

Touchstone Trade Association Policy



Introduction

Welcome to Aviva. We are committed to providing a first-class service. Aviva is the UK's largest insurer with over 200 years' experience in the insurance industry.

This is your insurance policy which sets out your insurance protection in detail.

Your premium has been calculated on the basis of the extent of cover you have selected which is specified in the schedule, the information you have provided and the declaration you have made. Please read the policy and the schedule carefully to ensure that the cover meets your requirements.

Please contact your insurance adviser if you have any questions or if you wish to make adjustments. Your insurance adviser's details are:

Contents

This policy consists of individual sections. You should read this policy in conjunction with the schedule which confirms the sections you are insured under and gives precise details of the extent of your insurance protection.

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Sections which comprise your policy

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Inside the front cover you will find your:

Certificate of Employers' Liability Insurance (If applicable)

Policy Schedule

Contact details for claims and help

Services

As an Aviva customer, you can access additional services to help you keep your business running smoothly. For our joint protection telephone calls may be recorded and/or monitored.

Claims Service

0800 015 1498

A 24 hour, 365 days a year claims line providing you with emergency assistance whenever it is required. When we know about your problem, we will start to put the solutions in place.

Legal and Tax Helpline

0845 300 1899

Call this helpline anytime, day or night, for advice on legal or tax matters in the United Kingdom. Given in confidence, the advice is free and you pay for just the cost of the call.

Commercial Legal Protection

0845 300 1899

If you have Commercial Legal Protection cover, please call the helpline for legal advice as soon as you are aware of an incident. Please have your policy number to hand.

If you think you may need to claim, please call the helpline to request a claim form. We can only proceed with your claim when we have details of the incident in writing. A claim form is available to download at www.aviva.co.uk/legalprotection.

Risk Solutions Helpline

0845 366 6666

Call for advice on safety, fire, security and other issues that can affect your business. Most enquiries can be dealt with over the telephone, but if we can't give you an immediate answer, we will deal with your enquiry within one working day. This service is available during office hours with an answering service outside these times.

Counselling Service Helpline

0117 934 0105

This is a confidential service available to your staff to help deal with personal issues such as bereavement, divorce, the threat of violence in the workplace and bullying at work.

Contact details for claims and help

Website

www.cutredtape.co.uk

This is Aviva's free website offering many tools and resources to help you manage your business effectively. You'll get access to

- over 700 legal and business guides across HR, sales and marketing, finance, technology, law and risk management
- easy to use templates to build legal documents including employee contracts, health and safety policies, dismissal letters
- discounts on Legal Services
- email alerts on changes in law, legislation and regulation.

To register, please visit www.cutredtape.co.uk and use the voucher code CRTAVIVA for exclusive discounts on a range of legal documents and services.

Complaints Procedure

Our Promise of Service

Our goal is to give excellent service to all our customers but we recognise that things do go wrong occasionally. We take all complaints we receive seriously and aim to resolve all our customers' problems promptly. To ensure that we provide the kind of service you expect we welcome your feedback. We will record and analyse your comments to make sure we continually improve the service we offer.

What will happen if you complain

- We will acknowledge your complaint promptly.
- We aim to resolve all complaints as quickly as possible.

Most of our customers' concerns can be resolved quickly but occasionally more detailed enquiries are needed. If this is likely, we will contact you with an update within 10 working days of receipt and give you an expected date of response.

What to do if you are unhappy

If you are unhappy with any aspect of the handling of your insurance we would encourage you, in the first instance, to seek resolution by contacting your insurance adviser. You can write or telephone, whichever suits you, and ask your contact to review the problem.

If you are unhappy with the outcome of your complaint you may refer the matter to the Financial Ombudsman Service at:

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Telephone:
0800 023 4567 (free from landlines) or
0300 123 9123

Or simply log on to their website at **www.financial-ombudsman.org.uk**.

Whilst we are bound by the decision of the Financial Ombudsman Service, you are not. Following the complaints procedure does not affect your right to take legal action.

Important Information

Choice of Law

The appropriate law as set out below will apply unless you and the insurer agree otherwise.

1. The law applying in that part of the United Kingdom, Channel Islands or Isle of Man in which you, the policyholder, normally live or (if applicable) the first named policyholder normally lives
or
2. In the case of a business, the law applying in that part of the United Kingdom, Channel Islands or Isle of Man where it has its principal place of business
or
3. Should neither of the above be applicable, the law of England and Wales will apply.

Financial Services Compensation Scheme

We are members of the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from this scheme if we cannot meet our obligations, depending on the type of insurance and the circumstances of your claim.

Further information about the scheme is available from the FSCS website www.fscs.org.uk, or write to

Financial Services Compensation Scheme
10th floor, Beaufort House
15 St Botolph Street
London
EC3A 7QU

Use of Language

Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be in English.

Customers with Disabilities

This policy and associated documentation are available in large print, audio and braille. If you require any of these formats, please contact your insurance adviser.

The Contract of Insurance

The policy, the information You have provided and/or the application form, the declaration made by You and The Schedule should be read together and form the contract of insurance between You, The Policyholder and Us, Aviva.

In return for You having paid or agreed to pay the premium for the Period of Insurance, We will indemnify You by payment or, at Our option, by reinstatement or repair, in respect of loss, liability, destruction, damage, accident or injury, to the extent of and subject to the terms contained in or endorsed on the policy.

Important

This policy is a legal contract. You must tell Us about any material circumstances which affect Your insurance and which have occurred either since the policy started or since the last renewal date.

A circumstance is material if it would influence Our judgement in determining whether to provide the cover and, if so, on what terms.

If You are not sure whether a circumstance is material, ask Your insurance adviser. If You fail to tell Us it could affect the extent of cover provided under the policy.

You should keep a written record (including copies of letters) of any information You give Us or Your insurance adviser when You renew this policy.

Breach of Term

We agree that where there has been a breach of any term (express or implied) which would otherwise result in Us automatically being discharged from any liability, then such a breach shall result in any liability We might have under this policy being suspended. Such a suspension will apply only from the date and time at which the breach occurred and up until the date and time at which the breach is remedied. This means that We will have no liability in respect of any loss occurring, or attributable to something happening, during the period of suspension.

Terms not relevant to the actual loss

Where there has been non-compliance with any term (express or implied) of this policy, other than a term that defines the risk as a whole, and compliance with such term would tend to reduce the risk of

- **loss of a particular kind, and/or**
- **loss at a particular location, and/or**
- **loss at a particular time,**

then We agree that We may not rely on the non-compliance to exclude, limit or discharge Our liability under this policy if You show that non-compliance with the term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.



Aviva Insurance Limited.
Registered in Scotland No. 2116.
Registered Office: Pitheavlis, Perth PH2 0NH.
Authorised by the Prudential Regulation Authority and regulated by the
Financial Conduct Authority and the Prudential Regulation Authority.

Recognising You

Nobody recognises you like Aviva

Aviva is committed to providing a first-class service. We want you to feel that we recognise you and understand your requirements.

As a customer of our Construction product you will automatically benefit from a number of additional covers. You'll find more information about them within your policy wording.

Risk Management

By choosing Aviva, you will gain access to the following free risk management resources from Aviva Risk Management Solutions (ARMS).

Online Knowledge Store

Contains over 200 useful risk management fact sheets and templates.

Some of the advice available is particularly relevant to the construction industry, particularly working at height and CDM.

You can access the Knowledge Store by visiting <http://www.aviva.co.uk/yourbusiness/risk-management/>

Preferred Supplier Scheme

We have secured discounts from carefully vetted risk management providers, to help you protect your business. Some of these services are particularly relevant to your sector including assistance producing energy performance certificates, which have been a legal requirement for newly constructed commercial buildings since 2008.

Aviva insured customers also receive discounts off ARMS training and consultancy services:

Short courses - ideal if you are looking to understand your health and safety obligations and receive practical advice about how to meet them. The current programme includes a risk assessment and getting started in health and safety course.

Accredited training – ARMS is accredited to deliver a number of IOSH, CIEH, IEMA and NEBOSH courses. We boast amongst the highest pass rates in the industry reflecting the quality of our training.

We offer the NEBOSH National Certificate in Construction Safety and Health and are an Accredited Site Safety Plus Provider, meaning we offer tailored safety training for the construction industry.

In-company training - our team can adapt any course or develop a bespoke one to ensure that your specific requirements are addressed.

eTraining - Our online courses are quick and easy to complete making them ideal for those with limited time and resources. Our programme covers a range of topics including working at height.

Consultancy - If you don't have an in-house safety resource or if your team needs expert assistance to address a particular safety issue, ARMS can help. The services available include fire risk assessments, safety audits and our competent person support service.

For further information about the services ARMS provides, call the team on 0345 366 6666 or visit <http://www.aviva.co.uk/yourbusiness/risk-management/>.

Policy Definitions

Each time We use one of the words or phrases listed below, it will have the same meaning wherever it appears in Your policy unless We state otherwise. A defined word or phrase will start with a capital letter each time it appears in the policy, for example Employee, except when used in the sections of this policy headed 'Introduction', 'Contents', 'Contact details for claims and help', 'Complaints Procedure' and 'Important Information' and in headings and titles.

Each Section of the policy contains definitions which apply to that particular Section and they must be read in conjunction with the following policy definitions.

Computer and Electronic Equipment

All computers, computer installations and systems, microchips, integrated circuits, microprocessors, embedded systems, hardware, and any electronic equipment, data processing equipment, information repository, telecommunication equipment, computer controlled or programmed machinery, equipment capable of processing data and/or similar devices, whether physically or remotely connected thereto.

Data

All information which is

- (1) electronically stored
or
- (2) electronically represented
or
- (3) contained on any current and back-up disks, tapes or other materials or devices used for the storage of data

including but not limited to operating systems, records, programs, software or firmware, code or series of instructions.

Data Storage Materials

Any materials or devices used for the storage or representation of Data including but not limited to disks, tapes, CD-ROMs, DVDs, memory sticks, memory cards or other materials or devices which may or may not also constitute Computer and Electronic Equipment.

Defined Contingencies

- (1) fire
- (2) lightning
- (3) explosion
- (4) aircraft and other aerial devices or articles dropped from them
- (5) earthquake
- (6) riot, civil commotion, strikers, locked out workers or persons taking part in labour disturbances
- (7) storm or flood
- (8) escape of water from any tank, apparatus or pipe
- (9) falling trees
- (10) impact
- (11) escape of fuel from any fixed oil heating installation
- (12) malicious persons other than thieves
- (13) malicious persons other than thieves but only where involving entry into or exit from The Premises by forcible and violent means
- (14) theft or attempted theft
- (15) theft or attempted theft but only where involving entry into or exit from The Premises by forcible and violent means
- (16) theft involving violence or threat of violence to You, Your partners, directors or Employees.

Policy Definitions

Denial of Service Attack

Any actions or instructions with the ability to damage, interfere with, or otherwise affect the availability of Computer and Electronic Equipment or Data, including but not limited to the generation of excess traffic into network addresses, the exploitation of system or network weaknesses, and the generation of excess or non genuine traffic within, between or amongst networks.

Employee

Any person who is

- (1) under a contract of service or apprenticeship with You
- (2) borrowed by or hired to You
- (3) a labour master or supplied by a labour master
- (4) employed by labour only sub-contractors
- (5) self-employed
- (6) under a work experience or training scheme
- (7) a voluntary helper

while working under Your control in connection with The Business

- (8) an outworker or homeworker when engaged in work on Your behalf.

Excess / Excesses

The amount(s) specified in Your policy or The Schedule which We will deduct from each and every claim at each separate premises.

The amount(s) to be deducted after the application of any Average condition.

You will repay any such amount paid by Us.

Failure

Any partial or complete reduction in the

- (1) performance

or

- (2) availability

or

- (3) functionality

or

- (4) ability to recognise or process any data or time,

of any

- (a) Computer and Electronic Equipment,
- (b) electronic means of communication,
- (c) website.

Policy Definitions

Loss of Data

Physical or electronic or other loss or destruction or alteration or loss of use, whether permanent or temporary, of or damage to Data, of whatsoever nature, in whole or in part, including, but not limited to, Loss of Data resulting from loss or damage to Computer and Electronic Equipment or Data Storage Materials, including while stored on Data Storage Materials.

Money

Current

- (1) coins, bank and currency notes
- (2) postal and money orders, bankers' drafts, cheques and giro cheques
- (3) crossed warrants, bills of exchange and securities for money
- (4) postage, revenue, national insurance and holiday with pay stamps
- (5) national insurance and holiday with pay cards, national savings certificates, war bonds, premium savings bonds and franking machine impressions
- (6) credit company sales vouchers, luncheon vouchers and trading stamps
- (7) VAT invoices.

Period of Insurance

From the effective date until the expiry date (both shown in The Schedule) or any subsequent period for which We accept payment for renewal of this policy.

The Business

Activities directly connected with the business specified in The Schedule.

The Premises

The premises specified in The Schedule.

The Schedule

The document which specifies details of The Policyholder, The Premises, Property Insured, Sums Insured, Limits of Indemnity and any Excess(es), Endorsements and Conditions applying to this policy.

Unattended Vehicle

Any vehicle where neither You or any person(s) authorised by You are able to keep the vehicle under observation and able to observe and reasonably prevent any attempt to interfere with it.

Unoccupied

Any building or portion of a building that is

- (1) not physically occupied by You or Your Employees during Your normal working hours
and/or
- (2) not used for the purposes of The Business
and/or
- (3) empty, vacant, disused, untenanted or unfurnished
and/or
- (4) awaiting refurbishment, redevelopment, renovation or demolition
for a period in excess of 45 consecutive days.

Virus or Similar Mechanism

Program code, programming instruction or any set of instructions with the ability to damage, interfere with, or otherwise adversely affect Computer and Electronic Equipment or Data, whether involving self-replication or not, including, but not limited to trojan horses, worms and logic bombs.

Policy Definitions

We/Us/Our/Aviva

Aviva Insurance Limited.

**You/Your/The
Policyholder**

The person, persons, company, companies, partnership, partnerships or unincorporated association, named in The Schedule as The Policyholder.

Asset Protection Property Damage – All Risks

Definitions

The following definitions apply to this Section, in addition to the Policy Definitions at the front of this policy, and keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.

Damage

Physical loss, destruction or damage.

Property Insured

Property insured as detailed in The Schedule.

Cover

We will indemnify You in respect of Damage to the Property Insured occurring during the Period of Insurance at The Premises.

Basis of Claim Settlement – Indemnity

The basis upon which We will calculate the amount We will pay in respect of any claim will be

- (1) the cost of replacement or repair of the property lost, destroyed or damaged, to a condition as good as, but not better or more extensive than, its condition immediately prior to the Damage, or at Our option
- (2) the reduction in value of the Property Insured,

unless the Basis of Claim Settlement – Reinstatement clause or any other alternate basis of settlement is stated to apply.

unless the Basis of Claim Settlement – Reinstatement clause or any other alternate basis of settlement is stated to apply.

The Sum Insured under each item other than items applying solely to professional fees, rent, and removal of debris, is separately subject to Average. See Condition (1).

The maximum We will pay under this Section in any one Period of Insurance will not exceed

- (1) the Sum Insured on each item,
or
- (2) the Total Sum Insured,
or
- (3) any other maximum amount payable or limit of liability specified in this Section or The Schedule.

Conditions

The following conditions apply to this Section in addition to the Policy Conditions at the back of this policy.

(1) Average

Where a Sum Insured is stated to be subject to average, this means that if at the time of Damage, the Sum Insured is less than the total value of the Property Insured, You will

- (a) be responsible for the difference
- (b) bear a proportionate share of the loss.

(2) Fire Extinguishing Appliances

You must maintain all fire extinguishing appliances on The Premises in full working order in accordance with the manufacturer's instructions.

Asset Protection Property Damage – All Risks

Conditions (continued)

(3) Our Rights

If Damage occurs which may lead to a claim We may

- (a) enter or take possession of the building or The Premises
- (b) take possession of, or require to be delivered to Us, the Property Insured which We will deal with in a reasonable manner

without incurring liability or reducing Our rights.

We will not pay for any Damage if You or anyone acting on Your behalf

- (i) do not comply with Our requirements
- (ii) hinder or obstruct Us.

You are not entitled to abandon property to Us.

(4) Change of Occupancy

You must tell Us immediately if

- (a) any building at The Premises becomes Unoccupied.
 - (b) any Unoccupied building at The Premises becomes occupied.
-

(5) Construction Heating and Occupation of the Buildings

Unless otherwise stated in The Schedule the buildings are

- (a) constructed of brick, stone, or concrete
- (b) roofed with slates, tiles, concrete, metal or asbestos
- (c) heated by
 - (i) low pressure hot water or steam
 - (ii) oil fired space heaters fed from a fuel tank in the open
 - (iii) overhead gas or electrical appliances
 - (iv) gas or electric fires in offices only

or as expressly varied in accordance with details provided to Us

- (d) occupied for the sole purpose of The Business and otherwise only as a private dwelling.
-

(6) Interested Parties - Specified

In the event of Damage as insured by this Section interested parties, as stated in The Schedule, must declare the nature and extent of their interest.

Asset Protection Property Damage – All Risks

Exceptions

The following exceptions apply to this Section in addition to the Policy Exceptions at the back of this policy.

We will not indemnify You in respect of

- (1) Damage to the Property Insured caused by or consisting of
 - (a) an existing or hidden defect
 - (b) gradual deterioration or wear and tear
 - (c) frost or change in the water table level
 - (d) faulty or defective
 - (i) design
 - (ii) materials used in its construction
 - (e) (i) faulty or defective workmanship
 - (ii) operating error or omissionby You or any of Your Employees
- (f) caused by or consisting of the bursting of a boiler, economiser, vessel, machine or apparatus, not being used for domestic purposes where the internal pressure is due to steam only and belongs to You or is under Your control.

However, We will indemnify You in respect of any subsequent Damage which results from a cause not otherwise excluded.

- (2) Damage to the Property Insured caused by or consisting of
 - (a) (i) corrosion, rust or rot
 - (ii) shrinkage, evaporation or loss of weight
 - (iii) dampness or dryness
 - (iv) scratching
 - (v) vermin or insects
 - (vi) mould or fungus
 - (b) change in
 - (i) temperature
 - (ii) colour
 - (iii) flavour
 - (iv) texture
 - (v) finish
 - (c) (i) nipple or joint leakage
 - (ii) failure of welds
 - (d) cracking, fracturing, collapse or overheating of a boiler, vessel, machine or apparatus in which internal pressure is due to steam only and any associating piping
 - (e) the Property Insured's own mechanical or electrical breakdown or derangement.

However, We will indemnify You in respect of

- (i) Damage not otherwise excluded which results from Defined Contingencies (1) to (12) or any other accidental cause
 - (ii) any subsequent Damage which results from a cause not otherwise excluded.
- (3) Damage to the Property Insured caused by pollution or contamination.

Asset Protection Property Damage – All Risks

Exceptions (continued)

However, We will indemnify You in respect of Damage to the Property Insured not otherwise excluded caused by

- (a) pollution or contamination which results from Defined Contingencies (1) to (12)
 - (b) Defined Contingencies (1) to (12) which results from pollution or contamination.
- (4) Damage to the Property Insured caused by
- (a) subsidence, ground heave or landslip unless
 - (i) resulting from fire, explosion, earthquake or escape of water from any tank, apparatus or pipe
 - or
 - (ii) specifically mentioned as insured in The Schedule.
 - (b) normal settlement of new structures.
 - (c) acts of fraud or dishonesty.
 - (d) (i) disappearance
 - (ii) unexplained or inventory shortage
 - (iii) misfiling, misplacing of information or clerical error.
 - (e) theft or attempted theft.
- (5) Damage to any building or structure caused by its own cracking or collapse.

However, We will indemnify You in respect of such Damage if it results from Defined Contingencies (1) to (12) and is not otherwise excluded.

- (6) Damage to
- (a) gates
 - (b) fences
 - (c) moveable property in the open
- by
- (i) wind
 - (ii) rain, hail, sleet or snow
 - (iii) flood
 - (iv) dust

However, We will indemnify You for Damage to such property caused by falling trees and not otherwise excluded.

Asset Protection Property Damage – All Risks

Exceptions

(continued)

- (7) Damage
- (a) to the Property Insured by fire resulting from its undergoing any process involving the application of heat.
 - (b) to that portion of the Property Insured caused by its own self ignition, leakage of electricity, short circuiting, or over running.
 - (c) resulting from the Property Insured undergoing any process of
 - (i) production or packaging
 - (ii) treatment, testing or commissioning
 - (iii) servicing or repair.

However, We will indemnify You in respect of such Damage if it is caused by fire or explosion and is not otherwise excluded.

- (8) Damage to the Property Insured caused by
- (a) escape of water from any tank, apparatus or pipe
 - (b) malicious persons (other than by fire or explosion)
- when The Premises are Unoccupied.
- (9) Damage to glass, china, earthenware, marble or other fragile objects, which do not form part of the structure of the Buildings or its fixtures and fittings, unless specifically mentioned as insured in The Schedule.

However, We will indemnify You in respect of such Damage if it results from Defined Contingencies (1) to (12) and is not otherwise excluded.

- (10) Damage to
- (a) vehicles licensed for road use including accessories on or attached to them
 - (b) caravans or trailers
 - (c) railway locomotives or rolling stock
 - (d) watercraft or aircraft
 - (e) property in the course of construction including materials for use in the construction
 - (f) land, roads or pavements, piers, jetties, bridges, culverts or excavations
 - (g) livestock
 - (h) growing crops or trees.

However, We will indemnify You if such property is specifically stated as insured in The Schedule and the Damage is not otherwise excluded.

- (11) Damage
- (a) insured by any marine policy
 - (b) which would be insured under any marine policy if this policy did not exist.

However, We will indemnify You in respect of Damage not otherwise excluded for any sum beyond the amount which would have been payable under the marine policy had the insurance not existed.

- (12) Damage more specifically insured by You or on Your behalf.

- (13) any consequential loss or damage.

However, We will indemnify You in respect of rent when this item(s) is specifically mentioned as insured in The Schedule.

Asset Protection Property Damage – All Risks

Exceptions (continued)

(14) any Damage to the Property Insured resulting directly or indirectly from or in connection with any of the following regardless of any other cause or event contributing concurrently or other sequence to the loss

- (a) Terrorism
- (b) civil commotion in Northern Ireland
- (c) any action taken in controlling, preventing, suppressing, or in any way relating to (a) and/or (b) above.

Terrorism means

(i) in respect of Damage occurring in England, Wales and Scotland only (but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987 nor the Isle of Man or the Channel Islands)

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 Her Majesty's government in the United Kingdom or any other government de jure or de facto

(ii) in respect of Damage occurring in any territory not specified in (i) above any act or acts including but not limited to

- the use or threat of force and/or violence and/or
- harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm or damage by nuclear and/or chemical and/or biological and/or radiological means

caused or occasioned by any person(s) or group(s) of persons or so claimed in whole or in part for political, religious, ideological or similar purposes.

In any action, suit or other proceedings where We allege that any Damage results from Terrorism as defined above and is therefore not covered by this Section, the burden of proving that any such Damage is covered under this Section will be upon You.

(15) (a) Loss of Data

(b) any Damage to Computer and Electronic Equipment or Failure resulting directly or indirectly from, or in connection with

- (i) Virus or Similar Mechanism,
- (ii) Denial of Service Attack,
- (iii) unauthorised access to or use of Computer and Electronic Equipment.

However, We will indemnify You in respect of subsequent Damage to the Property Insured caused by or resulting from Defined Contingencies (1) to (11) and (13) which is not otherwise excluded.

(16) the Excess stated in The Schedule.

Asset Protection Property Damage and Theft – Clauses

Property Damage and Theft - Clauses

The following clauses apply to the Property Damage – Specified Contingencies Section and/or Property Damage – All Risks Section and/or Theft Section if stated as insured in The Schedule, except where otherwise stated.

All Other Contents

This term includes

- (1) documents, manuscripts and business books
- (2) Data Storage Materials
- (3) plans and designs

which require to be replaced and are capable of being replaced, belonging to You or held by You in trust for which You are responsible while

- (1) at The Premises
- (2) temporarily removed to any premises not occupied by You
- (3) in transit by road, rail or inland waterway

all in England, Wales, Scotland, Northern Ireland, the Republic of Ireland, the Channel Islands and the Isle of Man

but only for

- (a) the value of the physical materials
- (b) the costs of labour incurred in replacing them and the Data thereon
- (c) the costs necessarily and reasonably incurred in collating such data from existing source material.

