



TOWERGATE INSURANCE

BUSINESS
PROTECTOR POLICY

Arranged by

TOWERGATE INSURANCE
a Trading name of

TOWERGATE UNDERWRITING GROUP LTD

Making a Complaint

Towergate Insurance aims to provide the highest standard of service to every customer. If our service does not meet your expectations we want to hear about it so we can try to put things right. All complaints we receive are taken seriously. Following the steps below will help us understand your concerns and give you a fair response.

How to make your complaint

The majority of complaints can be resolved quickly and satisfactorily by the department you are dealing with. Telephone contact is often the most effective way to resolve complaints quickly. If your complaint relates to a claim on your policy, please contact the department dealing with your claim. If your complaint relates to anything else, you can write to us at

The Managing Director
Towergate Insurance,
Downsview House,
141-145 Station Road East,
Oxted ,
Surrey
RH8 0QE

Telephone: 0344 892 1384
Fax: 0344 892 1564
Email: commercial.riskline@towergate.co.uk

When **you** make contact please tell us the following information:

- Name address and postcode, telephone number and e-mail address (if you have one)
- Your policy and / or claim number, and the type of policy you hold
- The name of your insurance agent / firm (if applicable)
- The reason for your complaint

Any written correspondence should be headed 'COMPLAINT' and you may include copies of supporting material.

Beyond Towergate Insurance

Should you remain dissatisfied following our final written response, you may be eligible to refer your case to the Financial Ombudsman Service (FOS).

The FOS is an independent body that arbitrates on complaints about general insurance products. The FOS can only consider your complaint if we have given you our final decision.

You have six months from the date of our final response to refer your complaint to the FOS. This does not affect your right to take legal action.

Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London
E14 9GE
Tel: 0800 023 4567*
Tel: 0300 123 9123**
Fax: 020 7964 1001
Email: complaint.info@financial-ombudsman.org.uk
Web : www.financial-ombudsman.org.uk

** free for people phoning from a 'fixed line' (for example, a landline at home)*

*** free for mobile-phone users who pay a monthly charge for calls to numbers starting 01 or 02*

Our promise to you

We will

- Acknowledge written complaints promptly.
- Investigate your complaint quickly and thoroughly.
- Keep you informed of progress of your complaint.
- Do everything possible to resolve your complaint.
- Learn from our mistakes.
- Use the information from complaints to continuously improve our service.

Telephone calls may be monitored or recorded.

Financial Services Compensation Scheme (FSCS)

AXA Insurance UK Plc & are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation in the unlikely event we cannot meet our obligations to you. This depends on the type of insurance, size of the business and the circumstances of the claim. Further information about the compensation scheme arrangements is available from the FSCS (www.fscs.org.uk). The European Commission has also provided an Online Dispute Resolution