The maximum We will pay in respect of

- (i) documents, manuscripts, business books, plans and designs is £250,000
- (ii) Data Storage Materials is £25,000

for any one claim and in any one Period of Insurance.

We will not pay for the value to You of any information lost.

- (4) pedal cycles, tools and other personal items belonging to You or any of Your directors, members, Employees, customers or visitors but only if they are not otherwise insured.

The maximum We will pay for any one person's property is £1,000 in total for any one claim.

- (5) rare books, antiques, paintings, or other works of art.

The maximum We will pay is £2,500 in respect of any one item and £10,000 in total for any one claim.

- (6) wines, spirits, cigarettes and tobacco held at The Premises for Your own private and business entertainment purposes.

The maximum We will pay is £1,000 in respect of any one claim.

Automatic Reinstatement

The Sums Insured stated in The Schedule will not be reduced by the amount of any claim unless We or You give notice to the contrary.

You must pay any additional premium required by Us to reinstate the Sums Insured.

Asset Protection Property Damage and Theft – Clauses

Property Damage and Theft – Clauses (continued)

Basis of Claim Settlement – Reinstatement

In the event of Damage to the Property Insured, excluding any items on

- (i) Stock and Materials in Trade
- (ii) professional fees
- (iii) debris removal
- (iv) rent
- (v) pedal cycles and personal effects
- (vi) motor vehicles
- (vii) Computer and Electronic Office Equipment

the basis upon which We will calculate the amount We will pay in respect of any claim will be the reinstatement of the property lost, destroyed or damaged, subject to the following conditions

- (1) Where the Property Insured is
 - (a) lost or destroyed, We will pay for its rebuilding or replacement by similar property in a condition as good as, but not better or more extensive than, its condition when new.
 - (b) damaged, We will pay for the replacement or repair of the damaged portion to a condition as good as, but not better or more extensive than, its condition when new. However, We will not pay more than We would have done if the property has been completely destroyed.
- (2) Where Computer and Electronic Office Equipment is insured by this Section and such property is
 - (a) lost or destroyed beyond economic repair, We will pay for its replacement by new Computer and Electronic Office Equipment of equal performance and/or capacity but if this is not possible, by Computer and Electronic Office Equipment with the nearest higher performance and/or capacity.
 - (b) damaged, if an economic repair is possible, We will pay for the repair of the Computer and Electronic Office Equipment, to its condition when new.

However, We will not pay more than We would have done if Computer and Electronic Office Equipment had been completely destroyed.

- (3) (1) and (2) above includes the costs necessary to comply with any
 - (a) European Union Legislation
 - (b) Act of Parliament
 - (c) Bye laws of any public authority.

We will not indemnify You

- (a) in respect of the costs incurred
 - (i) for Damage not insured by this Section
 - (ii) where notice was served on You before the Damage occurred
 - (iii) where an existing requirement must be completed within a stipulated period
 - (iv) for property or parts of the property, other than foundations (unless foundations are specifically excluded), which have not suffered Damage
 - (b) in respect of any charge or assessment arising from capital appreciation following compliance with any legislation or Bye law.
- (4) The work of reinstatement
 - (a) may be carried out on another site and in a manner suitable to Your needs. However,
 - (i) Our liability must not be increased
 - (ii) this will not apply when The Premises are Unoccupied unless We have agreed otherwise in writing.
 - (b) must begin and be carried out as quickly as possible.

Asset Protection Property Damage and Theft – Clauses

Property Damage and Theft – Clauses (continued)

- (5) The following condition of Average will apply.
If the Sum Insured at the time the Damage occurred is less than 85% of the amount necessary to replace the whole of the Property Insured and/or Computer and Electronic Office Equipment, at the time of rebuilding or replacement, You will be liable to bear a proportionate share of the loss.
- (6) We will not indemnify You if You
- (a) do not incur the cost of replacing or repairing the Property Insured and/or Computer and Electronic Office Equipment.
 - (b) or someone acting on Your behalf, have insured the property under another policy which does not have a similar basis of reinstatement.
 - (c) do not comply with any of the terms of this clause.
- However, the Basis of Claim Settlement – Indemnity will apply.

For the purposes of this clause Computer and Electronic Office Equipment means

- (a) all computers, computer installations and systems, microchips, integrated circuits, microprocessors, embedded systems, hardware, data processing equipment, information repository, equipment capable of processing data and or similar devices, whether physically or remotely connected thereto,
- (b) personal computers, laptops, small micro computers and similar equipment used for processing electronic data and which are designed to be carried by hand,
- (c) all electronic office equipment including telecommunications equipment, facsimile, printing and photocopying machines.

Computer and Electronic Office Equipment does not include

- (i) Portable equipment away from The Premises
- (ii) Computer and Electronic Office Equipment held as stock or customers' Computer and Electronic Office Equipment held in trust
- (iii) Computer and Electronic Office Equipment controlling or monitoring any manufacturing process.

Basis of Claim Settlement – Rent

If rent is insured under this Section, We will indemnify You in respect of loss of rent resulting from the Building or any part of the Building

- (1) generating the rent received
- or

- (2) for which rent is payable

being made unfit for the purpose of The Business as a result of Damage insured by this Section.

The maximum amount that We will pay You in respect of loss of rent will be the proportion of the Rent Sum Insured that would have been payable during the period from the date of the Damage until the Building is repaired or reinstated.

Capital Additions

We will indemnify You in respect of Damage to

- (1) new Buildings and/or Machinery and Plant built or acquired during the Period of Insurance
- (2) alterations, additions and improvements to Buildings and/or Machinery and Plant made during the Period of Insurance, but not in respect of any appreciation in value

situate anywhere in England, Wales, Scotland, Northern Ireland, the Channel Islands and the Isle of Man.

The maximum We will pay in respect of any one premises is

- (1) 10% of the total Buildings and Machinery and Plant Sum Insured under this Section
- or

- (2) £500,000

whichever is the lower.

Asset Protection Property Damage and Theft – Clauses

Property Damage and Theft – Clauses (continued)

You must

- (a) provide Us with details of such additional Buildings and/or Machinery and Plant as soon as possible but, in any event,
 - (i) within six months of the date You became responsible for the insurance of such Buildings and Machinery and Plant
 - and
 - (ii) before the expiry of the Period of Insurance
- (b) specifically insure such property with Us from the date Our liability commenced
- (c) pay the agreed additional premium.

In respect of any Unoccupied premises insured under the provisions of this clause, We will only indemnify You in respect of Defined Contingencies (1) to (6) and (10).

We will not indemnify You unless

- (1) a certificate of completion has been issued
- or
- (2) works to such property has been completed and handed over to You prior to the date of the Damage.

Change in Temperature

The insurance on each Building, Machinery and Plant and Stock and Materials in Trade item stated in The Schedule, extends to include Damage caused by change in temperature, resulting from total or partial destruction or disablement of refrigerating, electrical or conditioning plant or apparatus, by any Contingency stated as applicable in The Schedule.

Contract Sale Price

If Stock and Materials in Trade which have been sold but not yet delivered, suffer Damage insured by this Section, and as a result the contract of sale is cancelled under the conditions of sale, Our liability will be calculated on the basis of the contract price for the Stock and Materials in Trade which have suffered Damage.

Any calculation for the purpose of Average will be on the basis of the contract price for all Stock and Materials in Trade which have been sold but not yet delivered, whether suffering Damage or not.

Customers' Goods

Any Stock and Materials in Trade Item(s) stated in The Schedule extends to include

- (1) Your customers' goods
- (2) goods for which Your customers are legally responsible

while these goods are temporarily in Your custody or control and for which You have accepted responsibility but only to the extent that they are not more specifically insured.

Debris Removal

Unless a separate item for costs of removal of debris is insured under this Section, the Sum Insured for each item on Buildings, Machinery and Plant and Stock and Materials in Trade in The Schedule, includes costs and expenses You incur with Our consent for

- (1) the removal of debris
- (2) dismantling
- (3) demolishing
- (4) shoring up or propping of those parts

of the Property Insured which have suffered Damage.

We will not indemnify You in respect of such costs and expenses

- (1) incurred in removing debris from anywhere other than the site of the Damage and the area immediately adjacent to it
- (2) arising from pollution or contamination of property not insured by this Section
- (3) more specifically insured.

Asset Protection Property Damage and Theft – Clauses

Property Damage and Theft – Clauses (continued)

The maximum We will pay for costs and expenses in respect of Stock and Materials in Trade is £25,000.

Description of Property

In determining the item under which property is insured We will accept the description given in Your business records.

Drains

The Sum Insured under each Buildings and/or Machinery and Plant item includes costs and expenses You incur with Our consent for cleaning and/or clearing of

- (1) drains
- (2) sewers
- (3) gutters

for which You are responsible following Damage to the Property Insured.

Exhibitions

We will indemnify You in respect of Damage insured by this Section to Stock and Materials in Trade and/or Machinery and Plant while

- (1) at any exhibition which does not exceed seven days
- (2) in the course of demonstration, construction, erection or dismantling at any such exhibition
- (3) in transit thereto and there from

in the European Economic Area.

The maximum We will pay in respect of any one claim is £25,000.

We will not indemnify You in respect of damage

- (1) caused by or happening through
 - (a) defective or inadequate packing, insulation or labelling
 - (b) evaporation or ordinary leakage
 - (c) delay
 - (d) inadequate documentation
 - (e) shortage in weight.

- (2) occurring outside of the European Economic Area.
-

Falling Trees

We will indemnify You in respect of

- (i) the cost of removing fallen trees belonging to You or for which You are responsible but only where there has been Damage to property
- (ii) the cost of felling, lopping or pruning trees belonging to You or for which You are responsible at The Premises to prevent the immediate threat of Damage to property or for safeguarding life.

The maximum We will pay in respect of (i) and/or (ii) above is £2,500.

Fire and Rescue Services Damage

We will indemnify You in respect of costs and expenses incurred in reinstating or repairing landscape gardens and grounds following damage caused by the Fire and Rescue Services or other emergency services equipment or personnel in the course of combating fire.

The maximum We will pay in respect of any one claim is £25,000.

Asset Protection Property Damage and Theft – Clauses

Property Damage and Theft – Clauses (continued)

Fire and Security Equipment

We will indemnify You in respect of costs and expenses incurred in

- (1) refilling, recharging or replacing any
 - (a) portable fire extinguishing appliances
 - (b) local fire suppression system
 - (c) fixed fire suppression system
 - (d) sprinkler installation
 - (e) sprinkler heads.
- (2) re-setting fire and/or intruder alarms and/or closed circuit television equipment following Damage insured by this Section.

The maximum We will pay in respect of any one claim is £25,000.

If in relation to any claim under this clause You have failed to fulfil the following condition, You will lose Your right to indemnity or payment for that claim.

You must maintain all such equipment in accordance with the manufacturer's instructions.

We will not indemnify You in respect of any costs and expenses recoverable from Your maintenance company or Fire and Rescue Service.

Glass

Where Buildings are insured under this Section We will indemnify You in respect of

- (1) breakage (including the cost of boarding up) of glass at The Premises including
 - (a) the cost of removing and reinstating obstructions to replacing glass.
 - (b) the cost of replacing alarm foil, lettering, painting, embossing, silvering or other ornamental work on glass.
- (2) breakage of fixed
 - (a) wash hand basins, pedestals, baths, sinks
 - (b) lavatory bowls, bidets, cisterns
 - (c) shower trays, splashbacksat The Premises.

We will not indemnify You in respect of breakage of glass

- (a) when The Premises are Unoccupied
- (b) in transit or while being fitted
- (c) by workmen carrying out alterations or repairs to The Premises.

The maximum We will pay in respect of any one claim will be the Buildings Sum Insured stated in The Schedule.

Hire Agreement

If the Property Insured by this Section is the subject of hire agreements, We will include the interest of the owners in any indemnity provided by this Section.

You must provide the name of any other interested party in the event of a claim.

Incompatibility of Software or Programs

If Damage to Computer and Electronic Office Equipment results in existing software or programs being incompatible with the replacement Computer and Electronic Office Equipment (as defined in the Basis of Settlement – Reinstatement clause above,) We will, at Our option, indemnify You in respect of either

- (1) the necessary modifications to the replacement Computer and Electronic Office Equipment,
- (2) the conversion of the existing software or programs into a format which is compatible with the replacement Computer and Electronic Office Equipment, and the cost of replacing incompatible Data Carrying Materials where necessary.

The maximum We will pay for any or all claims arising out of one cause is £25,000 or the Sum Insured specified in The Schedule.

Asset Protection Property Damage and Theft – Clauses

Property Damage and Theft – Clauses (continued)

Seasonal Increase

The Sum Insured for each item of Stock and Materials in Trade in The Schedule is increased by 25% or £500,000, whichever is the lower, during the months of November, December and January or for any other period selected by You and stated in The Schedule.

Services

Where Buildings are insured under this Section or You are liable as a tenant, We will indemnify You in respect of Damage to service pipes and cables, including their associated meters and instruments, which connect The Premises to the public mains.

Subrogation

In the event of any claim under this Section, We agree to waive any rights, remedies or relief to which We may be entitled by subrogation against any company

- (1) whose relationship to You is either a parent or subsidiary
- (2) which is a subsidiary of a parent company of which You are a subsidiary as defined within the relevant legislation current at the time of Damage.

Temporary Removal

We will indemnify You in respect of Damage to the Property Insured except for

- (1) documents, manuscripts, business books, Data Storage Materials, plans and designs and
 - (2) Stock and Materials in Trade
- while temporarily removed for cleaning, renovation or repair or similar purposes
- (1) to another part of The Premises
 - (2) to any other premises in England, Wales, Scotland, Northern Ireland, the Republic of Ireland, the Channel Islands and the Isle of Man including whilst in transit by road, rail or inland waterway.

The maximum We will pay in respect of any one claim is

- (1) 10% of the item Sum Insured specified in The Schedule
- or
- (2) £250,000

whichever is the lower.

We will not indemnify You in respect of

- (a) property more specifically insured
- (b) Damage occurring elsewhere than at The Premises to motor vehicles or motor chassis licensed for normal road use
- (c) property removed for more than 90 consecutive days unless We agree a longer period in writing.

Theft Damage to Buildings

Where Buildings are insured under this Section, We will indemnify You in respect of Damage to such Buildings including landlords' fixtures and fittings at The Premises caused by theft or attempted theft not involving entry into or exit from The Premises by forcible and violent means.

We will not indemnify You in respect of Damage

- (a) caused to any property other than buildings and landlords' fixtures and fittings
- (b) caused by any person lawfully on The Premises
- (c) while The Premises are Unoccupied
- (d) more specifically insured by You or on Your behalf.

The maximum amount We will pay is £25,000 for any one claim and in any one Period of Insurance.

Asset Protection Property Damage and Theft – Clauses

Property Damage and Theft – Clauses (continued)

Trace and Access

We will indemnify You in respect of reasonable costs and expenses incurred with Our consent

- (1) in locating the actual source of Damage
- and

- (2) any repairs directly arising from (1)

caused by the escape of water from any tank, apparatus or pipe or leakage of fuel from any fixed oil heating installation, provided such Damage is insured by this Section.

The maximum We will pay in respect of any or all claims in any one Period of Insurance is £25,000.

Trade Samples

We will indemnify You in respect of Damage to trade samples whilst anywhere in the European Economic Area including while in transit thereto and therefrom.

The maximum We will pay is

- (1) £500 in respect of any one item
- and

- (2) £10,000 for any one claim.

Transfer of Interest

If at the time of Damage to a Building insured under this Section You have entered into a contract to sell Your interest in it but

- (1) the contract has not yet been completed
- and

- (2) the building has not yet been insured by or on behalf of the purchaser

We will indemnify the purchaser to the extent that this Section insures the Building if the purchase is subsequently completed.

This will not affect either Your or Our rights and liabilities up to the date of completion of the purchase.

Workmen

Repairs and minor structural alterations may be carried out at The Premises without affecting the Cover.

Asset Protection Theft

Definitions

The following Definitions apply to this Section in addition to the Policy Definitions at the front of this policy and keep the same meaning wherever they appear in the Section unless an alternative definition is stated to apply.

Damage

Physical loss, destruction or damage.

Property Insured

Property insured as detailed in The Schedule.

Cover

We will indemnify You in respect of Damage to the Property Insured occurring during the Period of Insurance

- (1) in The Premises
 - (2) in respect of buildings at The Premises where You are responsible for the repairs caused by
 - (a) theft or attempted theft involving entry into or exit from The Premises by forcible and violent means
 - (b) theft involving violence or threat of violence to You, Your partners, directors or Employees.
-

Basis of Claim Settlement – Indemnity

The basis upon which We will calculate the amount We will pay in respect of any claim will be

- (1) the cost of replacement or repair of the property lost, destroyed or damaged, to a condition as good as, but not better or more extensive than, its condition immediately prior to the Damage,
or at Our option
- (2) the reduction in value of the Property Insured,

unless the Basis of Claim Settlement – Reinstatement clause or any other alternate basis of settlement is stated to apply.

The maximum We will pay under this Section in any one Period of Insurance will not exceed

- (1) the Sum Insured on each item,
or
- (2) the Total Sum Insured,
or
- (3) any other maximum amount payable or Limit of Liability specified in The Schedule.

Asset Protection Theft

Clauses

The following Clauses apply to this Section in addition to the Property Damage and Theft – Clauses.

Changing Locks

We will indemnify You in respect of the cost of changing locks at The Premises following loss of keys, including safe keys, by theft or attempted theft from

- (1) The Premises
- (2) Your home
- (3) Your directors' homes
- (4) Your authorised Employees' homes

or while in Your custody or that of an Employee following theft involving violence or threat of violence to You or an Employee.

If the keys belong to a safe they must be

- (i) removed from The Premises overnight
- (ii) kept in a secure place away from the safe when You or an Employee occupy The Premises.

The maximum We will pay in respect of any one loss is £5,000.

Theft of Computers and Audio Visual Equipment

Cover under Item 1 of this Section extends to include computer hardware and software, audio and visual equipment at The Premises.

The maximum We will pay for any one claim in respect of such items will be the Sum Insured under Item 1 or £100,000 whichever is the lower.

Additional Clauses

The following Additional Clauses apply to this Section only if stated as applying in The Schedule.

Collusion

We will indemnify You in respect of Damage to the Property Insured in The Premises caused by

- (a) theft or attempted theft involving entry into or exit from The Premises by forcible and violent means,
or
- (b) theft involving violence or threat of violence to You, Your directors, Your partners or Employees,

where any of Your Employees are involved as principal or accessory.

First Loss

If at the time of Damage the total value of property described in the item stated in The Schedule as being subject to this Additional Clause is greater than the amount You have declared as the total value of such property, You will bear a rateable share of the loss.

Asset Protection Theft

Additional Clauses (continued)

Stock Declaration

The insurance on Stock and Materials in Trade as insured under the item(s) stated in The Schedule as being subject to this Additional Clause is subject to the following

- (1) You must declare to Us the value of the property on
 - (a) the last day of each month if The Schedule states that monthly declarations are required,
 - or
 - (b) the last day of each of the months of March, June, September and December if The Schedule states that quarterly declarations are required.
- (2) If You do not provide Us with written confirmation of the values within 30 days of the due date, We will take the Sum Insured stated in The Schedule to be the value declared.
- (3) If You declare a value greater than the Sum Insured, We will take the Sum Insured stated in The Schedule to be the value declared.
- (4) The first and annual premiums paid on these items are provisional.

At the end of each Period of Insurance We will calculate the actual premium by applying the rate to the average amount declared.
- (5) If the actual premium is more than the provisional premium paid, You will pay the difference.

If the actual premium is less than the provisional premium paid, We will refund the difference but this will not exceed 33 1/3% of the first or annual premium respectively.
- (6) The item Sum Insured will not be reduced by the amount of any claim. However, You must pay the additional premium required to reinstate the Sum Insured.
- (7) Every insurance on Stock and Materials in Trade must be similar in wording with this insurance.

Day One Basis of Settlement

For each Item of Property Insured to which this Additional Clause applies (as stated in The Schedule).

- (1) The first and annual premiums are based upon the Declared Value as stated in The Schedule.

Declared Value shall mean

Your assessment of the cost of reinstatement of the Property Insured arrived at in accordance with paragraph (1) of the Basis of Settlement-Reinstatement Clause at the level of costs applying at the start of the Period of Insurance (ignoring inflationary factors which may operate subsequently) together with an allowance for

 - (a) the additional cost of reinstatement to comply with
 - (i) European Union Legislation
 - (ii) Act of Parliament
 - (iii) Bye laws of any public authority
 - (b) professional fees
 - (c) debris removal costs.

The Declared Value incorporated in each Item is stated in The Schedule.
- (2) You must notify Us of the Declared Value at the start of each Period of Insurance.

If You fail to notify Us of the Declared Value at the start of any Period of Insurance, We will use the last Declared Value notified to Us for the following Period of Insurance.

Asset Protection Theft

Additional Clauses (continued)

- (3) Paragraphs (4) and (5) of the Basis of Settlement-Reinstatement Clause are restated as follows
- (4) if, at the time of the Damage, the Declared Value is less than the cost of reinstatement of the Property Insured, arrived at in accordance with paragraph (1) of this Clause, at the start of the Period of Insurance, Our liability for any Damage will be limited to that proportion which the Declared Value bears to the cost of reinstatement of the Property Insured arrived at in accordance with paragraph (1) of this Clause.
- (5) We will not pay under this Clause
- (a) until You have incurred the cost of replacing or repairing the property
 - (b) if You, or someone acting on Your behalf, have insured the property under another policy which does not have the same basis of reinstatement
 - (c) if You do not comply with any of the provisions of this Clause.
- However the Sums Insured will be limited to 108% of the Declared Values stated in The Schedule.
- (4) The maximum We will pay in respect of each separate location subject to this Clause is as stated in The Schedule.

Conditions

The following Conditions apply to this Section in addition to the Policy Conditions at the back of this policy.

(1) Average

Each of the Sums Insured shown in The Schedule is subject to average. This means that if at the time of Damage, the Item Sum Insured is less than the total value of the Property Insured, You will

- (a) be responsible for the difference
- (b) bear a proportionate share of the loss.

(2) Our Rights

If Damage occurs which may lead to a claim We may

- (a) enter or take possession of the building or The Premises
- (b) take possession of, or require to be delivered to Us, the Property Insured which We will deal with in a reasonable manner

without incurring liability or reducing Our rights.

We will not pay for any Damage if You or anyone acting on Your behalf

- (i) do not comply with Our requirements
- (ii) hinder or obstruct Us.

(3) Protections

If in relation to any claim in respect of Damage caused by theft or attempted theft, You have failed to fulfil any of the following conditions, You will lose Your right to indemnity or payment for that claim.

Whenever The Premises are

- (a) closed for business,
- or
- (b) left unattended

You must ensure that all security devices provided to protect The Premises are properly fitted and put into full operation.

Asset Protection Theft

Exceptions

The following exceptions apply to this Section in addition to the Policy Exceptions at the back of this policy.

We will not indemnify You in respect of

- (1) Damage
 - (a) in any part of The Premises not occupied by You in connection with The Business
 - (b) in yards, open sided buildings, compounds, or other open spaces unless specifically mentioned in The Schedule
 - (c) when The Premises are Unoccupied
 - (d) caused by or consisting of acts of fraud or dishonesty
 - (e) caused by or consisting of
 - (i) disappearance
 - (ii) unexplained or inventory shortage
 - (iii) misfiling, misplacing of information or clerical error.
 - (2) Damage to
 - (a) electronic audio and visual equipment
 - (b) cigarettes, cigars, tobacco, wines, spirits and other alcoholic drinks exceeding £1,000 in total
 - (c) computer hardware and software
 - (d) explosives and hazardous substances
 - (e) furs, curios and antiques
 - (f) gold and silver articles
 - (g) goods held in trust or on commission
 - (h) jewellery and precious stones
 - (i) Money and bullion
 - (j) non-ferrous metals
 - (k) securities and bonds
 - (l) rare books and works of artunless specifically mentioned as insured in The Schedule.
 - (3) Damage
 - (a) where You or Your partners, directors or Employees or any member of Your household is involved as principal or accessory
 - (b) caused by any person lawfully in The Premises.
 - (4) Damage to property more specifically insured by You or on Your behalf.
 - (5) any consequential loss or damage.
 - (6) (a) Loss of Data
 - (b) any Damage to Computer and Electronic Equipment or Failure resulting directly or indirectly from, or in connection with
 - (i) Virus or Similar Mechanism,
 - (ii) Denial of Service Attack,
 - (iii) unauthorised access to or use of Computer and Electronic Equipment.
- However, We will indemnify You in respect of subsequent Damage to the Property Insured caused by or resulting from Defined Contingencies (15) and (16) which is not otherwise excluded.
- (7) the Excess stated in The Schedule.

Asset Protection Contract Works

Definitions

The following definitions apply to this Section in addition to the Policy Definitions at the front of this policy and keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.

Contract	Any contract or agreement entered into by You to carry out work in the course of The Business where the estimated Maximum Contract Price does not exceed the amount stated in The Schedule.
Contract Site	(1) A site within the Territorial Limits at which You are carrying out work under a Contract, or (2) the site address stated in The Schedule if cover applies to a specific Contract.
Damage	Physical loss, destruction or damage.
Employees' Tools	Employees' tools and personal belongings while on or adjacent to any Contract Site and in transit between Your premises and the Contract Site other than (1) motor vehicles. (2) gold or silver articles. (3) watches or jewellery. (4) Money.
Estimated Original Contract Price	The estimated valuation of the Works to be carried out or the estimated contract price at the commencement date of the Contract or Works.
Existing Structures	Any property (including fixtures, fittings and contents) which, prior to the commencement of any Contract, forms part of any structure.
Free Issue Materials	Materials for incorporation into the Contract (1) issued free to You by or on behalf of Your Employer and (2) for which You are responsible under the conditions of the Contract the value of which will not be included in the final valuation of the Works carried out or the final contract price and which are not otherwise excluded from this Section.
Hired in Plant	Plant, scaffolding, tools, equipment, site huts and temporary buildings hired in by You for use in connection with any Contract while anywhere within the Territorial Limits including transit other than by sea or air. Hired in Plant does not include (a) tunnel boring machines (b) mining exploration or oil or gas well drilling rigs.
Maintenance Period	The period indicated in the conditions of the Contract, but not exceeding 12 months, during which You are responsible for rectifying defects.
Maximum Contract Price	The maximum price of any Contract for which We will provide indemnity as stated in The Schedule.
Practical Completion	Works which are (1) completed, or (2) complete except for the prospective buyer's or tenant's choice of decorations or final fitments.

Asset Protection Contract Works

Definitions

Property Insured

Works, Your Plant and Hired in Plant which You own or are responsible for as stated in The Schedule.

Territorial Limits

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

Works

- (1) Temporary or permanent works completed or to be completed as part of any Contract and/or
- (2) materials for incorporation whilst on or adjacent to the Contract Site and in transit to or from the Contract Site other than by sea or air.

Your Plant

Plant, scaffolding, tools, equipment, site huts and temporary buildings owned by You, while anywhere within the Territorial Limits including transit other than by sea or air.

Cover

We will indemnify You in respect of Damage to the Property Insured during the Period of Insurance and within the Territorial Limits.

The maximum that We will pay in respect of any one occurrence which gives rise to a claim under this Section is

(1) Works

(Which includes any liability We may have in respect of the cover provided under the Clauses) 125% of the Estimated Original Contract Price including the value of Free Issue Materials in respect of any Contract or Works.

We will have no liability under this Section where the Estimated Original Contract Price plus the value of Free Issue Materials exceeds the Sum Insured stated in The Schedule at the time of Damage.

(2) Your Plant

The Sum Insured stated in The Schedule at the time of Damage.

(3) Hired in Plant

The Sum Insured stated in The Schedule at the time of Damage.

(4) Employees' Tools

The Sum Insured stated in The Schedule at the time of Damage.

The maximum that We will pay in respect of any one Employee is the limit stated in The Schedule.

Clauses

The following clauses apply to this Section.

Additional Interests

We will, to the extent required by the conditions of the Contract, include the interest as joint insured of any

- (1) employer,
or
- (2) contractor.

Automatic Reinstatement

The Sums Insured stated in The Schedule will not be reduced by the amount of any claim unless We or You give notice to the contrary.

You must pay any additional premium required by Us to reinstate the Sums Insured.

Asset Protection Contract Works

Clauses *(continued)*

Consecutive Damage

Damage to Property Insured at any one Contract Site during a period of 72 consecutive hours caused by

- (1) earthquake
- (2) storm, flood or other water damage
- (3) subsidence or collapse

will be considered for the purpose of applying any Excess as one occurrence of Damage.

Continuing Hire Charges

We will indemnify You in respect of Your legal liability to pay continuing hire charges as a result of Damage to any item of Hired in Plant insured under this Section.

Damage to Security Devices

If the attempted theft of any vehicle included within Your Plant or Hired in Plant results in Damage only to the vehicle immobiliser, locating, tracking or other security device, We will apply a reduced Excess of £50.

Debris Removal

We will indemnify You in respect of the costs and expenses that You incur, with Our consent, for

- (1) removing debris
- (2) dismantling or demolishing
- (3) shoring up or propping
- (4) clearing or repairing drains or service mains

following Damage to Property Insured.

The maximum that We will pay in respect of any one loss is 25% of the Estimated Original Contract Price.

We will not indemnify You in respect of costs and expenses

- (1) incurred in removing debris from anywhere other than the site of the Damage and the area adjacent to it.
- (2) arising from pollution or contamination of property not insured under this Section.
- (3) more specifically insured.

Dwellings

All Contracts or Works solely concerned with the erection of private dwellings not exceeding four storeys in height are insured under this Section irrespective of the Estimated Original Contract Price of such Contracts.

The maximum that We will pay in respect of any one loss is 125% of the Sum Insured in the description of the Contract or Works in The Schedule.

European Union and Public Authorities

Following Damage to Works, We will pay the additional cost of reinstating the Property Insured necessary to comply with any

- (1) European Union Legislation.
- (2) Act of Parliament.
- (3) Bye laws of any public authority.

Asset Protection Contract Works

Clauses *(continued)*

We will not indemnify You in respect of

- (1) costs incurred
 - (a) in respect of Damage not insured by this Section.
 - (b) where notice was served on You before the Damage occurred.
 - (c) where an existing requirement must be completed within a stipulated period.
 - (d) in respect of property or parts of the property, other than foundations (unless foundations are specifically excluded) which have not suffered Damage.
- (2) any charge or assessment arising from capital appreciation following compliance with this legislation.

The reinstatement, repair or replacement

- (a) must begin and be carried out as quickly as possible.
- (b) may be carried out on another site if necessary provided this does not increase Our liability.

If Our liability under this Section is reduced by the application of any terms of this policy, Our liability under this clause will be similarly reduced.

The maximum We will pay under this clause in respect of any one Contract is the Sum Insured as stated in The Schedule.

Expediting Expenses

We will indemnify You in respect of the reasonable costs and expenses that You incur for

- (1) overtime
- (2) night work
- (3) work on public holidays
- (4) special delivery

to reinstate or repair Property Insured following Damage.

The maximum that We will pay in respect of any one loss is 25% of the amount which reinstatement, repair or replacement would have cost if these expenses had not been incurred.

Free Issue Materials

The Works will include any Free Issue Materials provided You include their value in

- (1) the contract price of any Contract
- (2) the declaration required by the Adjustment of Premium Condition of this Section.

Immobilised Plant

We will indemnify You in respect of necessarily incurred costs for the withdrawal or recovery of Your Plant or Hired in Plant accidentally immobilised on or adjacent to any Contract Site.

We will not pay for withdrawal or recovery required as a result of the breakdown of Your Plant or Hired in Plant.

The maximum that We will pay in respect of any one loss is £25,000.

Asset Protection Contract Works

- **Clauses**
(continued)

Incidental Hiring of Plant

We will indemnify You in respect of Damage to any item of Your Plant while it is hired or loaned to a third party, provided the hire is under the Construction Plant- Hire Association or Scottish Plant Owners Association or International Powered Access Federation or Hire Association Europe Model conditions or under written conditions no less onerous than these conditions.

We will indemnify You in respect of Damage to any item of Hired in Plant while it is hired or loaned to a third party provided that the terms are no less onerous than those terms under which the Hired in Plant was hired in by You.

The maximum that We will pay in respect of any one loss is £25,000.

Indemnity to Sub-Contractors

We will, to the extent required by contract conditions, provide indemnity to nominated or domestic sub-contractors in respect of Damage to the Property Insured.

Locating and Tracking Devices

We will not apply an Excess in respect of theft of a vehicle which is

- (1) insured under Your Plant or Hired in Plant
and
- (2) fitted with an activated operational locating/tracking device of a type approved by Us.

Loss of Keys

If the key to any immobiliser permanently fitted to a vehicle included as Your Plant or Hired in Plant is lost or stolen, We will indemnify You in respect of the cost of replacing the cylinder of the lock.

The maximum that We will pay in respect of any one loss is £100.

We will not indemnify You in respect of the first £50 of each claim.

Off-Site Storage

The Works includes materials, anywhere within the Territorial Limits, separately stored and identified for inclusion in any Contract.

The maximum that We will pay in respect of any one loss is either

- (1) the value of the materials as detailed in an interim certificate under any standard printed contract conditions
or
- (2) where materials have not been included in an interim certificate under any standard printed contract conditions
 - (a) £50,000,
or
 - (b) £25,000 for non-ferrous metals provided they are stored in a securely locked container or building,
or
 - (c) 15% of the Estimated Original Contract Price
whichever is the lower.

Professional Fees

We will indemnify You in respect of professional fees necessarily incurred in reinstating, repairing or replacing the Works following Damage.

We will not indemnify You in respect of fees

- (1) more specifically insured.
- (2) incurred in preparing a claim.

Asset Protection Contract Works

- **Clauses**
(continued)

Redrawing Plans or Documents

We will indemnify You in respect of the cost of rewriting or redrawing plans, drawings or other Contract documents following Damage.

The maximum that We will pay in respect of any one loss is £25,000.

Show Properties

We will indemnify You in respect of Damage to show properties including their contents.

The maximum that We will pay in respect of the contents of any one show property is £35,000.

Speculative Building

We will indemnify You in respect of Damage to any private dwelling You have erected on a speculative basis.

This indemnity will cease on

(1) the date You sell, lease or rent the property,
or

(2) 180 days from Practical Completion

whichever is the earlier.

Taken Into Use

We will indemnify You in respect of Damage to any part of the permanent Works taken into use as private dwellings or offices.

This indemnity will cease when

(1) a certificate of completion has been issued,
or

(2) the permanent Works have been completed and handed over to Your employer.

Exceptions

The following exceptions apply to this Section in addition to the Policy Exceptions at the back of this policy.

We will not indemnify You in respect of

(1) Damage to any part of the permanent Works

(a) for which a certificate of completion has been issued,
or

(b) which has been completed and handed over to Your employer,
or

(c) taken into use

unless the Damage occurs

(i) during the Maintenance Period but is caused before the beginning of the Maintenance Period, or

(ii) while You are carrying out Your obligations under the Maintenance Period, or

(iii) within 14 days of the issue of a certificate of completion but only to the extent You are responsible under the conditions of the Contract.

(2) Damage as a result of

(a) gradual deterioration or wear and tear.

(b) rust or mildew.

(3) repair to or replacement of any item of Your Plant or Hired in Plant caused by its own mechanical or electrical breakdown, failure, breakage or derangement other than in respect of Hired in Plant and for which You are responsible under the terms of a hire agreement not being a leasing or hire purchase agreement.

Asset Protection Contract Works

- **Exceptions**
(continued)

- (4) Damage to
 - (a) Existing Structures.
 - (b) Money.
 - (c) any mechanically propelled vehicle, including any trailer attached, licensed for road use and for which a certificate of motor insurance is required, other than a vehicle used solely as a tool of trade.
 - (d) any aircraft or waterborne vessel.
 - (e) property for which You are relieved of responsibility by the conditions of the Contract.
- (5) Damage
 - (a) by disappearance or shortage discovered only when an inventory is taken.
 - (b) which is not traceable to an event.
- (6) Damage caused by pollution or contamination other than that of or to the Property Insured.
- (7) liquidated damages, fines or any other penalties under contract for delay or non-completion.
- (8) consequential loss or damage of any kind.
- (9) the cost of normal upkeep or making good.
- (10) Damage to and the cost necessary to reinstate or repair
 - (a) Property Insured which is in a defective condition due to a defect in
 - (i) design, plan or specification
 - (ii) materials
 - (iii) workmanshipof or of any part of that Property Insured.
 - (b) other Property Insured to enable the reinstatement or repair of Property Insured excluded by (a) above.

This exception will not apply to other Property Insured which is free of the defective condition but is damaged as a result.

Property Insured will not be considered as having suffered Damage solely by virtue of the existence of any defect in design, plan, specification, materials or workmanship in, or in any part of, that Property Insured.
- (11) the Excess/Excesses.
- (12) any Damage whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss
 - (a) Terrorism
 - (b) civil commotion in Northern Ireland
 - (c) any action taken in controlling, preventing, suppressing or in any way relating to (a) and/or (b) above

Asset Protection Contract Works

- **Clauses**
(continued)

Terrorism shall mean

- (i) in respect of Damage occurring in England Wales and Scotland only (but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987 nor the Isle of Man or the Channel Islands) 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
- (ii) in respect of Damage occurring in any Territory not specified in (i) above any act or acts including but not limited to
 - the use or threat of force and/or violence and/or
 - harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm or damage by nuclear and/or chemical and/or biological and/or radiological meanscaused or occasioned by any person(s) or group(s) of persons or so claimed in whole or in part for political, religious, ideological or similar purposes.

In any action suit or proceedings where We allege that any Damage results from Terrorism as defined above and is therefore not covered by this Section the burden of proving that any such Damage is covered under this Section will be upon You.

- (13) the theft of unfixed non-ferrous metals of any description unless at the time of theft
 - (a) an authorised Employee or agent of The Policyholder is actually on site, or
 - (b) such property is contained in a securely locked container or building.
- (14) Damage arising from fire caused by the combustion of fuel, or of hydraulic fluids, escaping as a result of Damage to ,or deterioration of pipes, hoses or similar lines, unless they have been regularly inspected and maintained in accordance with the manufacturers recommended service and maintenance intervals and standards, and a record of such has been kept by You.
- (15) (a) Damage to Your Plant and Hired in Plant occurring underground, unless it can be repaired underground, or brought back to the surface at your own expense,
or
 - (b) any costs and expenses incurred in connection with the abandonment, for any reason whatsoever, of Your Plant or Hired in Plant underground.
- (16) Damage caused by or arising out of materials treated or processed by Your Plant or Hired in Plant, or by foreign bodies entering such plant or equipment.

Conditions

The following conditions apply to this Section in addition to the Policy Conditions at the back of this policy.

Adjustment of Premium

If the premium is based on estimates You have supplied You must

- (1) keep accurate records (which We may require to examine) of all relevant information.
- (2) submit a declaration within one month after the expiry of the Period of Insurance so that the premium can be calculated and (subject to any minimum premium requirements) any difference paid by or to You.

Asset and Revenue Protection Terrorism

Definitions

The following definitions apply to this Section in addition to the Policy Definitions at the front of this policy and keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.

Act of Terrorism	Acts of persons acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of HM Government in the United Kingdom or any other government de jure or de facto.
Computer System	A computer or other equipment or component or system or item which processes stores transmits or receives Data.
Covered Loss	All losses arising under any of the Heads of Cover as a result of damage to or the destruction of Property in the Territory, the proximate cause of which is an Act of Terrorism.
Data	Data of any sort whatever, including without limitation tangible or intangible data, and any programs or software, bandwidth, cryptographic keys, databases, documents, domain names or network addresses or anything similar, files, interfaces, metadata, platforms, processing capability, storage media, transaction gateways, user credentials, websites, or any information whatever.
Denial of Service Attack	<p>Any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability or performance of networks, network services, network connectivity or Computer Systems.</p> <p>Denial of Service Attacks include, but are not limited to, the generation of excess traffic into network addresses, the exploitation of system or network weaknesses, the generation of excess or non-genuine traffic between and amongst networks and the procurement of such actions or instructions by other Computer Systems.</p>
Excess	The amount(s) specified in this Section and The Schedule which We will deduct from each and every claim at each separate location. The amount(s) to be deducted after the application of any Average condition.
Hacking	Unauthorised access to any Computer System, whether Your property or not.
Heads of Cover	<p>Any of the following types of direct insurance cover</p> <ol style="list-style-type: none">(1) Buildings and completed structures(2) Other property(3) Business Interruption(4) Book Debts <p>insured under this policy.</p>
Individual	<p>Any person other than</p> <ol style="list-style-type: none">(1) a company, association, public body or partnership unless the partnership is not set up for the purpose of a business.

Asset and Revenue Protection Terrorism

Definitions

(continued)

- (2) a sole trader, trustee or body of trustees provided that the property insured is not solely occupied as a private residence of the sole trader or of either a trustee or beneficiary of the trust. If however, the property is a private dwelling house or a self-contained unit insured as part of a block of units (i.e. a block of flats), and is occupied as a private residence by any of the trustee(s) or any beneficiary of the trust, or sole trader(s), it will be considered that the property is insured in the name of the individual
- (3) a person insuring property which is the subject of a trust or of an executorship of a will unless some part of it is:
- (a) occupied by a beneficiary or a trustee of the trust in question, or by a beneficiary or an executor of the will in question; or
 - (b) located in premises owned by any such person, and the commercially occupied proportion of the property does not exceed 20%
- (4) an individual insuring property that is of sole commercial use
- (5) an individual insuring property where the commercially occupied proportion of the property exceeds 20%.

Where two or more persons have arranged insurance on a private residence or private property in their several names, and/or the name of The Policyholder includes the name of a bank, building society or other financial institution for the purpose of noting their interest in the property insured, then such persons will be deemed to be an Individual in respect of that private residence or private property.

Nuclear Installation

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

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

Nuclear Reactor

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

Asset and Revenue Protection Terrorism

Definitions (continued)

Phishing	Any access or attempted access to Data made by means of misrepresentation or deception.
Property	For the purposes of this Section only, all property whatsoever, but excluding: <ol style="list-style-type: none">(1) any land or building which is occupied as a private residence or any part thereof which is so occupied, unless<ol style="list-style-type: none">(a) insured under the same contract of direct insurance as the remainder of the building which is not a private residence or(b) not insured in the name of an Individual(2) 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.
Territory	England and Wales and Scotland (but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987 nor the Channel Islands, the Isle of Man or Northern Ireland).
Treasury	The Lords Commissioners of HM Treasury from time to time or any successor relevant authority.
Virus or Similar Mechanism	Program code, programming instruction or any set of instructions constructed with the purpose and ability, or purposely used, to damage, interfere with, adversely affect, infiltrate or monitor computer programs, Computer Systems, Data or operations, whether involving self-replication or not. The definition of Virus or Similar Mechanism includes but is not limited to trojan horses worms and logic bombs and the exploitation of bugs or vulnerabilities in a computer program to damage, interfere with, adversely affect, infiltrate or monitor as above.

Asset and Revenue Protection Terrorism

Cover

We will indemnify You in respect of a Covered Loss during the Period of Insurance subject to the provisions set out below.

The maximum We will pay in any one Period of Insurance will not exceed the limit of liability or Sum Insured for each of the Heads of Cover specified in the Section of this policy.

In any action, suit or proceedings where We allege that any loss is not covered by this Section, You must prove that the loss is covered.

This Section is subject to all the Definitions, Conditions and Clauses of the Sections where the Heads of Cover are insured. If there is conflict between this Section and the rest of the policy, this Section will prevail.

Conditions

The following conditions apply to this Section in addition to the Policy Conditions at the back of this policy.

(1) We may cancel the cover provided by this Section by sending You 30 days written notice to Your last known address.

We will refund a proportionate part of any premium paid for the unexpired period provided that there has been no

(a) claim(s) made under this Section for which We have made a payment or which are still under consideration

(b) incident(s) which You are aware of and are likely to give rise to a claim which has already been or is yet to be reported to us

during the current Period of Insurance.

If in relation to any claim You have failed to fulfil any of the following conditions, We will not pay that claim.

You must

(2) declare to Us all property and/or premises owned by You, or for which You are responsible, and, if applicable, all Business Interruption and Book Debt exposures, including all property and/or premises, Business Interruption and Book Debts of subsidiary companies

(3) purchase Terrorism cover from a Pool Reinsurance Company Limited member company in respect of all

(a) such property and/or premises and

(b) such Business Interruption and Book Debts

unless We agree otherwise in writing.

Asset and Revenue Protection Terrorism

Exceptions

The following exceptions apply to this Section in addition to the Policy Exceptions at the back of this policy.

We will not indemnify You in respect of any losses whatsoever

- (1) occasioned by 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) unless and until the Treasury issues a certificate certifying the event or events in question to have been an Act of Terrorism, or, in the event of the Treasury refusing to issue such a certificate, a tribunal formed following reference by Pool Reinsurance Company Limited or the Treasury determines the event or events in question to have been an Act of Terrorism.
- (3) directly or indirectly caused by 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.

Proviso to Exception (3)

- (1) Covered Loss otherwise falling within Exception (3) will not be treated as excluded by Exception (3) solely to the extent that such Covered Loss:
 - (a) results directly (or, solely as regards (b) (iii) below, indirectly) from
 - (i) fire, explosion, flood, escape of water from any tank, apparatus or pipe (including any sprinkler system),
 - (ii) impact of aircraft or any aerial devices or articles dropped from them,
 - (iii) 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,
 - (iv) destruction of, damage to or movement of buildings or structures, plant or machinery other than any Computer System; and
 - (b) comprises:
 - (i) the cost of reinstatement, replacement or repair in respect of damage to or destruction of Property insured under any of the Heads of Cover; or
 - (ii) 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 and not by way of liability to any third party as a direct result of either damage to or destruction of Property insured under any of the Heads of Cover or as a direct result of denial, prevention or hindrance of access to or use of the Property insured under any of the Heads of Cover by reason of an Act of Terrorism causing damage to other Property within one mile of the Property insured under any of the Heads of Cover to which access is affected; or
 - (iii) 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
 - (c) 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.

Asset and Revenue Protection Terrorism

Exceptions

(continued)

-
- (2) For the purposes of this Proviso Property shall (additionally to those exclusions in the definition of Property below) exclude
- (a) any money, currency, electronic cryptographic or virtual currency including Bitcoin or anything similar, negotiable or non-negotiable instruments, financial securities or any other financial instrument of any sort whatever, including anything referred to in the definition of "Money" as set out in this policy; and
 - (b) any Data.
- (3) Notwithstanding the exclusion of Data from Property, to the extent that damage to or destruction of Property within the meaning of sub-paragraph (1) (b) above 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 sub-paragraph (1) (a) above 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 and otherwise falling within sub-paragraphs (1) (a) and (1) (b) above from being recoverable under this Section.

In no other circumstances, 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 Section.

Revenue Protection Business Interruption

Definitions

The following definitions apply to this Section, in addition to the Policy Definitions at the front of this policy, and keep the same meaning wherever they appear in the Section, unless an alternate definition is stated to apply.

Damage

Physical loss, destruction or damage.

Cover

In respect of each item in The Schedule, We will indemnify You in respect of any interruption or interference with The Business resulting from

- (i) Damage to property used by You at The Premises for the purpose of The Business occurring during the Period of Insurance caused by any of the following Contingencies
and
- (ii) provided that such Damage is not excluded by the – Specified Contingencies Section A1 or A2 and/or Property Damage - All Risks Section of this policy, whichever is stated as insured in The Schedule.

The Schedule will state

- (a) which of the following Contingencies apply
- (b) any Clauses, Extensions and Additional Contingencies which apply.

The maximum We will pay in respect of any one claim is

- (a) for any Item, the Sum Insured stated in The Schedule
- (b) in aggregate, the Total Sum Insured unless stated otherwise in the Specification.

Contingencies

Fire

- (1) Fire
- (2) Lightning
- (3) Explosion
 - (a) of boilers
 - (b) of gas in a building not being part of any gas works used for domestic purposes or used for lighting or heating the building

Explosion

Aircraft

Aircraft including

- (a) other aerial devices
- (b) articles dropped from them

Riot and Civil Commotion

Riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances or malicious persons acting on behalf of or in connection with any political organisation.

Revenue Protection Business Interruption

Contingencies (continued)

Riot, Civil Commotion and Malicious Damage

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

Earthquake

Underground Fire

Spontaneous Combustion

Fire caused by spontaneous combustion

Storm and Falling Trees

Storm, Flood and Falling Trees

Escape of Water/Oil

Escape of water from any tank, apparatus or pipe or escape of fuel from any fixed oil heating installation

Impact

Impact by any vehicle, or by goods falling therefrom, or any animal

Sprinkler Leakage

Water accidentally discharged or leaking from any automatic sprinkler installation at The Premises. but excluding

Theft

- (1) Theft or attempted theft
or
 - (2) Theft involving violence or threat of violence to You, Your partners, directors or Employees
-

All Risks

- (1) Any Damage not excluded by the terms of Section A2 - the Property Damage - All Risks Section of this policy
and
 - (2) Damage not otherwise excluded by the terms of Section A2 - the Property Damage - All Risks Section of this policy caused by Defined Contingencies (1) to (12) to
 - (a) boilers on The Premises
 - (b) glass, china, earthenware, marble or other fragile objects
 - (c) vehicles licensed for road use including accessories on or attached to them
 - (d) caravans or trailers
 - (e) railway locomotives or rolling stock
 - (f) watercraft or aircraft
 - (g) property in the course of construction including materials for use in the construction
 - (h) land, roads or pavements, piers, jetties, bridges, culverts or excavations
 - (i) livestock
 - (j) growing crops or trees
-

Subsidence

Subsidence or ground heave of the site of The Premises or landslip.

Revenue Protection Business Interruption

Conditions

The following conditions apply to this Section in addition to the Policy Conditions at the back of this policy.

Alteration

We will not indemnify You under this Section if

- (a) any Policyholder
 - (i) agrees a composition or arrangement with creditors
or
 - (ii) agrees a proposal for a voluntary arrangement for a composition of debts or a scheme of arrangement approved in accordance with the Insolvency Act 1986 (or any successor act)
or
 - (iii) has an application made under the Insolvency Act 1986 (or any successor act) to the court for the appointment of an administrator
or
 - (iv) has a winding up order made or a resolution for voluntary winding up passed (except for the purposes of amalgamation or reconstruction), or has a provisional liquidator, receiver, or receiver and manager of The Business duly appointed
or
 - (v) has an administrative receiver, as defined in the Insolvency Act 1986 (or any successor act), appointed or has possession taken by or on behalf of the holders of any debentures secured by floating charge or of any property comprised in or subject to the floating charge.
- (b) Your interest ceases otherwise than by Your death.

However, We will indemnify You if We agree otherwise in writing.

Claims Procedures

If in relation to any claim You have failed to comply with the following Claims Procedures You will lose Your right to indemnity under this Section.

You must

- (a) take any action reasonably practicable to minimise any interruption of or interference with The Business or to avoid or minimise any Damage
- (b) at Your expense, provide Us with
 - (i) a written claim
and
 - (ii) details of other insurances covering the Damage
within 30 days after the expiry of the Indemnity Period or such further time that We may allow
 - (iii) books, records and documents We require to assess Your claim
- (c) repay Us, any payment on account We have already made, if You fail to comply with this condition.

Index Linking

Renewal

Where it states in The Schedule that index linking applies, the amounts insured will be adjusted for movements in the Producer Price Index for Home Sales of Manufactured Products issued by the Department of Trade and Industry. g or any alternative index specified by Us in Our reasonable opinion

In the event of a negative index We will retain Your existing estimates, unless You advise Us otherwise.

Revenue Protection Business Interruption

Conditions (continued)

Property Cover

We will not indemnify You under this Section unless

- (1) there is in force at the time of the Damage, an insurance policy covering Your interest in the property at The Premises for the Damage,
and
- (2) (i) payment has been made or liability admitted for such Damage
or
(ii) payment would have been made or liability would have been admitted for such Damage but for the exclusion of losses below a stated amount in such insurance policy.

Subrogation Rights Waiver

In the event of a claim arising under this Section, We agree to waive any rights, remedies or relief to which We may be entitled by subrogation against

- (1) any company whose relationship to You is either a parent to subsidiary or subsidiary to parent
- (2) any company which is a subsidiary of a parent company of which You are Yourselfs a subsidiary

as defined in, or within the meaning of the relevant Companies Act or Companies (NI) Order, current at the time of the Damage.

Payments on Account

Claim payments on account may be made to You during the Indemnity Period, if required.

Exceptions

The following exceptions apply to this Section in addition to the Policy Exceptions at the back of this policy.

We will not indemnify You in respect of

- (1) Damage caused by the deliberate act of a supply undertaking in withholding the supply of water, gas, electricity, fuel or telecommunications services.
However, We will indemnify You in respect of
 - (a) such Damage which itself results from a cause not otherwise excluded
 - (b) subsequent Damage which is not otherwise excluded.
- (2) erasure or distortion of Data unless caused by Damage to the equipment on or in which the Data is processed or recorded.
- (3) any Damage resulting directly or indirectly from or in connection with any of the following regardless of any other cause or event contributing concurrently or other sequence to the loss
 - (a) Terrorism
 - (b) civil commotion in Northern Ireland
 - (c) any action taken in controlling, preventing, suppressing, or in any way relating to (a) and/or (b) above.

Revenue Protection Business Interruption

Exceptions (continued)

Terrorism means

- (i) in respect of Damage occurring in England, Wales and Scotland only (but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987 nor the Isle of Man or the Channel Islands) 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 Her Majesty's government in the United Kingdom or any other government de jure or de facto
- (ii) in respect of Damage occurring in any territory not specified in (i) above any act or acts including but not limited to
 - the use or threat of force and/or violence and/or
 - harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm or damage by nuclear and/or chemical and/or biological and/or radiological meanscaused or occasioned by any person(s) or group(s) of persons or so claimed in whole or in part for political, religious, ideological or similar purposes.

In any action, suit or other proceedings where We allege that any Damage results from Terrorism as defined above and is therefore not covered by this Section, the burden of proving that any such Damage is covered under this Section will be upon You.

- (4) any Damage to Computer and Electronic Equipment, Failure or Loss of Data resulting directly or indirectly from, or in connection with
 - (i) Virus or Similar Mechanism,
 - (ii) Denial of Service Attack,
 - (iii) unauthorised access to or use of Computer and Electronic Equipment.

However, We will indemnify You in respect of subsequent Damage to property used by You for the purposes of The Business at The Premises caused by or resulting from Defined Contingencies (1) to (11), (13) and (15) which is not otherwise excluded.

Revenue Protection Business Interruption

Insured Profit Sum Insured Basis Specification

Item	Insured Profit Sum Insured stated in The Schedule.
<p>Definitions</p> <p><i>The following definitions apply to this Specification in addition to the definitions stated in this Section and the Policy Definitions at the front of this policy and keep the same meaning wherever they appear in the Specification.</i></p>	<p>Insured Profit</p> <p>(a) The combined value of the Turnover, closing stock and work in progress less</p> <p>(b) the combined value of opening stock and work in progress and Uninsured Working Expenses.</p> <p>The values of opening and closing stocks and work in progress will</p> <p>(i) be calculated using Your usual accounting methods</p> <p>(ii) make due provision for depreciation.</p>
	<p>Indemnity Period</p> <p>The period during which The Business results are affected due to the Damage, beginning with the date of the Damage and ending not later than the Maximum Indemnity Period.</p>
	<p>Maximum Indemnity Period</p> <p>The number of months stated in The Schedule, unless amended in any Additional Contingency.</p>
	<p>Rate of Insured Profit</p> <p>Insured Profit earned on and expressed as a percentage of Turnover, during the financial year immediately before the date of the Damage.</p>
	<p>Annual Turnover</p> <p>The Turnover during the 12 months immediately before the date of the Damage.</p>
	<p>Standard Turnover</p> <p>The Turnover during that period in the 12 months immediately before the date of the Damage which corresponds with the Indemnity Period.</p> <p>Rate of Insured Profit, Annual Turnover and Standard Turnover may be adjusted to reflect any trends or circumstances which</p> <p>(a) affect The Business before or after the Damage</p> <p>(b) would have affected The Business had the Damage not occurred.</p> <p>The adjusted figures will represent as near as possible the results which would have been achieved during the same period had the Damage not occurred.</p>
	<p>Turnover</p> <p>Money paid or payable to You for</p> <p>(a) goods sold and delivered</p> <p>(b) services provided</p> <p>in course of The Business at The Premises.</p>

Revenue Protection Business Interruption

Definitions (continued)

Uninsured Working Expenses

- (a) purchases of materials for production or re-sale (less any discounts received)
- (b) discounts allowed
and
- (c) any additional Uninsured Working Expenses stated in The Schedule.

The words and expressions used in this definition will have the meaning usually attached to them in Your books and accounts.

Notes

- 1 All terms in this Section exclude Value Added Tax to the extent that You are accountable to the Tax Authorities for Value Added Tax.
- 2 Any adjustment made for current cost accounting will be ignored.

Basis of Settlement

This insurance is limited to loss of Insured Profit due to

- (a) reduction in Turnover
and
- (b) increase in cost of working.

We will pay

- (i) in respect of reduction in Turnover:

the sum produced by applying the Rate of Insured Profit to the amount by which due to the Damage, the Standard Turnover exceeds the Turnover during the Indemnity Period

- (ii) in respect of increase in cost of working:

any additional expense You necessarily and reasonably incur solely to prevent or limit a reduction in Turnover during the Indemnity Period which but for such additional expenses would have taken place due to the Damage. We will not pay more than the amount produced by applying the Rate of Insured Profit to the reduction in Turnover avoided by the expenditure

less any savings during the Indemnity Period in business charges or expenses, payable out of Insured Profit, which reduce or cease due to the Damage.

If at the time of the Damage the Sum Insured is less than the sum produced by applying the Rate of Insured Profit to the Annual Turnover (proportionately increased where the Maximum Indemnity Period exceeds 12 months), You will be Your own insurer for the difference and bear a rateable share of the loss.

Revenue Protection Business Interruption

Clauses

The following Clauses apply to this specification.

Alternative Premises

The Turnover during the Indemnity Period will include any money paid or payable to You during the Indemnity Period for goods sold or services provided elsewhere than at The Premises.

Auditors and Professional Accountants

We will pay Your auditor's and professional accountant's reasonable charges for

- (a) producing information We require for investigating any claim and
- (b) confirming the information is in accordance with Your business books.

The maximum We will pay for any claim, including auditor's and professional accountant's charges, is the Sum Insured.

Automatic Reinstatement

The Sums Insured stated in The Schedule will not be reduced by the amount of any claim unless We or You give written notice to the contrary.

However, You must pay the additional premium required to reinstate the Sum Insured.

Return Premium

We will allow a return premium for the Period of Insurance where

- (a) You provide Us with a professional accountant's declaration of Insured Profit earned in Your financial year most closely corresponding to that Period of Insurance and
- (b) the declared figure (proportionately increased where the Maximum Indemnity Period exceeds 12 months) is less than the Sum Insured.

The adjustment will be based on the difference between the declared figure (proportionately increased where necessary) and the Sum Insured.

The maximum We will repay is 50% of the premium paid by You for the Period of Insurance.

We will not return premium for any reduction in Insured Profit which is entirely due to a claim.

Uninsured Working Expenses

Any increase in cost of working payment will take into account any Uninsured Working Expenses (having been deducted in arriving at the Insured Profit) which have not reduced in proportion to the reduction in Turnover.

We will calculate any such payment on the basis of the proportion that the Insured Profit bears to the Insured Profit and the total Uninsured Working Expenses.

Revenue Protection Business Interruption

Increased Cost of Working – Commercial and Industrial Specification

Items

Increase in Cost of Working Sum Insured stated in The Schedule
Auditor's and Professional Accountant's Charges stated in The Schedule
The Schedule will state
(1) which of the above items apply
(2) any other items which apply.

Definitions

The following definitions apply to this Specification in addition to the definitions stated in this Section and the Policy Definitions at the front of this policy and keep the same meaning wherever they appear in the Specification.

(I)Indemnity Period The period during which The Business results are affected due to the Damage, beginning with the date of the Damage and ending not later than the Maximum Indemnity Period.

(I)Maximum Indemnity Period The number of months stated in The Schedule, unless amended in any Additional Contingency.

(I)Maximum Limit

(a) The result of dividing the Sum Insured, for Increase in Cost of Working, by the number of separate buildings at all of The Premises.

(b) If a special limit stated in The Schedule applies to one or more building, the Maximum Limit for the building will be calculated by applying the 'Percentage Limit' shown against each building to the Sum Insured for Increase in Cost of Working.

The remainder of the Sum Insured will be divided equally between the other buildings to produce the Maximum Limit for each.

If the limit is shown as an amount, this amount will be the Maximum Limit for the building concerned.

(I)Remainder Limit The Maximum Limit less any sum paid or payable for loss during the first three months of the Indemnity Period.

(I)Remainder Period The Maximum Indemnity Period less three months

Basis of Settlement

We will pay Your additional expenditure which has been reasonably and necessarily incurred, as a result of the Damage, to continue The Business during the Indemnity Period.

The maximum amount We will pay will not exceed

- (1) during the first three months of the Indemnity Period 25% of the Maximum Limit
- (2) for each subsequent month of the Indemnity Period the proportion of the Remainder Limit which the one month bears to
 - (a) the Remainder Period
 - or
 - (b) nine monthswhichever is the longer,

less any savings in such expenditure during the Indemnity Period which reduce or cease due to the Damage.

The maximum amount We will pay for any one building is the Maximum Limit.

Auditor's and Professional Accountant's Charges

We will pay Your auditor's and professional accountant's reasonable charges for

- (1) producing information We require for investigating any claim and
- (2) confirming the information is in accordance with Your business books.

The maximum amount We will pay is the Sum Insured, for this Item, stated in The Schedule.

Legal Liabilities

Employers' Liability

Definitions

The following definitions apply to this Section, in addition to the Policy Definitions at the front of this policy and keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.

Bodily Injury

Bodily injury including death, illness, disease or nervous shock.

Compensation

Damages, including interest.

Costs and Expenses

- (1) Fees for The Insured's legal representation at
 - (a) any Coroner's Inquest or Fatal Accident Inquiry
 - (b) proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of statutory duty
 - (2) Costs and expenses incurred with Our written consent
 - (3) Any claimant's legal costs for which The Insured is legally liable
- in connection with any event which is or may be the subject of indemnity under this Section.

Terrorism

Any act or acts including but not limited to

- (1) the use or threat of force and/or violence and/or
- (2) harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm or damage by nuclear and/or chemical and/or biological and/or radiological means

caused or occasioned by any person(s) or group(s) of persons or so claimed in whole or in part for political, religious, ideological or similar purposes.

The Defined Territories

Great Britain, Northern Ireland, the Isle of Man, the Channel Islands or offshore installations within the Continental Shelf around such territories.

The Insured

- (1) You.
- (2) Your personal representatives in respect of legal liability You incur.
- (3) At Your request
 - (a) any director, partner or Employee of Yours
 - (b) the officers, committees and members of Your
 - (i) canteen, social, sports, educational and welfare organisations
 - (ii) first aid, fire, security and ambulance services

in their respective capacities as such

 - (c) any principal for whom You are carrying out a contract to the extent required by the contract conditions
 - (d) those who hire plant to You to the extent required by the hiring conditions

or the personal representative of any of these persons

in respect of legal liability for which You would have been entitled to indemnity if the claim had been made against You.

Each indemnified party will be subject to the terms of this Section so far as they apply.

The total amount which We will pay will not exceed The Limit of Indemnity regardless of the number of parties claiming to be indemnified.

Legal Liabilities

Employers' Liability

Definitions

(continued)

The Limit of Indemnity

The maximum amount, stated in The Schedule, including Costs and Expenses, which We will pay in respect of any one claim or series of claims against The Insured arising out of one cause.

The Territorial Limits

Anywhere in the world in connection with The Business conducted by You from premises within The Defined Territories.

We will not provide indemnity in respect of Bodily Injury to any Employee engaged by You outside The Defined Territories for the purpose of work by any such Employee outside The Defined Territories.

Cover

We will indemnify The Insured against

- (1) legal liability to pay Compensation
- and
- (2) Costs and Expenses

in respect of Bodily Injury caused during the Period of Insurance to any Employee arising out of and in the course of employment by You in The Business within The Territorial Limits.

The maximum We will pay is The Limit of Indemnity.

Clauses

The following clauses apply to this Section.

Additional Activities

The Business includes

- (1) ownership, use and upkeep of Your premises.
- (2) upkeep of vehicles and plant which are owned and used by You.
- (3) canteen, social, sports, educational and welfare organisations for the benefit of any Employee.
- (4) Your first aid, fire, security and ambulance services.
- (5) Your participation in exhibitions.
- (6) private work by any Employee, with Your prior consent, for You or for any director, partner or Employee of Yours.

Contractual Liability

We will indemnify The Insured in respect of liability for Bodily Injury imposed on You solely by reason of the terms of any agreement provided that the conduct and control of any claim is vested in Us.

We will not provide indemnity in respect of any agreement for or including the performance of work outside The Defined Territories

Cross Liabilities

We will indemnify each party named as The Policyholder in The Schedule as if a separate policy had been issued to each.

The total amount payable will not exceed The Limit of Indemnity regardless of the number of parties claiming to be indemnified.

Legal Liabilities Employers' Liability

Clauses (continued)

Legal Expenses arising from Corporate Manslaughter and Corporate Homicide Act 2007

We will indemnify You in respect of

- (1) legal fees and expenses incurred with Our written consent for defending proceedings, including appeals
- (2) costs of prosecution awarded against You which arise from criminal proceedings for any offence as defined in Section 1 of the Corporate Manslaughter and Corporate Homicide Act 2007.

We will not provide indemnity

- (1) unless the proceedings relate to an actual or alleged offence committed during the Period of Insurance within The Defined Territories and in connection with The Business.
- (2) in respect of proceedings which
 - (a) result from any deliberate act or omission by You.
 - (b) relate to any person other than an Employee.
- (3) in respect of any
 - (a) fines.
 - (b) remedial or publicity orders or any steps required to be taken by such orders.
- (4) where indemnity is provided by another insurance policy.

Legal Expenses arising from Health and Safety Legislation

We will indemnify The Insured in respect of

- (1) legal fees and expenses incurred with Our written consent for defending proceedings, including appeals
- (2) costs of prosecution awarded against The Insured
which arise from any health and safety inquiry or criminal proceedings for any breach of the Health and Safety at Work etc Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978.

We will not provide indemnity

- (1) unless the proceedings relate to an actual or alleged act, omission or incident committed during The Period of Insurance within The Defined Territories and in connection with The Business.
- (2) in respect of proceedings which
 - (a) result from any deliberate act or omission by You.
 - (b) relate to the health and safety of any person other than an Employee.
- (3) where indemnity is provided by another insurance policy.

Our Right of Recovery

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

However, You will repay to Us all sums We would not have been liable to pay but for the provisions of such law.

Legal Liabilities Employers' Liability

Clauses (continued)

Payment for Court Attendance

We will compensate You if, at Our request, You, any director, partner or Employee of Yours, is attending court as a witness in connection with a claim for which The Insured is entitled to indemnity.

The maximum We will pay for

- | | |
|--------------------------------------|---------------|
| (1) You, each director or partner is | £500 per day. |
| (2) each Employee is | £250 per day. |

Unsatisfied Court Judgments

We will, at Your request, pay any Employee or his or her personal representative, the amount of damages and costs awarded to such person as a result of a judgment which has been obtained for Bodily Injury against any company registered in or any individual domiciled in The Defined Territories and which remain unpaid six months after the date of such judgment.

Payment will only be made where

- (1) the Bodily Injury was caused during any Period of Insurance to the Employee arising out of and in the course of employment by You in The Business.
- (2) the judgment was obtained in a court within The Defined Territories.
- (3) there is no appeal outstanding to the judgment.
- (4) the Employee, or his or her personal representative, assigns the judgment debt to Us.

Exceptions

The following exceptions apply to this Section in addition to the Policy Exceptions at the back of this policy.

We will not provide indemnity in respect of

- (1) work in or on and travel to, from or within any offshore
 - (a) accommodation, exploration, drilling or production rig or platform.
 - (b) support vessel.
- (2) Bodily Injury sustained by any Employee when such person is
 - (a) carried in or upon a vehicle
 - (b) entering or getting on to, or alighting from, a vehicle where any road traffic legislation requires insurance or security.
- (3)
 - (a) liquidated damages.
 - (b) penalty clauses.
 - (c) fines.
 - (d) aggravated, restitutionary, punitive or exemplary damages or any additional damages resulting from the multiplication of compensatory damages or other non-compensatory damages.
- (4) any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event
 - (a) Terrorism
 - (b) any action taken in controlling, preventing, suppressing or in any way relating to (a) above

except as stated in **Special Provision - Terrorism** below

In any action, suit or other proceedings where We allege that any consequence whatsoever resulting directly or indirectly from or in connection with (4)(a) and/or (4)(b) above regardless of any other contributory cause or event is not covered under this Section (or is covered only up to a specified limit of liability) the burden of proving that any such consequence is covered (or is covered beyond that limit of liability) under this Section shall be upon You.

Legal Liabilities

Employers' Liability

Exceptions (continued)

Special Provision - Terrorism

Subject otherwise to the terms of the policy

Neither of the exclusions in (4)(a) and (4)(b) above shall apply to the Employers' Liability Section but the Limit of Indemnity for the purpose of this Special Provision - Terrorism is limited to £5,000,000 including Costs and Expenses.

- (5) work on or in
 - (a) power stations or nuclear installations/establishments.
 - (b) oil, gas or chemical
 - (i) refineries
 - (ii) bulk storage premises
 - (iii) production premises.
 - (c) aircraft, aerospace systems or hovercraft.
 - (d) watercraft other than work, not involving the use of heat, on or in watercraft in docks, harbours, boatyards or inland waterways.
 - (e) railways, tramways, airports, aerodromes or any airbase.

Conditions

The following conditions apply to this Section in addition to the Policy Conditions at the back of this policy.

Premium Adjustment

- (1) At renewal, where it is stated in The Schedule that index linking applies, the estimates upon which the premium is based will be adjusted for movements in The Average Weekly Earnings Index issued by the relevant government department or any alternative index specified by Us in Our reasonable opinion.

In the event of a negative index We will retain Your existing estimates, unless You advise Us otherwise.
- (2) Where it is stated in The Schedule that declarations apply
 - (a) You will, within one month after the Expiry Date shown in The Schedule, supply the information We require
 - and
 - (b) We will adjust the premium for the expired period subject to any minimum premium(s) applying.

Legal Liabilities Employers' Liability

Additional Endorsements

This Section extends to include the following Additional Endorsements, only if stated as applying in The Schedule.

Erection of Buildings

We will only indemnify The Insured in respect of contracts, undertaken by The Insured, for the erection of buildings not exceeding 10 metres in height including

- (1) partial or total demolition
- (2) road and footpath construction
- (3) laying pipes and drains
- (4) piling work

forming part of the contract.

We will not provide indemnity in respect of the use of explosives.

Erection, Alteration, Maintenance or Repair of Buildings

We will indemnify The Insured in respect of contracts, undertaken by The Insured, for the

- (1) erection, alteration, maintenance or repair of buildings not exceeding 10 metres in height and including any
 - (a) partial or total demolition
 - (b) road and footpath construction
 - (c) laying pipes and drains
 - (d) piling workforming part of the contract.

- (2) partial or total demolition of structures not exceeding four metres in height.

We will not provide indemnity in respect of the use of explosives.

General Builders

We will indemnify The Insured in respect of

- (1)
 - (a) partial or total demolition
 - (b) road and footpath construction
 - (c) laying pipes, drains and sewers
 - (d) piling work

only if this forms part of a contract undertaken by The Insured for the erection, alteration, maintenance or repair of buildings or structures.

- (2) partial or total demolition of structures not exceeding four metres in height.

We will not provide indemnity in respect of

- (1) water diversion or the use of explosives.
 - (2) the construction of or work on towers, steeples, chimney shafts, blast furnaces, viaducts, bridges, docks, tunnels, dams or reservoirs.
-

Civil Engineering Contractors including Road and Sewer Contractors

We will indemnify The Insured in respect of

- (1) partial or total demolition
 - (a) of structures as part of a contract, undertaken by The Insured, for erection, reconstruction, alteration, maintenance or repair.
 - (b) of other structures not exceeding four metres in height.
- (2) piling work contracts undertaken by The Insured for sheet piles in respect of the temporary support of trenches.

We will not provide indemnity in respect of

- (1) piling work contracts other than the use of sheet piles for the temporary support of trenches.
 - (2) water diversion or the use of explosives.
 - (3) the construction of or work on
 - (a) towers, steeples, chimney shafts or blast furnaces
 - (b) viaducts, bridges and flyovers other than for surfacing or resurfacing of roads thereon.
 - (c) docks, quaysides, jetties, harbours, tunnels, dams or reservoirs.
 - (4) digging below the Depth Limit shown in The Schedule.
-

Height Limit

We will not provide indemnity in respect of work at a height where the drop exceeds the Height Limit shown in The Schedule.

Legal Liabilities Public and Products Liability

Definitions

The following definitions apply to this Section, in addition to the Policy Definitions at the front of this policy and keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.

Asbestos	Asbestos, asbestos fibres or any derivatives of asbestos.
Bodily Injury	Bodily injury including death, illness, disease or nervous shock.
Compensation	Damages, including interest.
Costs and Expenses	(1) Fees for The Insured's legal representation at <ol style="list-style-type: none">any Coroner's Inquest or Fatal Accident Inquiryproceedings in any Court of Summary Jurisdiction arising out of any alleged breach of statutory duty (2) Costs and expenses incurred with Our written consent (3) Any claimant's legal costs for which The Insured is legally liable in connection with any event which is or may be the subject of indemnity under this Section.
Damage	Physical <ol style="list-style-type: none">loss.destruction.damage.
Financial Loss	A pecuniary loss suffered by any <ol style="list-style-type: none">customer ofuser of any Products Supplied by The Insured and not caused by Personal Injury or Damage to Property.
Personal Injury	(1) Bodily Injury. (2) Wrongful <ol style="list-style-type: none">arrest, detention or imprisonment.eviction.accusation of shoplifting.
Pollution or Contamination	(1) Pollution or contamination of buildings or other structures or of water or land or the atmosphere and (2) all loss, Damage to Property and Bodily Injury directly or indirectly caused by such pollution or contamination.
Products Supplied	Anything which is <ol style="list-style-type: none">manufactured, sold, supplied, processed, altered or treatedrepaired, serviced or testedinstalled, constructed, erected or transported by You or on Your behalf and which is no longer in the custody or control of The Insured.
Property	Material property.

Legal Liabilities

Public and Products Liability

Definitions

(continued)

Terrorism

Any act or acts including but not limited to

(1) the use or threat of force and/or violence
and/or

(2) harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm or damage by nuclear and/or chemical and/or biological and/or radiological means

caused or occasioned by any person(s) or group(s) of persons or so claimed in whole or in part for political, religious, ideological or similar purposes.

The Defined Territories

Great Britain, Northern Ireland, the Isle of Man, the Channel Islands or offshore installations within the Continental Shelf around such territories.

The Employer

The party named as the employer in the contract or agreement.

The Insured

(1) You.

(2) Your personal representatives in respect of legal liability You incur.

(3) At Your request

(a) any director, partner or Employee of Yours

(b) the officers, committees and members of Your

(i) canteen, social, sports, educational and welfare organisations

(ii) first aid, fire, security and ambulance services in their respective capacities as such

(c) any principal for whom You are carrying out a contract, to the extent required by the contract conditions

(d) those who hire plant to You to the extent required by the hiring conditions

or the personal representatives of any of these persons in respect of legal liability for which You would have been entitled to indemnity if the claim had been made against You.

Each indemnified party will be subject to the terms of this Section so far as they apply.

The total amount which We will pay will not exceed The Limit of Indemnity regardless of the number of parties claiming to be indemnified.

The Limit of Indemnity

The maximum amount, stated in The Schedule, which We will pay in respect of any one event or all events of a series consequent on or attributable to one original cause.

In respect of Pollution or Contamination The Limit of Indemnity will apply to the total of all events happening in any one Period of Insurance.

The Period of Temporary Covers

Up to 28 days from the date on which The Insured enters into the contract or starts the work, whichever is the earlier.

Legal Liabilities Public and Products Liability

Definitions

(continued)

The Territorial Limits

Anywhere in the world in connection with The Business conducted by You from premises within The Defined Territories.

The Works

All works completed or to be completed by You or on Your behalf including

- (1) all materials incorporated or to be incorporated
- (2) plant, tools, equipment and temporary buildings used or to be used

for the period during which You are responsible under contract conditions.

Cover

We will indemnify The Insured against

- (1) legal liability to pay Compensation
and

- (2) Costs and Expenses

in respect of accidental

- (a) Personal Injury
- (b) Damage to Property
- (c) obstruction, trespass, nuisance or interference with any right of way, air, light or water

which arises in connection with The Business and which happens during the Period of Insurance and within The Territorial Limits.

The maximum We will pay is The Limit of Indemnity and any Costs and Expenses.

However, in respect of any claim brought in

- (1) the United States of America or any territory within its jurisdiction
- (2) Canada

the maximum We will pay, inclusive of Costs and Expenses, is The Limit of Indemnity.

Clauses

The following clauses apply to this Section.

Additional Activities

The Business includes

- (1) ownership, use and upkeep of Your premises.
- (2) upkeep of vehicles and plant which are owned and used by You.
- (3) Your canteen, social, sports, educational and welfare organisations for the benefit of any Employee.
- (4) Your first aid, fire, security and ambulance services.
- (5) Your participation in exhibitions.
- (6) private work by any Employee, with Your prior consent, for You or for any director, partner or Employee.

Legal Liabilities Public and Products Liability

Clauses *(continued)*

Building Contracts Liability and Damage

Where You are required to take out insurance to comply with

(1) Clause 6.5.1 of the Joint Contracts Tribunal Standard Form of Building Contract 2005 Edition or any subsequent amendment or replacement

or

(2) the equivalent clause in other contract conditions.

We will indemnify You and the Employer in respect of any expense, liability, loss, claim or proceedings which The Employer may incur or sustain as a result of accidental injury or Damage to any Property occurring within The Territorial Limits during The Period of Temporary Cover and caused by

- (a) collapse
- (b) subsidence
- (c) heave
- (d) vibration
- (e) weakening of or removal of support
- (f) lowering of ground water

arising out of or in the course of or due to the carrying out of The Works.

The maximum amount We will pay in respect of any or all claims arising out of any one contract is £2,000,000 and this amount shall be independent of The Limit of Indemnity.

You must ensure that

(1) You tell Us about each contract to which this indemnity is to apply no later than seven days of

(a) entering into the contract

or

(b) starting the work

whichever is the earlier.

(2) You agree the terms and pay the premium as We require in respect of this indemnity and for the continuation of this indemnity.

We will not provide indemnity in respect of

(1) the first £500 of each and every claim.

(2) any expense, liability, loss, claim or proceedings

(a) as a result of the negligence, omission or default of

(i) You, Your agents or any Employee.

(ii) any sub-contractor, his employees or agents.

(b) as a result of errors or omissions in the planning or designing of The Works.

(c) which could be reasonable foreseen to be inevitable in view of the nature of the work to be executed or the manner of its execution.

(d) which is at the sole risk of The Employer under the terms of the contract.

(3) liability assumed by The Employer by agreement and which would not have attached in the absence of any agreement.

(4) Damage to Property which comprises The Works.

(5) Damage directly caused by pressure waves from aircraft or other aerial devices.

Legal Liabilities Public and Products Liability

Clauses (continued)

Buildings Temporarily Occupied

We will indemnify The Insured in respect of legal liability for accidental Damage to premises (and their contents) temporarily occupied by The Insured for the purpose of carrying out The Business.

We will not provide indemnity in respect of Damage to

- (1) premises and their contents which You own or are loaned, leased, hired or rented to
 - (a) The Insured.
 - (b) any other party who is carrying out work on Your behalf.
- (2) The Works.

Legal Expenses arising from Consumer Protection Act 1987 and Food Safety Act 1990

We will indemnify The Insured in respect of

- (1) legal fees and expenses incurred with Our written consent for defending proceedings, including appeals
- (2) costs of prosecution awarded against The Insured

which arise from criminal proceedings for any breach of Part II of the Consumer Protection Act 1987 or Part II of the Food Safety Act 1990.

We will not provide indemnity

- (1) unless the proceedings relate to an actual or alleged act, omission or incident committed during the Period of Insurance within The Defined Territories and in connection with The Business.
- (2) in respect of proceedings which result from any deliberate act or omission by You.
- (3) where indemnity is provided by another insurance policy.

Contractual Liability

We will indemnify The Insured in respect of accidental Bodily Injury or Damage to Property imposed on You solely by reason of the terms of any agreement provided that the conduct and control of any claim is vested in Us.

We will not provide indemnity in respect of any agreement for or including the performance of work outside The Defined Territories.

Cross Liabilities

We will indemnify each party named as The Policyholder in The Schedule as if a separate policy had been issued to each.

The total amount payable will not exceed The Limit of Indemnity regardless of the number of parties claiming to be indemnified.

Legal Liabilities Public and Products Liability

Clauses *(continued)*

Data Protection

We will indemnify The Insured in respect of

- (1) legal fees and defence costs
- (2) legal liability for Compensation to an individual, the subject of personal data The Insured holds and who suffers material or non-material damage caused by inaccuracy of data, loss of the data, unauthorised destruction or disclosure of the data

arising from proceedings brought against The Insured under Section 13 of the Data Protection Act 1998 or under Article 82 of the General Data Protection Regulation (Regulation (EU) 2016/679) or under any legislation implementing the General Data Protection Regulation or under any replacement legislation in respect of any of the foregoing.

The maximum We will pay for all claims happening during any one Period of Insurance is £2,000,000.

We will not provide indemnity in respect of

- (1)
 - (a) Personal Injury other than as provided by this clause
 - (b) Damage to Property
 - (c) fraud, dishonesty, insolvency, financial default, conspiracy, conversion, deceit, intimidation, inducement of breach of contract, injurious falsehood or breach of confidence
 - (d) libel, slander or defamation.
- (2) consequential losses.
- (3) liability as a result of You having authorised the destruction or disclosure of the data or which could reasonably have been expected to arise as a result of any other deliberate act or omission by You or any Employee.
- (4) liability which arises solely by reason of the terms of any agreement or in respect of liquidated damages.
- (5) liability under any penalty clause or any fine or statutory payment.
- (6) legal costs or expenses or financial losses in respect of any order for rectification or erasure of data or requiring that data to be supplemented by any other statements.
- (7) proceedings relating to Compensation for any Employee if the Employers' Liability Section of this policy is not in force.

Legal Liabilities Public and Products Liability

Clauses *(continued)*

Defective Premises

We will indemnify The Insured in respect of legal liability for accidental Bodily Injury or Damage to Property arising under

- (1) the Defective Premises Act 1972
- (2) the Defective Premises (Northern Ireland) Order 1975 or the Defective Premises (Landlord's Liability) Act (Northern Ireland) 2001

in connection with any premises which You previously owned or occupied for the purposes of The Business.

We will not provide indemnity in respect of the cost of rectifying any defect or alleged defect in such premises.

Employees' and Visitors' Personal Belongings

We will indemnify the Insured in respect of legal liability for accidental Damage to Employees' and visitors' vehicles and personal belongings which are in the custody or control of The Insured.

We will not provide indemnity where this Property is

- (1) loaned, leased, hired or rented to The Insured.
- (2) stored for a fee or other consideration by The Insured.
- (3) in the custody or control of The Insured for the purposes of being worked upon.

Financial Loss

We will indemnify The Insured in respect of legal liability for Financial Loss as a direct result of Products Supplied.

The maximum We will pay, including Costs and Expenses, in respect of all claims made against The Insured in any one Period of Insurance is £25,000.

This indemnity only applies to claims made against The Insured during the currency of this Clause or within 30 days of its expiry.

We will not provide indemnity

- (1) in respect of Financial Loss as a result of
 - (a) circumstances which, at inception of this Public and Products Liability Section, The Insured knew or ought to have known about and which were likely to give rise to a claim.
 - (b) non or late delivery of Products Supplied.
 - (c) fraud, dishonesty, insolvency, financial default, conspiracy, conversion, deceit, intimidation, inducement of breach of contract or injurious falsehood.
 - (d) passing off or infringement of any trademark, trade name, merchandise mark, registered design, copyright or patent right.
 - (e) liability under the Data Protection Act 1998 or the General Data Protection Regulation (Regulation (EU) 2016/679) or under any legislation implementing the General Data Protection Regulation or under any replacement legislation in respect of any of the foregoing..
 - (f) any diminution in value of any Property or Products Supplied.
 - (g) liability imposed on The Insured solely by reason of the terms of any contract conditions or agreement.
 - (h) any consequence whatsoever directly or indirectly caused by or contributed to or arising from
 - (i) the presence of
 - (ii) the release ofAsbestos including any product containing Asbestos.

Legal Liabilities Public and Products Liability

Clauses *(continued)*

- (2) for the first £1,000 of Compensation, Costs and Expenses in respect of each and every loss.
-

Hired or Rented Premises

We will indemnify The Insured in respect of legal liability for accidental Damage to premises (including fixtures and fittings) within The Defined Territories which are hired, rented or loaned to The Insured in connection with The Business.

We will not provide indemnity in respect of

- (1) the first £250 of Compensation, Costs and Expenses in respect of such Damage caused other than by fire or explosion.
 - (2) liability imposed on The Insured solely by reason of the terms of any hiring or renting agreement.
 - (3) Damage caused by fire or any other peril against which any hiring or renting agreement specifies that insurance is taken out by The Insured.
-

Legal Expenses arising from Corporate Manslaughter and Corporate Homicide Act 2007

We will indemnify You in respect of

- (1) legal fees and expenses incurred with Our written consent for defending proceedings, including appeals
- (2) costs of prosecution awarded against You

which arise from criminal proceedings for any offence as defined in Section 1 of the Corporate Manslaughter and Corporate Homicide Act 2007.

We will not provide indemnity

- (1) unless the proceedings relate to an actual or alleged offence committed during the Period of Insurance within The Defined Territories and in connection with The Business.
 - (2) in respect of proceedings which
 - (a) result from any deliberate act or omission by You.
 - (b) relate to any Employee.
 - (3) in respect of any
 - (a) fines.
 - (b) remedial or publicity orders or any steps required to be taken by such orders.
 - (4) where indemnity is provided by another insurance policy.
-

Legal Expenses arising from Health and Safety Legislation

We will indemnify The Insured in respect of

- (1) legal fees and expenses incurred with Our written consent for defending proceedings, including appeals
- (2) costs of prosecution awarded against The Insured

which arise from any health and safety inquiry or criminal proceedings for any breach of the Health and Safety at Work etc Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978.

We will not provide indemnity

- (1) unless the proceedings relate to an actual or alleged act, omission or incident committed during the Period of Insurance within The Defined Territories and in connection with The Business.

Legal Liabilities Public and Products Liability

Clauses *(continued)*

- (2) in respect of proceedings which
 - (a) result from any deliberate act or omission by You.
 - (b) relate to the health and safety of any Employee.
- (3) where indemnity is provided by another insurance policy.

Motor Contingent Liability

We will indemnify You in respect of Your legal liability for accidental Bodily Injury and Damage to Property which arises from any vehicle or trailer attached thereto which is

- (1) (a) not owned by
 - (b) not loaned, leased, hired or rented to You nor provided by Youand
- (2) being used in connection with The Business in The Defined Territories.

We will not provide indemnity

- (1) in respect of Damage to the vehicle or trailer or goods carried in or on the vehicle or trailer.
- (2) while the vehicle is being driven by
 - (a) You.
 - (b) any person who to Your knowledge or that of Your representatives does not hold a licence to drive the vehicle unless such person has held and is not disqualified from holding or obtaining such a licence.
- (3) where indemnity is provided by another insurance policy.

Overseas Personal Liability

We will indemnify You and, at Your request, any director, partner or Employee of Yours in respect of legal liability for accidental Bodily Injury or Damage to Property incurred in a personal capacity whilst such persons are temporarily outside The Defined Territories in connection with The Business.

We will also indemnify any accompanying spouse and children.

Where You are an individual, this indemnity will also apply to Your personal liability whilst away from Your business premises in connection with The Business but within The Defined Territories.

We will not provide indemnity

- (1) where liability arises from
 - (a) any agreement unless liability would have existed otherwise.
 - (b) ownership or occupation of land or buildings.
 - (c) the carrying on of any trade or profession.
 - (d) ownership, possession or use of wild animals, firearms (other than sporting guns), mechanically propelled vehicles, aircraft or watercraft.
- (2) where indemnity is provided by another insurance policy.

Legal Liabilities Public and Products Liability

Clauses *(continued)*

Payment for Court Attendance

We will compensate You if, at Our request, You, any director, partner or Employee of Yours, is attending court as a witness in connection with a claim for which The Insured is entitled to indemnity.

The maximum We will pay for

- (1) You, each director or partner is £500 per day.
- (2) each Employee is £250 per day.

Exceptions

The following exceptions apply to this Section in addition to the Policy Exceptions at the back of this policy.

We will not provide indemnity in respect of

- (1) Personal Injury to any Employee arising out of and in the course of employment by You in The Business.
- (2) the ownership, possession or use by or on behalf of The Insured of any
 - (a) aircraft, aerial device or hovercraft.
 - (b) watercraft exceeding eight metres in length.
 - (c) motor vehicle, trailer or plant in circumstances where compulsory insurance or security is required by any road traffic legislation other than
 - (i) where described in the Motor Contingent Liability Clause.
 - (ii) the loading or unloading of any such vehicle, trailer or plant where indemnity is not provided by another insurance policy.
- (3) Damage to Property
 - (a) which You own or is loaned, leased, hired or rented to The Insured
 - (b) which is held in trust or in the custody or control of
 - (i) The Insured
 - (ii) any other party who is carrying out work on Your behalfother than in the circumstances described in the Hired or Rented Premises Clause, the Employees' and Visitors' Personal Belongings Clause or the Buildings Temporarily Occupied Clause.
- (4) Damage to or the cost incurred by anyone in repairing, removing, replacing, reapplying, rectifying or reinstating
 - (a) Products Supplied (other than Products Supplied under a separate contract).
 - (b) The Works.
- (5) recalling or making refunds in respect of
 - (a) Products Supplied.
 - (b) The Works.
- (6) advice, instruction, consultancy, design, formula, specification, inspection, certification or testing performed or provided separately for a fee or under a separate contract.
- (7)
 - (a) the carrying out of any work
 - (b) any Products Suppliedwhich affects or could affect
 - (i) the navigation, propulsion or safety of any aircraft or other aerial device.
 - (ii) the safety or operation of nuclear installations.

Legal Liabilities Public and Products Liability

Exceptions (continued)

- (8) Pollution or Contamination other than caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance.
- All Pollution or Contamination which arises out of one incident will be deemed to have happened at the time such incident takes place.
- (9) (a) work in or on and travel to, from or within
(b) Products Supplied to
any offshore
(i) accommodation, exploration, drilling or production rig or platform.
(ii) support vessel.
- (10) (a) liquidated damages.
(b) penalty clauses.
(c) fines.
(d) aggravated, restitutionary, punitive or exemplary damages or any additional damages resulting from the multiplication of compensatory damages or other non-compensatory damages.
- (11) work on or in
(a) power stations or nuclear installations/establishments.
(b) oil, gas or chemical
(i) refineries
(ii) bulk storage premises
(iii) production premises.
(c) aircraft, aerospace systems or hovercraft.
(d) watercraft other than work, not involving the use of heat, on or in watercraft in docks, harbours, boatyards or inland waterways.
(e) railways, tramways, airports, aerodromes or any airbase.
- (12) any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event
(a) Terrorism
(b) any action taken in controlling, preventing, suppressing or in any way relating to
(a) above

except as stated in **Special Provision - Terrorism** below.

In any action, suit or other proceedings where We allege that any consequence whatsoever resulting directly or indirectly from or in connection with (12)(a) and/or (12)(b) above regardless of any other contributory cause or event is not covered under this Section (or is covered only up to a specified limit of liability) the burden of proving that any such consequence is covered (or is covered beyond that limit of liability) under this Section shall be upon You.

Legal Liabilities Public and Products Liability

Exceptions (continued)

Special Provision - Terrorism

Subject otherwise to the terms of the policy

Neither of the exclusions in (12)(a) and (12)(b) above shall apply to the Public and Products Liability Section but The Limit of Indemnity for the purpose of this Special Provision - Terrorism is limited to £5,000,000 in respect of any one event or all events consequent on or attributable to one original cause or any other amount specified in the policy for Public and/or Products Liability whichever is the lower.

(13) the amount of Compensation, Costs and Expenses shown in The Schedule as applying in respect of each and every event resulting in Damage to Property.

You will reimburse any such amount paid by Us.

(14) (a) exposure to

(b) inhalation of

(c) fears of the consequences of exposure to or inhalation of

(d) the costs incurred by anyone in repairing, removing, replacing, recalling, rectifying, reinstating or managing (including those of any persons under any statutory duty to manage) any property arising out of the presence of

Asbestos including any product containing Asbestos.

(15) any liability arising directly or indirectly from, or in connection with, or consisting of any loss, destruction or damage, Failure or Loss of Data resulting directly or indirectly from or in connection with

(a) Virus or Similar Mechanism.

(b) Denial of Service Attack.

(c) unauthorised access to or use of Computer and Electronic Equipment.

However We will not exclude any liability in respect of any ensuing accidental Bodily Injury or accidental Damage to Property which is not otherwise excluded.

Conditions

The following conditions apply to this Section in addition to the Policy Conditions at the back of this policy.

Premium Adjustment

(1) At renewal, where it is stated in The Schedule that index linking applies, the estimates upon which the premium is based will be adjusted for movements in The Average Weekly Earnings Index issued by the relevant government department or any alternative index specified by Us in Our reasonable opinion.

In the event of a negative index We will retain Your existing estimates, unless You advise Us otherwise.

(2) Where it is stated in The Schedule that declarations apply

(a) You will, within one month after the Expiry Date shown in The Schedule, supply the information We require and

(b) We will adjust the premium for the expired period subject to any minimum premium(s) applying.

Suspension of Cover

We may, at any reasonable time, inspect any property and, in the event of any defect or danger being apparent, We may by written notice to You suspend all Our liability that might otherwise arise from such defect or danger.

Legal Liabilities Public and Products Liability (Additional Endorsements)

Additional Endorsements

This Section extends to include the following Additional Endorsements, only if stated as applying in The Schedule.

Products Supplied Restriction

We will not provide indemnity in respect of Products Supplied other than

- (1) the sale or supply of food and drink intended to be consumed on Your premises.
- (2) the supply of office requisites.
- (3) the disposal of furniture and office equipment previously used in the course of The Business.

North American Products Supplied Exclusion

We will not provide indemnity in respect of Products Supplied which The Insured knew, know or could be expected to know would be used within the United States of America or Canada.

Erection of Buildings

We will only indemnify The Insured in respect of contracts, undertaken by The Insured, for the erection of buildings not exceeding 10 metres in height and including

- (1) partial or total demolition
- (2) road and footpath construction
- (3) laying pipes and drains
- (4) piling work

forming part of the contract.

We will not provide indemnity in respect of the use of explosives.

Erection, Alteration, Maintenance or Repair of Buildings

We will indemnify The Insured in respect of contracts, undertaken by The Insured, for the

- (1) erection, alteration, maintenance or repair of buildings not exceeding 10 metres in height including
 - (a) partial or total demolition
 - (b) road and footpath construction
 - (c) laying pipes and drains
 - (d) piling work

forming part of the contract.

- (2) partial or total demolition of structures not exceeding four metres in height.

We will not provide indemnity in respect of the use of explosives.

General Builders

We will indemnify The Insured in respect of

- (1)
 - (a) partial or total demolition
 - (b) road and footpath construction
 - (c) laying pipes, drains and sewers
 - (d) piling work

only if this forms part of a contract undertaken by The Insured for the erection, alteration, maintenance or repair of buildings or structures.

- (2) partial or total demolition of structures not exceeding four metres in height.

We will not provide indemnity in respect of

- (1) water diversion or the use of explosives.
- (2) the construction of or work on towers, steeples, chimney shafts, blast furnaces, viaducts, bridges, docks, tunnels, dams or reservoirs.

Legal Liabilities Public and Products Liability (Additional Endorsements)

Additional Endorsements (continued)

Civil Engineering Contractors including Road and Sewer Contractors

We will indemnify The Insured in respect of

- (1) partial or total demolition
 - (a) of structures as part of a contract, undertaken by The Insured, for erection, reconstruction, alteration, maintenance or repair.
 - (b) of other structures not exceeding four metres in height.
- (2) piling work contracts undertaken by The Insured for sheet piles in respect of the temporary support of trenches.

We will not provide indemnity in respect of

- (1) piling work contracts other than the use of sheet piles for the temporary support of trenches.
- (2) water diversion or the use of explosives.
- (3) the construction of or work on
 - (a) towers, steeples, chimney shafts or blast furnaces
 - (b) viaducts, bridges and flyovers other than for surfacing or resurfacing of roads thereon.
 - (c) docks, quaysides, jetties, harbours, tunnels, dams or reservoirs.
- (4) digging below the Depth Limit shown in The Schedule.

Height Limit

We will not provide indemnity in respect of work at a height where the drop exceeds the Height Limit shown in The Schedule.

Claims and helpline

As soon as You are aware of an incident, You should get legal advice from the legal helpline on **0345 300 1899** without delay. Please have Your policy number to hand.

If You think that You might need to claim, contact the helpline on **0345 300 1899** and request a claim form. We can only proceed with Your claim once We have received details of the incident in writing. A claim form is available to download at **www.aviva.co.uk/legalprotection**.

Our claims handling is undertaken by DAS Legal Expenses Insurance Company Limited or such other company as We notify You of from time to time.

Definitions

The following definitions apply to this Section in addition to the Policy Definitions at the front of this policy and keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.

Appointed Representative

The lawyer, accountant or other suitably qualified person, who has been appointed by Us to act on behalf of an Insured Person.

Aspect Enquiry

An examination by HM Revenue and Customs which considers one or more specific aspects of Your self-assessment and/or corporation tax return.

Attendance Expenses

- (1) The salary or wages of the Insured Person for the time they are off work
 - (a) to attend any arbitration, court or tribunal hearing at Our request
 - (b) as a defendant or while attending jury service.
- (2) We will pay for each half or whole day that the
 - (a) court
 - (b) tribunal
 - (c) employer of the Insured Personwill not pay for.
- (3) The amount We will pay is based on the following
 - (a) the time the Insured Person is off work including the time it takes to travel to and from the hearing. This will be calculated to the nearest half day assuming that a whole day is eight hours.
 - (b) if the Insured Person
 - (i) works full time, the salary or wages for each whole day equals 1/250th of the annual salary or wages of the Insured Person.
 - (ii) works part-time, the salary or wages will be a proportion of the weekly salary or wages of the Insured Person.

Costs and Expenses

- (1) All reasonable and necessary legal and accountancy costs charged by the Appointed Representative and agreed by Us.
- (2) Legal costs which an Insured Person has been ordered to pay by a court or other body which We have agreed to authorise.

Definitions (continued)

Date of Occurrence

- (1) In all civil cases, when the cause of action accrued (other than Contingencies 4A, 4B or 4C - Tax).
- (2) In all criminal cases, when the Insured Person first broke or is alleged to have first broken the criminal law in question.
- (3) Full Enquiries, Aspect Enquiries or Intervention Enquiries, when HM Revenue and Customs first notifies in writing the intention to make enquiries.
- (4) Employers Compliance and Value Added Tax disputes, when HM Revenue and Customs sends an assessment or written decision to You.
- (5) Licence or Registration Appeals, when You were first notified of the proposal by the relevant licensing or regulatory authority to suspend, alter the terms of, refuse to renew or cancel Your licence or British Standard Certificate of Registration.

Full Enquiry

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

Insured Person

- (1) You
- (2) any director of Yours, or partner, or proprietor of The Business
- (3) any employee of Yours under a contract of employment with You
- (4) any other person agreed with Us.

Intervention Enquiry

An examination by HM Revenue and Customs to measure the level of compliance in Your financial accounting records to highlight areas where errors have or may occur.

Legal Liabilities Commercial Legal Protection

Definitions (continued)

Legal Proceedings

Legal proceedings for

- (1) the pursuit or defence of a claim for damages
- (2) the defence of a criminal prosecution
- (3) appeal proceedings
- (4) specific performance or injunction

dealt with by negotiation or in a court of law, tribunal or arbitration or any other body which We have agreed to or authorised.

Limit of Indemnity

The maximum amount stated in The Schedule which We will pay for Costs and Expenses in respect of any or all claims arising out of one originating cause in connection with The Business stated in The Schedule.

Prospects of Success

In respect of all civil cases, it is always more likely than not that an Insured Person will

- (1) recover damages or obtain any other legal remedy which We have agreed to
- (2) make a successful defence
- (3) make a successful appeal or defence of an appeal.

Prospects of success will be assessed by Us or an Appointed Representative on Our behalf.

Territorial Limits

For Contingencies 2 Legal Defence (other than Contingency 2E) and 3B Bodily Injury

The European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Croatia, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey (West of the Bosphorus).

For all other Contingencies

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

Cover

We will indemnify You or an Insured Person where specified for any Costs and Expenses and Attendance Expenses incurred in respect of Legal Proceedings following the occurrence of a Contingency stated as applying in The Schedule provided that

- (1) the Contingency occurs within the Territorial Limits and the Date of Occurrence is within the Period of Insurance
- (2) any Legal Proceedings take place within the Territorial Limits
- (3) Prospects of Success exist for the duration of the claim
- (4) in respect of any appeal or defence of an appeal, it has been reported to Us at least 10 working days prior to the deadline for any appeal
- (5) the maximum We will pay is the Limit of Indemnity
- (6) You must report an incident to Us as soon as possible and in any event no later than 180 days after the date the Insured Person knew or should have known about the incident.

Contingencies

1A Employment Disputes

We will defend You

- (1) prior to the issue of Legal Proceedings following the dismissal of an Insured Person
- (2) in the resolution of unfair dismissal disputes under the ACAS Arbitration Scheme
- (3) in Legal Proceedings in respect of any dispute with
 - (a) an Insured Person
 - (b) a former Insured Person
 - (c) a trade union acting on behalf of an Insured Person or a former Insured Person

which arises out of, or relates to, a contract of employment with You

- (4) in Legal Proceedings in respect of any dispute with
 - (d) an Insured Person
 - (e) a former Insured Person
 - (f) a prospective Insured Person

arising from an alleged breach of their statutory rights under employment legislation.

We will not provide indemnity for any claim in respect of damages for personal injury or loss of or physical damage to material property.

1B Compensation Awards

We will pay

- (1) any basic and compensatory award
- (2) an order for compensation following a breach of Your statutory duties under employment legislation

which You are ordered to pay by a tribunal or through the ACAS Arbitration Scheme, under a judgment made after full argument and approved by Us in writing in respect of a claim We have accepted under Contingency 1A – Employment Disputes.

The maximum amount We will pay in respect of compensation awards in any one Period of Insurance is £1,000,000.

We will not provide indemnity in respect of

- (1) non payment of money due under the relevant contract of employment or related statutory provision
- (2) any compensation award related to
 - (a) trade union activities, trade union membership or non-membership
 - (b) health & safety related dismissals brought under section 44 of the Employment Rights Act 1996
 - (c) statutory rights in relation to trustees of occupational pension schemes
 - (d) statutory rights in relation to Sunday shop and betting work
- (3) any award ordered as a result of a breach of National Minimum Wage laws
- (4) any compensation award or increase in compensation award ordered by the tribunal for failure to comply with a recommendation it has made including non-compliance with a reinstatement order or re-engagement order.

Contingencies (continued)

Conditions to Contingency 1B

If in relation to any claim You have failed to fulfil any of the following conditions You will lose Your right to indemnity or payment for that claim.

(1) Performance and/or conduct

In cases relating to performance and/or conduct of an Insured Person, or former Insured Person You must, throughout the dispute, have either

(a) followed the ACAS Code of Disciplinary Practice and Procedures in Employment as prepared by the Advisory Conciliation and Arbitration Service

or

(b) followed equivalent codes of practice issued by the Labour Relations Agency in Northern Ireland

or

(c) sought and followed the advice from Our 24 hour legal helpline (**0345 300 1899**).

(2) Unlawful Discrimination

In respect of an order of compensation following a breach of Your statutory duties under discrimination legislation You must have at all times sought and followed the advice of Our 24 hour legal helpline since the date You knew or should have known about the employment dispute.

(3) Redundancy

In respect of any compensation award for

(a) redundancy

(b) alleged redundancy

(c) unfair selection for redundancy

You must have sought and followed the advice of Our 24 hour legal helpline prior to serving notice of dismissal (**0345 300 1899**).

1C Service Occupancy

We will negotiate for Your legal rights against an Insured Person or former Insured Person to recover possession of premises owned by You, or for which You are responsible.

We will not indemnify You in respect of any claim relating to defending Your legal rights other than defending a counter claim.

2 Legal Defence

2A Criminal Prosecution

We will defend an Insured Person

(1) prior to the issue of Legal Proceedings when dealing with the

(a) Police

and/or

(b) Health and Safety Executive and/or Local Authority Health and Safety Enforcement Officer

where it is alleged the Insured Person has or may have committed a criminal offence

(2) following an event which leads to the Insured Person being prosecuted in a court of criminal jurisdiction

provided that in respect of proceedings under the Health and Safety at Work etc Act 1974, the Territorial Limits shall be all territories in which the Act applies.

Contingencies (continued)

We will not provide indemnity in respect of any claim which leads to the Insured Person being prosecuted for infringement of road traffic laws or regulations in connection with the ownership, driving or use of a motor vehicle.

2B Data Protection

We will

- (1) (a) defend the legal rights of an Insured Person following civil action taken against the Insured Person for compensation
- (b) also pay any compensation award made against the Insured Person

under Section 13 of the Data Protection Act 1998 or under Article 82 of the General Data Protection Regulation (Regulation (EU) 2016/679) or under any legislation implementing the General Data Protection Regulation or under any replacement legislation in respect of any of the foregoing,

provided that You are registered with the Information Commissioner at the time of the incident giving rise to the action.

- (2) represent You in appealing against the refusal of the Information Commissioner to register Your application for registration.

2C Wrongful Arrest

We will defend Your legal rights following civil action taken against You for wrongful arrest in respect of an accusation of theft alleged to have been carried out during the Period of Insurance.

2D Employee Civil Legal Defence

At Your request We will defend the legal rights of an Insured Person (other than You) if

- (1) an event arising from their work as an Insured Person leads to civil action being taken against them under legislation for unlawful discrimination
- (2) civil action is being taken against them as a trustee of a pension fund set up for the benefit of Your employees.

2E Statutory Notice

At Your request We will represent the Insured Person in appealing against the imposition or terms of Statutory Notice issued under legislation affecting Your business.

2F Jury Service

We will pay the Attendance Expenses of an Insured Person for jury service.

2G Disciplinary Hearings

We will represent an Insured Person at a disciplinary hearing that they are required to attend by a regulatory authority or professional body as a result of a complaint being brought against them.

Contingencies (continued)

3A Property Protection

We will represent You in any Legal Proceedings for civil action relating to material property which is owned by You, or for which You are responsible, following

- (1) any event which causes or could cause physical damage or loss to such material property
- (2) any nuisance or trespass including the eviction of squatters or any person occupying premises owned by You for which You are responsible.

We will not indemnify You in respect of any claim relating to

- (1) a contract entered into by You
- (2) tenancy disputes
- (3) goods
 - (a) in transit
 - (b) lent or hired out
 - (c) at premises You do not occupy unless for
 - (i) installation
 - or
 - (ii) use in work to be carried out by You
- (4) mining subsidence
- (5) a motor vehicle whilst being driven by an Insured Person.

3B Bodily Injury

We will pursue the legal rights of an Insured Person and their family members, if they are accompanying an Insured Person, following an event which causes the death of, or bodily injury to them.

We will not provide indemnity in respect of any claim relating to

- (1) any illness or bodily injury which develops gradually or is not caused by a specific or sudden accident
- (2) defending the legal rights of an Insured Person or their family members other than defending a counter claim
- (3) a motor vehicle whilst being driven by an Insured Person or a family member.

4A Tax Protection

We will represent You and negotiate on Your behalf in any appeal proceedings in respect of a Full Enquiry and/or Aspect Enquiry and/or Intervention Enquiry carried out by HM Revenue and Customs.

The maximum amount We will pay for Aspect Enquiries and/or Intervention Enquiries in respect of any one claim is £5,000.

Contingencies (continued)

4B Employers' Compliance

We will represent You in any appeal proceedings in respect of a dispute concerning Your compliance with

- (1) Pay as You Earn
or
- (2) Social Security Regulations

following a review by HM Revenue and Customs.

4C VAT Disputes

We will represent You in any appeal proceedings following an assessment by HM Revenue and Customs in respect of value added tax due.

Condition to Contingencies 4A, 4B and 4C

If in relation to any claim You have failed to fulfil the following condition You will lose Your right to indemnity or payment for that claim.

Reasonable Care

You must have taken reasonable care to ensure that all returns are complete and correct and such returns are submitted within the statutory time limits allowed.

We will not provide indemnity

- (1) in respect of any claim caused by Your failure to register for value added tax
 - (2) in respect of any claim arising from any investigations or enquiries undertaken by HM Revenue and Customs Special Investigation Section or Special Compliance Office
 - (3) in respect of any claim arising from any investigations or enquiry by HM Revenue and Customs into alleged dishonesty or alleged criminal offences
 - (4) in respect of any claim arising from a tax avoidance scheme
 - (5) for the first 10% of Costs and Expenses for Aspect Enquiries and/or Intervention Enquiries in respect of any one claim.
-

5 Contract Disputes

We will represent You in any Legal Proceedings for civil action relating to a contractual dispute arising from that agreement or that alleged agreement which has been entered into by You or on Your behalf for the

- (1) sale
- (2) provision
- (3) purchase
- (4) hire

of goods or services provided that

- (a) the amount in dispute exceeds £250
- (b) if the amount in dispute is payable by instalments, the instalments due and payable at the time of making the claim exceed £250
- (c) if the dispute relates to money owed to You, a claim must be made within 90 days of the money becoming due and payable.

Legal Liabilities Commercial Legal Protection

Contingencies (continued)

We will not provide indemnity in respect of

- (1) any claim relating to
 - (a) the cover, claims process or settlement payable under an insurance policy other than claims for indemnity under this section
 - (b) a lease, licence or tenancy of land or buildings other than a dispute with a professional adviser in connection with the drafting of a lease, licence or tenancy agreement
 - (c) a loan, mortgage, pension or any other financial product
 - (d) a motor vehicle owned by, hired or leased to You other than agreements relating to the sale or motor vehicles where You are engaged in the business of selling motor vehicles
- (2) a dispute with an Insured Person or former Insured Person which arises out of or relates to a contract of employment with You
- (3) a dispute relating to computer hardware, software, systems or services which have been specifically tailored
- (4) a dispute arising from the breach or alleged breach of professional duty by an Insured Person or former Insured Person
- (5) the recovery of money and interest due from another party other than disputes where the other party intimates that a defence exists.

6 Tenancy Disputes

We will represent You in any Legal Proceedings for civil action relating to a tenancy dispute between You and Your landlord arising from premises leased or rented to You. We will not provide indemnity in respect of any dispute arising from or relating to rent, service charges or renewal of the tenancy agreement.

7 Statutory Licence Protection

We will represent You in appealing to the relevant statutory or regulatory authority, court, or tribunal following an event which results in the relevant licensing or regulatory authority suspending, or altering the terms of, or refusing to renew, or cancelling Your licence or statutory registration or British Standard Certificate of Registration.

We will not provide indemnity in respect of

- (1) an original application or application for renewal of a statutory licence or British Standard Certificate of Registration
- (2) any licence appeal relating to the ownership, driving or use of a motor vehicle.

8 Debt Recovery

We will represent You in any Legal Proceedings for civil action including the enforcement of judgement to recover money and interest due from the sale or provision of goods or services provided that

- (1) the amount in dispute exceeds £250
- (2) You have exhausted all reasonable credit control and accounting procedures
- (3) We have the right to select the method of enforcement or to forego enforcing judgement if We are not satisfied that there are, or will be, sufficient assets available to satisfy judgement
- (4) You supply the correct and current name and address of the debtor
- (5) a claim for debt recovery under this Contingency is made within 90 days of the money becoming due and payable.

Legal Liabilities Commercial Legal Protection

Contingencies (continued)

We will not provide indemnity in respect of

- (1) any claim relating to
 - (a) the cover, claims process or settlement payable under an insurance policy
 - (b) a lease, licence or tenancy of land or buildings
 - (c) a loan, mortgage, pension or any other financial product
- (2) a dispute with an Insured Person or former Insured Person which arises out of, or relates to, a contract of employment with You
- (3) a dispute relating to computer hardware, software, systems or services which have been specifically tailored
- (4) the recovery of money and interest due from another party where the other party intimates that a defence exists.

Exceptions – Applying to all Contingencies

The following exceptions apply to this Section in addition to the Policy Exceptions at the back of this policy.

We will not provide indemnity in respect of any claim

- (1) if an Insured Person does not keep to the terms, exceptions and conditions of this Section. The cover will also not apply if an Insured Person can claim under another policy
- (2) if any Costs and Expenses are incurred prior to Our written acceptance of a claim
- (3) for any legal action an Insured Person takes which We have not agreed to or where the Insured Person does anything to hinder Us or the Appointed Representative
- (4) for any fines, penalties, compensation or damages which an Insured Person is ordered to pay by a court or other authority other than compensation awards covered under Contingency 1B (Compensation Awards) and Contingency 2 (Legal Defence)
- (5) relating to
 - (a) patents
 - (b) copyrights
 - (c) trademarks
 - (d) merchandise marks
 - (e) registered designs
 - (f) intellectual property
 - (g) secrecy and confidentiality agreements
- (6) relating to franchise or agency rights where You have the legal capacity to alter the legal relations of another
- (7) deliberately or intentionally caused by an Insured Person
- (8) in respect of a dispute with Us not catered for in Section Conditions 6 and 7
- (9) judicial review
- (10) relating to any non-contracting party's rights to enforce all or any part of this Section. The Contracts (Rights of Third Parties) Act 1999 does not apply to this policy

Legal Liabilities Commercial Legal Protection

Exceptions – Applying to all Contingencies

The following exceptions apply to this Section in addition to the Policy Exceptions at the back of this policy.

-
- (11) notified under this Section when, either at the start of or during the course of the claim You
- (i) are bankrupt
 - (ii) have filed a bankruptcy petition or winding up petition
 - (iii) have made an arrangement with creditors
 - (iv) have entered into a deed or arrangement
 - (v) are in liquidation
 - (vi) are or part of or all of Your affairs or property are in the care or control of a receiver or administrator

Conditions – Applying to all Contingencies

The following Conditions apply to this Section in addition to the Policy Conditions at the back of this policy.

(1) Claims – your duty

You must report an incident to Us as soon as possible and in any event no later than 180 days after the date the Insured Person knew or should have known about the incident.

(2) Claims – legal representation

- (a) On acceptance of a claim, if appropriate, We will appoint an Appointed Representative.
- (b) If it is necessary to start court proceedings or there is a conflict of interest, an Insured Person is free to nominate an Appointed Representative by sending to Us the name and address of the suitably qualified person.
- (c) If We do not agree to the Insured Person's choice of Appointed Representative under condition 2(b) above, an Insured Person may choose another suitably qualified person.
- (d) If there is still a disagreement with regard to the Appointed Representative, We will ask the president of a relevant national law society to choose a suitably qualified person to represent an Insured Person. We and the Insured Person must accept such choice.
- (e) In all other circumstances We will be free to choose an Appointed Representative.
- (f) An Appointed Representative will be appointed by Us and represent an Insured Person according to Our standard terms of appointment.

(3) Claims – Our rights and Your obligations

- (a) We will have direct access to the Appointed Representative who will, upon request, provide Us with any information or opinion on Your claim.
- (b) An insured person must co-operate fully with Us and the appointed representative and must keep Us up-to-date with the progress of the claim.
- (c) At Our request an Insured Person must give the Appointed Representative any instructions that We require.
- (d) An Insured Person must notify Us immediately if anyone offers to settle a claim or makes a payment into court.
- (e) If an Insured Person does not accept the recommendation of the Appointed Representative to accept a reasonable offer or payment into court to settle a claim, We may refuse to pay further costs and expenses.
- (f) No agreement to settle on the basis of both parties paying their own costs is to be made without Our prior approval.

Conditions – Applying to all Contingencies *(continued)*

(4) Discontinuance of a claim

If an Insured Person

- (a) settles a claim or withdraws a claim without Our prior agreement
- (b) does not give suitable instructions to the Appointed Representative
- (c) dismisses an Appointed Representative without Our prior consent

the cover We provide will end immediately and We will be entitled to re-claim any Costs and Expenses We have incurred from the Insured Person.

(5) Recoveries

An Insured Person must take every available step to recover Costs and Expenses that We have to pay and must pay Us any Costs and Expenses that are recovered.

(6) Disputes

If any difference arises between Us and an Insured Person in respect of the acceptance, refusal, control or handling of any claim under this section, You can take the steps outlined in Our complaints procedure stated under Our Promise of Service.

(7) Arbitration

You have the right to refer any difference that arises between Us and an Insured Person in respect of the acceptance, refusal, control or handling of any claim under this section to arbitration, which will be decided by counsel chosen jointly by Us and an Insured Person.

If there is a disagreement with regard to the choice of counsel, We will ask the president of a relevant national law society to choose a suitably qualified person.

The arbiter's decision shall be final and binding on both parties.

All costs for resolving the difference will be met by the party whom the decision is made against.

(8) Acts of Parliament

All references to Acts of Parliament within this Section wording shall include equivalent legislation in Scotland, Northern Ireland, the Isle of Man or the Channel Islands as the case may be.

Legal Liabilities

Directors and Officers Liability

Definitions

The following definitions apply to this Section, in addition to the Policy Definitions at the front of this policy, and keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.

Bodily Injury	Any injury, death, illness, disease, sickness, psychological injury, emotional distress or nervous shock.
Claim	Any <ol style="list-style-type: none">(1) demand, whether oral or in writing, for damages or compensation or specific non-pecuniary relief(2) notice of intention, whether oral or in writing, to commence civil proceedings including third party proceedings, counterclaim or arbitration proceedings including Disqualification Proceedings(3) notice of intention, whether oral or in writing, to commence criminal proceedings including Extradition Proceedings(4) notice of formal administrative or formal regulatory proceedings(5) official notice of a Formal Investigation.
Company	The limited liability partnership or company named as The Policyholder in The Schedule and any Subsidiary Companies.
Crisis Event	Any <ol style="list-style-type: none">(1) allegations of fraud or corruption against an Insured Person(2) serious injury to an Employee or member of the public(3) resignation or dismissal of members of the Company's main board of directors(4) investigation by any official body or institution that is sanctioned to investigate the Company's affairs where, as a consequence of negative publicity or media attention within the United Kingdom, the commercial success of the Company is at risk.
Defence Costs	The costs and expenses incurred by an Insured Person or the Company in the investigation and defence of any Claim in so far as those costs and expenses have been incurred with Our prior written consent. This definition does not include the Company's management costs or any overtime, wages, salaries or fees of any Insured Person or any of the Company's Employees.
Director	Any natural person who was, is, or becomes during the Period of Insurance a director of the Company including a de facto or Shadow Director.
Discovery Period	The period following the expiry of the Period of Insurance during which the Company or Insured Persons may continue to notify Claims or circumstances likely to give rise to a Claim to Us.
Disqualification Proceedings	Proceedings commenced by pre-action protocol letter, summons, application or claim form against any Insured Person in their capacity as a Director or Officer of the Company, under the Company Directors' Disqualification Act 1986 or any subsequent amendment or re-enactment.

Legal Liabilities

Directors and Officers Liability

Definitions (continued)

Employment Wrongful Act	<p>Any error, misstatement, misleading statement, act, omission, neglect or breach of duty actually or allegedly committed or attempted by any Insured Person in their capacities as a Director, Officer or Member, in connection with any</p> <ol style="list-style-type: none">(1) wrongful, unlawful or unfair dismissal, discharge or termination of employment(2) breach of any written or oral employment contract(3) employment-related misrepresentation(4) violation of employment discrimination laws(5) wrongful failure to employ or promote(6) wrongful demotion(7) wrongful disciplinary action(8) wrongful deprivation of a career opportunity(9) failure to grant tenure(10) failure to adopt adequate workplace or employment policies and procedures(11) Retaliation against whistleblowers(12) negligent evaluation of personal performance(13) employment-related invasion of privacy(14) employment-related breach of data protection legislation(15) employment-related libel, slander, humiliation and defamation(16) failure to provide accurate job references.
Excess	<p>The first part of each and every payment in relation to a Claim or Loss which is payable by the Company rather than Us. The amount of the Excess is stated in The Schedule.</p>
Extradition Proceedings	<p>Proceedings brought against the Insured Person in their capacity as a Director, Officer or Member of the Company under the Extradition Act 2003, or any subsequent amendment or re-enactment.</p>
Formal Investigation	<p>Enquiry or investigation commenced by official notice instituted by statutory, regulatory or professional bodies empowered under statute to investigate The Business of the Company or an Insured Person in their capacity as a Director, Officer or Member of the Company.</p>
Insured Person	<p>Any natural person who is, was or becomes during the Period of Insurance a Director, Officer or Member of the Company.</p>
Legal Representation Expenses	<p>Reasonable and necessary legal representation fees and related professional charges which an Insured Person incurs personally in their representation at a Formal Investigation.</p>
Limit of Indemnity	<p>The maximum amount stated in The Schedule, which We will pay in respect of any one Claim (including claimant's costs and expenses and Defence Costs) and in total for all Claims first made during any one Period of Insurance.</p>

Legal Liabilities

Directors and Officers Liability

Definitions (continued)

Loss	<p>Sums which any Insured Person is legally liable to pay in respect of any</p> <ol style="list-style-type: none">(1) Defence Costs(2) claimant's costs(3) damages awarded by a competent court or tribunal(4) settlements if concluded with Our prior written consent. <p>This definition does not include</p> <ol style="list-style-type: none">(1) civil or criminal fines or penalties imposed by law(2) non compensatory damages including punitive or exemplary damages (other than damages awarded for employment related defamation, libel and slander).
Member	<p>A member of a limited liability partnership formed under the Limited Liability Partnerships Act 2000 or any amendment or re-enactment thereof.</p>
Officer	<p>Any</p> <ol style="list-style-type: none">(1) Employee of the Company whilst acting in a managerial or supervisory capacity(2) Employee of the Company who, whilst acting in such capacity, is joined as a party to any action against any Director, Officer or Member of the Company. <p>This definition does not include any external auditor, liquidator, administrator, receiver or solicitor of the Company.</p>
Outside Entity	<p>An entity other than the Company which is incorporated, registered or domiciled in the United Kingdom and</p> <ol style="list-style-type: none">(1) in which the Company holds any issued share capital, or(2) which is a tax-exempt non-profit organisation, a tax-exempt trade association or a registered charity and(3) which has a positive net worth at the inception of this policy, unless listed by endorsement as an Outside Entity. <p>This definition does not include an entity</p> <ol style="list-style-type: none">(1) which is a financial institution or financial services company, or(2) has any of its securities or equity traded on a primary, secondary or other market.
Outside Entity Director	<p>Any Director, Officer or Member of the Company who was, is or becomes during the Period of Insurance, at the Company's specific written request, a Director, Officer, Member, trustee or similar position of an Outside Entity.</p>
Pollution	<p>Any contamination by naturally occurring or man-made substances, forces or organisms or any combination of them, whether permanent or transitory and however occurring.</p>
Property Damage	<p>The physical damage or destruction or loss of use of any tangible property.</p>
Proposal	<p>Any signed proposal form, renewal declaration, statement of fact and any additional information supplied by any Insured Person, the Company or on the Company's behalf.</p>

Legal Liabilities

Directors and Officers Liability

Definitions

(continued)

Retaliation	An Employment Wrongful Act against an Employee relating to or alleged to be in response to whistle-blowing or on account of such Employee's exercise or attempted exercise of their legally protected rights.
Retired Insured Person	Insured Persons who have ceased to act in their insured capacity prior to the expiry of the Period of Insurance for reasons other than <ol style="list-style-type: none">(1) disqualification, on grounds relating to fitness or propriety, from holding office or from managing a company(2) a Transaction having taken place.
Shadow Director	A shadow director, as defined in Section 251 of the Companies Act 2006.
Subsidiary Company	Any organisation in which the Company directly or indirectly <ol style="list-style-type: none">(1) holds more than 50% of the voting rights, or(2) holds more than 50% of the issued share capital, or(3) has the right to appoint or remove a majority of the board of directors, or(4) has the right to receive at least 50% of the net profits.
Territorial Limits	Territories specified in The Schedule.
Terrorism	Any act or acts including but not limited to <ol style="list-style-type: none">(1) the use or threat of force and/or violence and/or(2) harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm or damage by nuclear and/or chemical and/or biological and/or radiological means caused or occasioned by any person(s) or group of persons, or so claimed, in whole or in part for political, religious, ideological or similar purposes.
Transaction	The occurrence of any of the following events <ol style="list-style-type: none">(1) the Company ceases to trade, consolidating with or merging into another entity disposing of all or substantially all of its assets, or(2) any person or entity, whether individually or together with any other person or entity, acquiring an amount of share capital representing more than 50% of the voting rights for the election of Directors of the Company, or acquiring the voting rights for such an amount of the shares, or(3) the Company making a private placement or public offering of its debt securities or equity securities on any security exchange.
United Kingdom	The United Kingdom (including the Isle of Man and the Channel Islands).

Legal Liabilities

Directors and Officers Liability

Definitions

(continued)

Wrongful Act

Any

- (1) breach of duty including fiduciary or statutory duty
 - (2) negligent act, error or omission
 - (3) defamation or libel committed in good faith
 - (4) breach of warranty of authority
 - (5) misstatement or misleading statement not made deliberately or recklessly
 - (6) wrongful trading under s.214 of The Insolvency Act 1986
 - (7) Employment Wrongful Act
- committed by an Insured Person in their capacity as a Director, Officer or Member of the Company within the Territorial Limits.

Cover

(1) Directors and Officers Liability

We will indemnify any Insured Person for Loss arising from a Claim as the result of a Wrongful Act, provided that

- (a) such Claim is first made and notified to Us during the Period of Insurance and
- (b) such Loss is not recoverable by the Insured Person from the Company in which case Cover (2) Company Reimbursement below will apply.

(2) Company Reimbursement

In the event that the Company is required or permitted to indemnify an Insured Person, We will pay on the Company's behalf Loss arising from a Claim as the result of a Wrongful Act, provided that

- (a) such Claim is first made and notified to Us during the Period of Insurance and
- (b) such Loss is not recoverable by the Company from any other source, including but not limited to any more specifically relevant and collectable insurance policy.

(3) Spouses, Heirs or Legal Representatives

In the event of an Insured Person's death, incapacity, insolvency or bankruptcy, We will indemnify their lawful heirs, marital spouse, civil partner (as defined in the Civil Partnership Act 2004), estate or legal representatives in respect of any legal liability which arises purely by reason of that lawful status for Loss arising from a Claim as the result of a Wrongful Act provided that such Claim is first made and notified to Us during the Period of Insurance.

(4) Outside Directorships

We will indemnify any Insured Person for Loss arising from a Claim first made and notified to Us during the Period of Insurance, as the result of a Wrongful Act while acting in their capacity as an Outside Entity Director, provided that

- (a) such Loss is not recoverable from any other source, including but not limited to
 - (i) any Directors' and Officers insurance maintained by the Outside Entity,
 - or
 - (ii) any indemnification available from the Outside Entity
- (b) this cover shall not extend to the Outside Entity itself or to any other Director, Officer or Employee of the Outside Entity.

Cover *(continued)*

(5) Claims brought by the Company or an Insured Person

In the event of any action or proceedings being brought by or on behalf of an Insured Person or the Company in respect of a Claim arising from a Wrongful Act, We will provide indemnity for Loss arising from any

- (a) shareholder derivative action
 - (b) Claim brought by any Retired Insured Person of the Company
 - (c) Claim brought by an Insured Person for contribution or indemnity where such Claim directly results from another Claim already indemnified by this Section
 - (d) Claim brought by an administrator, liquidator or receiver appointed to deal with the insolvency of the Company.
-

(6) Acquisition or Creation of Another Company

We will provide indemnity where the Company establishes or acquires a new Subsidiary Company during the Period of Insurance, provided that the newly established or acquired Subsidiary Company

- (a) is registered and domiciled in the United Kingdom
and
- (b) is not quoted on any stock exchange
and
- (c) does not have gross consolidated assets in excess of 30% of the gross consolidated assets of the Company as declared in the Company's last audited accounts.

Unless automatic coverage applies, the Company must

- (a) give Us written notice of any such events as soon as practicable, together with such additional information as We may require
and
- (b) accept any notified alteration in the terms of this Section
and
- (c) pay any additional premium required by Us.

Unless otherwise agreed, We will only provide indemnity for Loss in respect of Wrongful Acts committed after the date the new or additional Subsidiary Company was established or acquired by the Company. In the event of the liquidation or sale of a Subsidiary Company during the Period of Insurance, We will continue to provide an indemnity for Loss in respect of such Subsidiary Company but only in respect of any Wrongful Act committed prior to the date of liquidation or sale.

(7) Bodily Injury / Property Damage Defence Costs

We will pay Defence Costs arising from any Claim for Bodily Injury or Property Damage as the result of a Wrongful Act provided that such Claim is first made and notified to Us during the Period of Insurance.

Our total liability under this Cover during any one Period of Insurance and which is part of and not in addition to the Limit of Indemnity is £250,000 or the Limit of Indemnity, whichever is the lesser.

(8) Pollution Defence Costs

We will pay Defence Costs arising from any Claim for any Pollution as the result of a Wrongful Act provided that such Claim is first made and notified to Us during the Period of Insurance.

Our total liability under this Cover during any one Period of Insurance and which is part of and not in addition to the Limit of Indemnity is £250,000 or the Limit of Indemnity, whichever is the lesser.

Legal Liabilities Directors and Officers Liability

Cover (continued)

(9) Discovery Period

If this Section is cancelled or expires and is not renewed by either the Company or Us at the end of the Period of Insurance, the Company has a 30 day Discovery Period commencing immediately following the date of cancellation or expiry but only in relation to Wrongful Acts committed during the Period of Insurance.

Such Claims and circumstances notified to Us during the Discovery Period are deemed to have been made during the Period of Insurance.

If the Company elects to purchase an extended reporting period then the Discovery Period shall be part of and not in addition to the extended reporting period.

(10) Extended Reporting Period

(a) Should We decline to offer any terms for the renewal of this Section or You decline to renew, You are entitled to purchase an extended reporting period on the terms set out below

(i) 12 months for 75% of the last annual premium payable in respect of this Section

(ii) 36 months for 150% of the last annual premium payable in respect of this Section.

The application to purchase any extended reporting period must be made and the premium paid to Us (such premium being non-refundable) within 30 days of the expiry of the Period of Insurance. Cover for this extended reporting period will only apply to Wrongful Acts committed prior to the expiry of the Period of Insurance

(b) If this Section is neither renewed nor replaced with similar cover You shall be entitled to an extended reporting period of 72 months. This extended reporting period shall commence from the expiry date of the Period of Insurance and shall, for each Retired Insured Person, apply only to Wrongful Acts prior to the date on which that Retired Insured Person became a Retired Insured Person.

(c) If a Transaction takes place, the Company is not entitled to purchase an extended reporting period on the terms as set out above. However the Company will have the right within 30 days of the expiry of the Period of Insurance to request an offer from Us of an extended reporting period policy of up to 72 months. We will offer cover on such terms as We may reasonably consider appropriate. The offer of renewal terms and conditions or premiums different from those in effect prior to renewal shall not constitute Us declining to renew.

(d) A Claim made during an extended reporting period shall be deemed to have been made during the Period of Insurance immediately preceding that extended reporting period. If, any Company takes out any other insurance policy which affords cover similar to the extended reporting period described in (10) (a) and (b) above, then the extended reporting period shall come to an end or, if not yet obtained, cease to be available.

(11) Emergency Defence Costs

If Our prior written consent to incurring Defence Costs on account of a Claim cannot reasonably be obtained, We will provide retrospective approval for defence work performed during the period of 14 days immediately following the date on which the Claim was first made or instituted.

Our total liability under this Cover which is part of and not in addition to the Limit of Indemnity is £10,000 in all any one Period of Insurance.

Our total liability under this Section will not exceed the Limit of Indemnity.

We shall not be liable for the Excess or any lesser amount for which a Claim or Loss may be settled.

Legal Liabilities

Directors and Officers Liability

Additional Cover

In addition to the Limit of Indemnity

(12) Legal Representation Expenses

We will pay on behalf of any Insured Person any reasonable costs and expenses incurred by them for representation at a Formal Investigation during the Period of Insurance.

Provided that

- (a) such costs and expenses are incurred with Our prior written consent and
- (b) the attendance of that Insured Person is required directly in relation to the Formal Investigation and
- (c) the subject of the Formal Investigation may become a Claim under this Section and in respect of which We may be obliged to provide an indemnity under the terms of this Section.

Our total liability under this Cover whether involving one or any number of Insured Persons will not exceed £25,000 in all, any one Period of Insurance.

(13) Crisis Event Management

We will pay on behalf of any Insured Person any reasonable costs and expenses incurred by them for the services of a public relations consultancy due to the occurrence of a Crisis Event, provided that

- (a) such costs and expenses are incurred with Our prior written consent and
- (b) the Crisis Event may become the subject of a Claim under this Section.

Our total liability under this Cover whether involving one or any number of Insured Persons will not exceed £25,000 in all any one Period of Insurance.

(14) Additional Limit for Insured Persons

We will pay an additional indemnity for Loss if the Limit of Indemnity for the Period of Insurance as stated in The Schedule is exhausted, provided that

- (a) further liability shall only be for Loss covered under Cover (1) Directors and Officers Liability and
- (b) We will not provide such indemnity until all other limits written specifically in excess of this Section have been exhausted by payment of matters covered under such insurance.

Our total liability under this cover whether involving one or any number of Insured Persons will not exceed £100,000 in all any one Period of Insurance.

Legal Liabilities

Directors and Officers Liability

Exceptions

The following exceptions apply to this Section in addition to the Policy Exceptions at the back of this policy.

We will not provide indemnity in respect of

- (1) any Claim arising from proceedings which have been issued prior to, or which are pending at, the prior and pending litigation date stated in The Schedule.
- (2) any Claim or circumstance that might give rise to a Claim
 - (a) which has been notified to and accepted under any other insurance attaching prior to the inception of this Section
 - or
 - (b) against an Insured Person who should after reasonable enquiry have been aware of prior to the inception of this Section.
- (3) any Claim arising directly or indirectly from or in consequence of
 - (a) any dishonest or fraudulent acts or omission by any Insured Person if a court judgement or other final adjudication establishes such dishonest or fraudulent acts or omissions.
 - (b) any Insured Person having gained any personal profit, remuneration or advantage to which they were not legally entitled.
- (4) any Claim for any action or proceedings brought by or on behalf of an Insured Person or the Company other than specifically indemnified under Cover (5) Claims brought by the Company or an Insured Person.
- (5) any Claim for an action brought by or on behalf of any past or present shareholder who had or has direct or indirect ownership of or control over 25% or more of the voting shares or rights of the Company.
- (6) any Claim arising from the provision of, or failure to provide, professional services or professional advice or a breach of any contract for the provision of professional services or professional advice.
- (7) any Claim directly or indirectly arising out of any
 - (a) pension or superannuation scheme
 - (b) health and welfare plan
 - (c) share option scheme or plan
 - (d) other Employee benefit programmeestablished or maintained for the benefit of the Company or the Company's Employees.
- (8) any Claim for Bodily Injury except for the Defence Costs indemnified under Cover (7) Bodily Injury / Property Damage Defence Costs) or any Claim for emotional distress in connection with an Employment Wrongful Act.
- (9) any Claim for Property Damage except for the Defence Costs indemnified under Cover (7) Bodily Injury / Property Damage Defence Costs.
- (10) any Claim for Pollution except for the Defence Costs indemnified under Cover (8) Pollution Defence Costs.
- (11) any Claim concerning
 - (a) the ownership,
 - or
 - (b) the enforcement of any rights associated with ownership (other than specifically indemnified under Cover (5) Claims brought by the Company (a) shareholder derivative actions).

Legal Liabilities Directors and Officers Liability

Exceptions

(continued)

- (12) any Claim instituted or pursued
 - (a) in the United States of America, its territories or possessions or Canada (including without limitation the enforcement of a judgement or finding of a court or tribunal of another jurisdiction or otherwise)
 - (b) in which it is contended that the laws of the United States of America, its or possessions or Canada should or do apply
 - (c) which involves the enforcement or attempted enforcement of a judgement or finding of a court or tribunal of the United States of America, its territories or possessions or Canada.
- (13) any Claim arising directly or indirectly from an Employment Wrongful Act if the Company is an unincorporated body.
- (14) arising directly or indirectly from The Business in countries outside the Territorial Limits.
- (15) arising from any legal proceedings brought in a court of law outside the United Kingdom or brought in the United Kingdom to enforce a judgement or order made in any court of law outside the United Kingdom.
- (16) any liability in respect of, or in any way connected with asbestos, or any actual or alleged asbestos related injury or damage involving the use, presence, existence, detection, removal, elimination or avoidance of asbestos or exposure to asbestos.
- (17) any Claim arising directly or indirectly from, or in connection with, or consisting of any loss, destruction or damage, Failure or Loss of Data resulting directly or indirectly from or in connection with
 - (a) Virus or Similar Attack.
 - (b) Denial of Service Attack.
 - (c) unauthorised access to or use of Computer and Electronic Equipment.However, We will not exclude any liability in respect of any ensuing accidental Bodily Injury or accidental damage to property which is not otherwise excluded.
- (18) arising directly or indirectly from or in consequence of Terrorism.

Claims Conditions

If, in relation to any Claim, the Company fails to fulfil or observe the requirements imposed upon it by conditions (1), (2), or (3) the Company or any Insured Person will lose their right to indemnity or payment for that Claim.

(1) Claims Notification

- If during the Period of Insurance, regardless of any Excess, the Company or any Insured Person
- (a) receive any Claim or notice of any Formal Investigation, the Company shall give written notice to Us as soon as practicable
 - (b) become aware of any circumstance that might give rise to a Claim or notice of any Formal Investigation, the Company shall give written notice to Us of such circumstance as soon as practicable. Any Claim subsequently arising from any circumstance notified to Us shall be deemed to have been made during the Period of Insurance in which the notice of such circumstance was first received by Us
 - (c) has a reasonable cause for suspicion of any dishonesty or fraud on the part of any Insured Persons, whether giving rise to a Claim or not, the Company shall give written notice to Us of such discovery as soon as practicable, provided always that any such written notice under any part of Claims Condition (1) Claims Notification is received by Us during the Period of Insurance or Discovery Period.

Any written notice should be sent to
Professional Indemnity Claims, Corporate & Speciality Risk
Aviva, Dixon House, 3rd Floor, 1 Lloyd's Avenue, London EC3N 3DH
Tel. **0845 302 8408**
Fax. **0845 302 8409**
Email. **PRCLMS@aviva.co.uk**

Legal Liabilities

Directors and Officers Liability

Claims Conditions (continued)

(2) Admission of Liability

In the event of a Claim or the discovery of a circumstance that might give rise to a Claim, the Company or any Insured Person must not admit liability for or settle any Claim, or incur any related costs or expenses, without Our written consent, except in relation to Cover (14) circumstances where Emergency Defence Costs are utilised.

(3) Claims Control and Subrogation

In the event of a Claim or the discovery of a circumstance that might give rise to a Claim, We will be entitled at Our own expense at any time to take over and conduct in the name of the Insured Person or Company the defence or settlement of any such Claim.

We shall not settle any Claim without the consent of the Insured Persons or the Company. If however the Insured Persons or the Company should refuse to consent to any settlement recommended by Us, then Our liability for such Claim (including Defence Costs) shall not exceed the amount for which the Claim could have been settled inclusive of Defence Costs, incurred with their consent up to the date of such refusal and then only up to the Limit of Indemnity stated in The Schedule.

If We do take over and conduct the defence or settlement of any such Claim, the Company or any Insured Person shall give Us all such information and assistance as We may reasonably require and that is in the Company's or any Insured Person's power to provide.

Without prejudice to the generality of the above, this duty to assist Us includes

- (a) providing all such information, assistance, signed statements as may be required to facilitate compliance with any civil procedure rules, practice directions and pre-action protocols as may be issued
- (b) allowing Us to present the best possible defence of a Claim within the time constraints available
- (c) ensuring ready access to all and any information that We may require in the defence of a Claim or investigation of a Loss
- (d) ensuring the payment, on demand, of the Excess in conjunction with the terms of any settlement agreed by Us.

We retain all rights of recovery available to the Company or any Insured Person in respect of any payment which may be made under this Section.

Conditions

The following conditions apply to this Section in addition to the Policy Conditions at the back of this policy.

(1) Non-Disclosure and Non-Avoidance

Where there has been non-disclosure or misrepresentation of facts or untrue statements in the Proposal and provided that the Company or Insured Persons establish to Our satisfaction that such alleged non-disclosure or misrepresentation of facts or untrue statements were free of any fraudulent intent to deceive We will not exercise Our right to invalidate this policy.

This does not apply to any Claim arising from proceedings which have been issued prior to, or which are pending at, the prior and pending litigation date stated in The Schedule.

In the event of fraudulent misrepresentation or non-disclosure committed by an Insured Person no indemnity will be provided to that Insured Person or any Company which is required or permitted to indemnify that Insured Person. No knowledge possessed by any Insured Person shall be imputed to any other Insured Person.

Legal Liabilities

Directors and Officers Liability

Conditions (continued)

(2) Change of Control – Limited Company

If during the Period of Insurance

- (a) an offer is made, and declared or made unconditional, for the whole, or a controlling interest in the issued share capital of the Company,
or
- (b) there is a change in ownership of the controlling interest of the share capital of the Company,
or
- (c) a person or persons acting in concert acquires a majority of the voting rights to appoint or remove members of the Company.

We will only provide indemnity in respect of any Wrongful Act committed prior to the date such offer was declared or made unconditional or the change of ownership became effective.

(3) Change of Control – Specific to Limited Liability Partnerships

If during the Period of Insurance

- (a) the number of Members of the Limited Liability Partnership becomes reduced to 50% or less of the number of Members of the Limited Liability Partnership at the start of the Period of Insurance,
or
- (b) the number of Members of the Limited Liability Partnership at the start of the Period of Insurance is 10 or more and, during the Period of Insurance, that number becomes increased by 100% or more

the Limited Liability Partnership must give written notice of that reduction or increase, and such information as We may require, to Us within 90 days following the time when that reduction or increase is reached. We shall have the right to amend the terms of this Cover, including charging an additional premium and including terminating cover, but only with effect from 90 days after the time when that reduction or increase occurs.

(4) Excess Waiver

We will refund the Excess if a final adjudication or a complete and final settlement exonerates all Insured Persons involved in such Claim from liability and imposes no recourse.

(5) Allocation

We will do all that is reasonably required to determine a fair and equitable allocation between any Loss which is indemnified and any other losses or costs which are not indemnified under this Section taking into account the relative legal liability of each party involved.

If We and the Company cannot agree on a fair and equitable allocation with the Company or the Insured Person, then the issue will be referred to a senior barrister (to be mutually agreed upon by the Insured Person, the Company and Us) for arbitration whose decision shall be based on the same principle as above and binding on all parties.

(6) Authorisation

The Company shall act on behalf of any Insured Person or any other persons who may be entitled to indemnity under this Section in respect of the

- (a) notification of any Claims in accordance with Claims Conditions (1), (2) and (3)
- (b) payment of premiums or the receiving of any return premiums that may become due under this Section
- (c) negotiation, agreement to and acceptance of renewal terms and endorsements applying to this Section.

Legal Liabilities

Directors and Officers Liability

Conditions (continued)

(7) Severability of Exceptions

For the purposes of determining whether an exception applies, no fact pertaining to the conduct of any Insured Person shall be imputed to any other Insured Person.

(8) Limit of Indemnity

A separate aggregate Limit of Indemnity applies to this Section. We have no liability in excess of this Limit of Indemnity regardless of the number of Insured Persons or Companies or Claims made during the Period of Insurance or Discovery Period, save the circumstances stated in the Additional Cover.

(9) Interrelated Claims

All Claims or Losses arising directly or indirectly from one source or originating cause shall be treated for the purposes of the Limit of Indemnity as a single Claim or loss.

(10) Contracts (Rights of Third Parties)

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

(11) Liquidation

In the event of the Company's liquidation, this Section shall remain in force until the expiry date of the Period of Insurance. We will continue to provide indemnity but only in respect of any Claim as the result of a Wrongful Act prior to the date of liquidation.

The date of liquidation will be deemed to be the date on which

- (a) resolution for voluntary liquidation is passed by the Company,
- or
- (b) a petition for compulsory liquidation is presented to the relevant authority.

(12) Other Insurances

If an Insured Person or the Company is, or would be but for the existence of this Section, entitled to indemnity under any other more specifically relevant and collectable insurance policy in respect of any Claim or Loss, We shall not be liable for any Loss except in respect of any amount in excess of that which would have been payable under such insurance had this policy not been effected.

(13) Policy Disputes

In the event of any dispute, the law of England and Wales and the courts of England and Wales will have exclusive jurisdiction for hearing and determining any litigation arising out of or in connection with this Section.

Employee Benefits Personal Accident

Definitions

The following definitions apply to this Section in addition to the Policy Definitions at the front of this policy and keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.

Accidental Bodily Injury

- (1) injury caused by accidental and/or violent means
- (2) exposure occurring within 24 months from the date of the accident by which such injury is caused.

Gross Wages

The Insured Person's wages plus the average annual overtime/commission/bonus payments received in the three years immediately preceding the date of accident (all prior to deductions) or for weekly paid employees 52 times the Insured Person's weekly wage plus the average weekly overtime/commission/bonus payments received in the 156 weeks immediately preceding the date of accident (all prior to deductions).

Insured Journey

Any authorised journey in connection with The Business which begins during the Period of Insurance and

- (1) starts from the time the Insured Person leaves their home or, if later, their place of business to travel within the Geographical Limits stated in The Schedule
and
- (2) continues during the entire period of the journey
and
- (3) terminates at the time of return to their home, or if earlier, their place of business.

If the Insured Journey is solely within the United Kingdom, cover will only be operative only if the journey involves an air flight and/or overnight stay away from home.

Any period of holiday which is purely ancillary to the Insured Journey shall be deemed to be included within the period of the Insured Journey provided that it is otherwise within the period set out above.

Insured Person

- (1) You
- (2) any director of Yours, or partner, or proprietor of The Business
- (3) any Employee of Yours under a contract of employment with You
aged 80 or under.

Loss of Limb

Shall mean in respect of

- (1) an arm – physical severance of all four fingers at or above the metacarpal phalangeal joints (where the fingers join the palm of the hand)
and/or
- (2) a leg – physical severance at or above the level of the ankle (talo-tibial joint)

and shall also mean permanent total loss of use of an entire hand or arm at or above the metacarpal phalangeal joints (where the fingers join the palm of the hand), or leg at or above the level of the ankle (talo-tibial joint).

Employee Benefits Personal Accident

Definitions

(continued)

Terrorism

Any act or acts including but not limited to

- (1) the use or threat of force and/or violence and/or
- (2) harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm or damage by nuclear and/or chemical and/or biological and/or radiological means

caused or occasioned by any person(s) or group(s) of persons or so claimed in whole or in part for political, religious, ideological or similar purposes.

Cover

We will pay compensation to You or Your personal representatives for Accidental Bodily Injury to an Insured Person occurring during the Period of Insurance which, solely, directly and independently of any other cause, results in any of the following Contingencies

- (1) death
- (2) total and permanent loss of sight in one or both eyes and/or total and permanent loss of hearing in one or both ears
- (3) loss of one or more limbs
- (4) any other total and permanent disablement which lasts without interruption for more than 12 months from the date of the accident and prevents the Insured Person from pursuing any occupation
- (5) temporary total disablement which prevents the Insured Person from pursuing their normal occupation
- (6) temporary partial disablement which prevents the Insured Person from pursuing a substantial part of their normal occupation.

We will not provide compensation in respect of any claim relating to any non-contracting parties rights to enforce all or any part of this Section. The Contracts (Rights of Third Parties) Act 1999 does not apply to this Section.

The amount of compensation payable to You for any Insured Person shall be the amount as stated in The Schedule for that category of Insured Person.

Clauses

The following clauses apply to this Section.

(1) Amounts Payable

We will pay

- (a) the compensation stated in The Schedule with weekly benefit being paid at four weekly intervals
- (b) compensation under contingencies (5) and/or (6) for a maximum of two years from the date that the disablement started
but where We pay compensation under any of contingencies (1) to (4)
 - (i) any weekly benefit being paid for the same injury will stop
 - (ii) this insurance will end for the Insured Person.

We shall not be liable for any amount in excess of the maximum accumulation limit of £1,000,000 in respect of any one accident. If the aggregate amount of all benefits payable exceeds the maximum accumulation limit, the benefit payable to each Insured Person shall be proportionately reduced until the total of all benefits does not exceed the maximum accumulation limit.

Employee Benefits Personal Accident

Clauses *(continued)*

(2) Disappearance

If an Insured Person has been missing for a period of 180 consecutive days and there is sufficient evidence to support the conclusion that death has been caused by Accidental Bodily Injury, that person will be presumed to have died.

However, You will repay any compensation if the Insured Person is found to have been alive or is found alive.

(3) Medical Evidence

- (a) We may, at Our expense, arrange for an Insured Person to undergo
- (i) a medical examination
 - or
 - (ii) a post mortem examination
- (b) You or Your legal representative will supply to Us, at Your expense, any
- (i) certificate
 - (ii) information
 - (iii) evidence
- in the format We require.

(4) Medical Expenses

When We pay compensation under contingencies (5) or (6), We will also pay up to 30% of this amount in respect of medical expenses incurred, subject to a maximum of £10,000 in respect of any one Insured Person.

(5) Gross Wages

Where compensation is on a wages basis, the amount payable shall be the average weekly wage

- (a) in the 12 week period before the date of the Accidental Bodily Injury
- or
- (b) any shorter period if the Insured Person has been employed by You for less than 12 weeks.

We will not include overtime, commission or bonus payments unless these are guaranteed.

Exceptions

The following exceptions apply to this Section in addition to the Policy Exceptions at the back of this policy.

We will not pay compensation for Accidental Bodily Injury directly or indirectly caused by

- (1) (a) the Insured Person suffering from any disability due to a gradually operating cause
- (b) suicide or attempted suicide
 - (c) deliberate exposure to danger (except in an attempt to save human life)
 - (d) the Insured Person's own criminal act
 - (e) the Insured Person being in a state of insanity
 - (f) flying or other aerial activities (except while travelling as a passenger by a recognised airline)
 - (g) pregnancy or childbirth

Employee Benefits Personal Accident

Exceptions

(continued)

- (2) an Insured Person practising for or taking part in
 - (a) mountaineering or rock climbing requiring use of ropes or guides
 - (b) pot-holing
 - (c) winter sports
 - (d) any kind of racing (except foot races)
 - (e) speed or time trials
 - (f) naval military or air force service or operations
- (3) the effects of alcohol or drugs (other than drugs prescribed by a doctor)
- (4) any treatment for drug addiction
- (5) any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event
 - (a) Terrorism
 - (b) any action taken in controlling, preventing, suppressing or in any way relating to (a) above

except as stated in **Special Provision – Terrorism** below

In any action, suit or other proceedings where We allege that any consequence whatsoever resulting directly or indirectly from or in connection with (5)(a) and/or (5)(b) above regardless of any other contributory cause or event is not covered under this Section (or is covered only up to a specified limit) the burden of proving that any such consequence is covered (or is covered beyond that limit) under this Section shall be upon You.

Special Provision – Terrorism

Subject otherwise to the terms of the policy

Neither of the exclusions in (5)(a) and (5)(b) above shall apply to this Section provided that the total amount payable in respect of all losses arising out of any one occurrence shall not exceed the lesser of

- (i) any limits, amounts payable or maximum accumulation stated in The Schedule,
- or
- (ii) £1,000,000

In the event of a claim exceeding the total amount payable under this **Special Provision – Terrorism** Our liability in respect of each Insured Person claimed for shall be proportionately reduced until the total does not exceed such total amount payable.

Endorsements and Conditions

The following endorsements and conditions apply to this Section in addition to the Policy Conditions at the back of this policy.

If in relation to any claim You fail to fulfil any of the following conditions, You will lose Your right to indemnity or payment for the claim.

Index Linking

At renewal, where it is stated in The Schedule that index linking applies, the estimates upon which the premium is based will be adjusted for movements in The Average Earnings Index issued by the relevant government department or any alternative index specified by Us in Our reasonable opinion.

In the event of a negative index We will retain Your existing estimates, unless You advise Us otherwise.

Policy Conditions

Policy Conditions

All of the following Policy Conditions apply in addition to the conditions contained in each Section of the policy.

(1) Alteration of Risk

If

- (a) there has been any alteration to the Property Insured and/or The Premises and/or The Business after the effective date of this insurance which increases the risk of loss, destruction, damage, accident or injury
- or
- (b) Your interest ceases except by will or operation of law

We will at Our option avoid the policy from the date of such alteration or when Your interest ceases, unless We accept the alteration.

(2) Arbitration

If We accept liability but You disagree with the amount We offer to pay, the claim will be referred to an arbitrator who will be jointly appointed in accordance with statutory provisions.

(3) Cancellation

- (a) You may cancel this policy at any time after the date We have received the premium, by providing 30 days notice in writing to Us.
- (b) If there is a default under Your Aviva credit agreement which finances this policy, We may cancel this policy by providing notice in writing to You in accordance with the default termination provisions set out in your Aviva credit agreement.

If Your policy is cancelled under (a) or (b) above, and provided that there have been no:

- (i) claim(s) made under the policy for which We have made a payment
- (ii) claim(s) made under the policy which are still under consideration
- (iii) incident(s) which You are aware of and are likely to give rise to a claim which has already been or is yet to be reported to Us

during the current Period of Insurance We may, at Our discretion, refund to You a proportionate part of the premium paid for the unexpired period.

- (c) Where there is no Aviva credit agreement to finance this policy, We will cancel this policy from the inception date if the premium has not been paid and no return premium will be allowed. Such cancellation will be confirmed in writing by Us to Your last known address.
- (d) We may also cancel this policy at any time by sending not less than 30 days notice in writing to Your last known address.

We will refund a proportionate part of the premium for the unexpired period provided that there have been no:

- (i) claim(s) made under the policy for which We have made a payment
- (ii) claim(s) made under the policy which are still under consideration
- (iii) incident(s) which You are aware of and are likely to give rise to a claim which has already been or is yet to be reported to Us

during the current Period of Insurance.

Policy Conditions

Policy Conditions (continued)

(4) Claims Procedure

If in relation to any claim You have failed to fulfil any of the following conditions, You will lose Your right to indemnity or payment for that claim.

You must

- (a) tell Us immediately of any event or occurrence which may result in a claim.
- (b) notify the police immediately of loss, destruction or damage caused by malicious persons or thieves.
- (c) at Your expense, provide Us with a written claim containing as much information as possible of the loss, liability, destruction, damage, accident or injury, including the amount of the claim within
 - (i) 30 days
 - or
 - (ii) seven days in the case of loss, destruction or damage caused by riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances or malicious personsof You becoming aware of the event or occurrence, or such further time that We may allow.
- (d) provide Us with all information and help We require in respect of the claim.
- (e) pass to Us unanswered, immediately, all communications from third parties in relation to any event which may result in a claim under this policy.
- (f) not admit or repudiate liability, nor offer to settle, compromise, make payment which may result in a claim or pay any claim under this policy without Our written agreement.
- (g) allow Us to take over and conduct in Your name the defence or settlement of any claim. You will also allow Us to prosecute at Our own expense and for Our own benefit, any claim for indemnity or compensation against any other person and You must give Us all information and assistance required.

(5) Contribution

Applicable to Employers' Liability Section and Public and Products Liability Section

- (a) If the insurance provided by these Sections is also covered by another policy (or would but for the existence of these Sections), We will only indemnify You in respect of any excess beyond the amount which would be payable under such other insurance had these Sections not been effected.

Applicable to all other Sections insured by this Policy

- (b) Where any loss, destruction, damage or liability covered by the policy is also covered by another policy, (or would be but for the existence of this policy), We will only pay a rateable share of the loss.
- (c) If the other insurance is subject to a condition of average and this policy is not, this policy will become subject to the same condition of average.
- (d) If the Property Insured covered by the other insurance is subject to a provision excluding proportional payment in whole or in part, the payment We make will be limited to the proportion of loss, destruction or damage as the Sum Insured bears to the value of the property.

Policy Conditions

Policy Conditions (continued)

(6) Discharge of Liability

We may at any time pay

- (a) the Limit of Indemnity,
or
- (b) the Sum Insured
or
- (c) a smaller amount for which a claim can be settled
after deduction of any sum already paid.

We will not make any further payment except for costs and expenses incurred prior to the payment of the claim.

(7) Fraud

If a claim made by You or anyone acting on Your behalf is fraudulent or fraudulently exaggerated or supported by a false statement or fraudulent means or fraudulent evidence is provided to support the claim, We may

- (a) refuse to pay the claim
- (b) recover from You any sums paid by Us to You in respect of the claim
- (c) by notice to You cancel the policy with effect from the date of the fraudulent act without any return of premium

If We cancel the policy under (c) above, then We may refuse to provide cover after the time of the fraudulent act. This will not affect any liability We may have in respect of the provision of cover before the time of the fraudulent act.

If this policy provides cover to any person other than You and a claim made by such person or anyone acting on their behalf is fraudulent or fraudulently exaggerated or supported by a false statement or fraudulent means or fraudulent evidence is provided to support the claim, We may

- (a) refuse to pay the claim
- (b) recover any sums paid by Us in respect of the claim (from You or such person, depending on who received the sums or who benefited from the cover provided)
- (c) by notice to You and such person cancel the cover provided for such person with effect from the date of the fraudulent act without any return of premium in respect of such cover

If We cancel a person's cover under (c) above, then We may refuse to provide cover after the time of the fraudulent act. This will not affect any liability We may have under such cover occurring before the time of the fraudulent act.

(8) Identification

The policy and The Schedule will be read as one contract.

(9) Non Disclosure, Misrepresentation or Misdescription

(a) Before this policy was entered into

If You have breached Your duty to make a fair presentation of the risk to Us before this policy was entered into, then:

- where the breach was deliberate or reckless, We may avoid this policy and refuse all claims, and keep all premiums paid;
- where the breach was neither deliberate nor reckless, and but for the breach:
 - We would not have agreed to provide cover under this policy on any terms, We may avoid this policy and refuse all claims, but will return any premiums paid
 - We would have agreed to provide cover under this policy but on different terms (other than premium terms), We may require that this policy includes such different terms with effect from its commencement and/or
 - We would have agreed to provide cover under this policy but would have charged a higher premium, Our liability for any loss amount payable shall be limited to the proportion that the premium We charged bears to the higher premium We would have charged, as outlined in Schedule 1 to the Insurance Act 2015.

Policy Conditions

Policy Conditions (continued)

(b) Before a variation was agreed

If You have breached Your duty to make a fair presentation of the risk to Us before any variation to this policy was agreed, then:

- where the breach was deliberate or reckless, We may cancel this policy with effect from the date of the variation, and keep all premiums paid
- where the breach was neither deliberate nor reckless, and but for the breach:
 - We would not have agreed to the variation on any terms, We may treat this policy as though the variation was never made, but will return any additional premiums paid
 - We would have agreed to the variation but on different terms (other than premium terms), We may require that the variation includes such different terms with effect from the date it was made
and/or
 - We would have agreed to the variation but would have increased the premium, or would have increased it by more than We did, or would not have reduced it or would have reduced it by less than We did, Our liability for any loss amount payable shall be limited on a proportionate basis, as outlined in Schedule 1 to the Insurance Act 2015.

This condition operates in addition to any provisions relating to underinsurance in this policy.

(10) Reasonable Precautions

You must

- (a) maintain The Premises, machinery, plant and equipment in a satisfactory state of repair.
- (b) take all reasonable precautions to prevent
 - (i) loss, destruction or damage to the Property Insured
 - (ii) accident or injury to any person or loss, destruction or damage to their property.
- (c) comply with all legal requirements and safety regulations and conduct The Business in a lawful manner.
- (d) keep books with a complete record of purchases and sales.

Policy Conditions

Policy Conditions

(continued)

(11) Reinstatement

When We decide, or are required to reinstate or replace any property, You will at Your expense provide

- (a) plans
- (b) documents
- (c) books
- (d) information

which We require.

We will not be obliged to reinstate property exactly but only in a satisfactory manner as circumstances allow.

The maximum amount We will pay in respect of one item is the Limit of Indemnity or Sum Insured for that item.

(12) Subrogation

Anyone making a claim under this policy must, at Our request and expense, do everything We reasonably require to

- (a) enforce a right or remedy
- or

- (b) obtain relief or indemnity

from other parties to which We will become entitled or subrogated because of payment for or making good loss, destruction, damage, accident or injury.

We may require You to carry out such actions before or after We make any admission of or payment of a claim.

(13) Index Linking

- (a) Renewal.

Where it states in The Schedule that index linking applies, the amounts insured will be adjusted for movements in the following indices or any alternative index specified by Us in Our reasonable opinion

- (i) any buildings and tenants improvements item

The General Building Cost Index issued by the Building Cost Information Service of the Royal Institution of Chartered Surveyors.

- (ii) other items

The Producer Price Index for Home Sales of Manufactured Products issued by the relevant government department.

In the event of a negative index We will retain Your existing amounts insured, unless You advise Us otherwise.

- (b) Claims.

These adjustments will continue during the

- (i) Period of Insurance
- (ii) period of repair, replacement or reinstatement provided that such work is carried out and completed without undue delay.

Policy Conditions

Policy Conditions (continued)

(14) Long Term Undertaking

Where a Section is stated in The Schedule to be subject to a Long Term Undertaking a discount of 5% under that Section is allowed in consideration of You having provided an undertaking with effect from the date stated in The Schedule to offer annually for a period of three years the insurance under the Section on the terms and conditions in force at the expiry of each Period of Insurance and to pay the premiums annually in advance, it being understood that:

- (a) We will be under no obligation to accept an offer made in accordance with such an undertaking
- (b) the Sums Insured may be reduced at any time to correspond with any reduction in value or reduction in The Business.

The discount does not apply to any inspection fees charged under the Engineering Section of this policy.

The above mentioned undertaking applies to any policy which may be issued by Us in substitution for this policy and the same discount shall be allowed.

(15) Subjectivity

At the inception of or during each Period of Insurance, the insurance provided by this policy may be subject to You

- (a)
 - (i) providing Us with any additional information
 - (ii) completing any actions agreed between You and Us
 - (iii) allowing Us to complete any actions agreed between You and Us.
- (b) If required by Us, allowing Us access to The Premises and/or The Business to carry out survey(s) and Your compliance with any risk improvements identified.

If this is the case, then The Schedule will clearly state the information required and/or the actions to be completed and the dates We require such information or the actions to be completed by.

Upon completion of these requirements (or if they are not completed by the required dates) We may, at Our option:

- (i) modify Your premium,
- (ii) amend the terms and conditions of this policy,
- (iii) require You to make alterations to The Premises and/or to comply with any risk improvements identified,
- (iv) exercise Our right to cancel Your policy under Policy Condition (3) Cancellation,
- (v) leave the policy terms, conditions, and premium unaltered.

If We proceed with any of (i) (ii) and (iii) above, You have the right to cancel this policy from a date agreed by You and Us and, providing no claims have been made, We will refund a proportionate part of the premium paid for the unexpired period of cover.

Policy Exceptions

Exceptions

The following Policy Exceptions apply to all Sections unless otherwise stated and in addition to the Exceptions contained in each Section.

We will not indemnify You in respect of

- (1) any consequence whatsoever which is the direct or indirect result of any of the following, or anything connected with any of the following, whether or not such consequence has been contributed to by any other cause or event
 - (a) (i) war, invasion, act of a foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power
 - (ii) mutiny or military uprising, martial law
- (b) nationalisation, confiscation, requisition, seizure, damage or destruction by or by order of any government or any local or public authority, and
- (c) any action taken in controlling, preventing, suppressing or in any way relating to (1) (a) and/or (1) (b) above.

However,

- (1) exception (1) (a) (ii) shall only apply in respect of the following Sections, when insured by this policy
 - (a) Property Damage – Specified Contingencies
 - (b) Property Damage – All Risks
 - (c) Theft
 - (d) Computer
 - (e) Electronic Equipment
 - (f) Business All Risks
 - (g) Goods in Transit
 - (h) Money and Assault
 - (i) Glass
 - (j) Engineering
 - (k) Contract Works
 - (l) Business Interruption
 - (m) Book Debts
 - (n) Loss of Licence.
- (2) exceptions (1) (a) (b) and (c) do not apply to the following Sections, when insured by this policy
 - (a) Employee Dishonesty
 - (b) Terrorism
 - (c) Employers' Liability
 - (d) Professional Indemnity
 - (e) Directors and Officers Liability
 - (f) Management Liability.

Policy Exceptions

Exceptions (continued)

- (3) exception (1) (b) does not apply to the following Sections, when insured by this policy
 - (a) Public and Products Liability
 - (b) Personal Accident.
 - (4) exceptions (1) (a) and (1) (c) do not apply to the Personal Accident Section and Business Travel Sections, when insured by this policy, while the Insured Person is undertaking an Insured Journey.
 - (2) death or disablement, loss or destruction of or damage to any property, any loss or expense whatsoever, any consequential loss or any legal liability directly or indirectly caused by or contributed to by or arising from
 - (a) (i) ionising radiations or contamination by radioactivity from nuclear fuel or from nuclear waste from the combustion of nuclear fuel
 - (ii) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof.
 - (b) the use of any weapon or device
 - (i) dispersing radioactive material and/or ionising radiation
 - or
 - (ii) using atomic or nuclear fission and/or fusion or other like reaction.
 - (c) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter but this will not apply in respect of radioactive isotopes at The Premises (other than nuclear fuel or nuclear waste) used in the course of The Business for the purposes for which they were intended.
- However,
- (1) in relation to the Employers' Liability Section, exception (2) (a) only applies when You under a contract or agreement have undertaken to
 - (a) indemnify another party
 - or
 - (b) assume the liability of another party.
 - (2) exceptions (2) (a) and (2) (b) do not apply to the following Sections, when insured by this policy
 - (a) Employee Dishonesty
 - (b) Terrorism
 - (c) Professional Indemnity
 - (d) Directors and Officers Liability
 - (e) Management Liability.

Policy Exceptions

Exceptions (continued)

- (3) (a) Money, negotiable instruments and specie
 - (b) securities and bonds
 - (c) jewellery
 - (d) precious stones
 - (e) precious metals
 - (f) bullion
 - (g) furs
 - (h) curios and antiques
 - (i) rare books
 - (j) works of art
 - (k) goods held in trust or on commission
 - (l) documents
 - (m) manuscripts
 - (n) business books
 - (o) computer systems records
 - (p) explosives and hazardous substances
 - (q) property in transit
- unless specifically mentioned.

However, exceptions (3)(a) to (q) do not apply to the following Sections, when insured by this policy

- (1) Terrorism
 - (2) Employers' Liability
 - (3) Public and Products Liability
 - (4) Commercial Legal Protection.
- (4) any claim which arises directly or indirectly from or consists of the failure or inability of any
- (a) electronic circuit, microchip, integrated circuit, microprocessor, embedded system, hardware, software, firmware, program, computer, data processing equipment, telecommunication equipment or systems, or any similar device
 - (b) media or systems used in connection with anything referred to in (a) above
- whether Your property or not, at any time to achieve any or all of the purposes and consequential effects intended by the use of any number, symbol or word to denote a date and this includes without any limitation the failure or inability to recognise, capture, save, retain or restore and/or correctly to manipulate, interpret, transmit, return, calculate or process any date, data, information, command, logic or instruction as a result of
- (i) recognising, using or adopting any date, day of the week or period of time, otherwise than as, or other than, the true or correct date, day of the week or period of time
 - (ii) the operation of any command or logic which has been programmed or incorporated into anything referred to in (a) and (b) above.

However,

- (1) We will not exclude any claim for subsequent loss or destruction of or damage to any property or consequential loss which itself results from a Defined Contingency arising under any of the following Sections, but only to the extent that such claim would otherwise be insured under that Section

Policy Exceptions

Exceptions *(continued)*

- (a) Property Damage
 - (b) Money and Assault
 - (c) Engineering
 - (d) Computer
 - (f) Electronic Equipment.
 - (g) Business Interruption.
- (2) exceptions (4) (a) and (4) (b) do not apply to the following Sections, when insured by this policy
- (a) Employee Dishonesty
 - (b) Loss of Licence
 - (c) Terrorism
 - (d) Employers' Liability
 - (e) Personal Accident
 - (f) Professional Indemnity
 - (g) Directors and Officers.

Definition

The following definition only applies to this exception

'Defined Contingency'

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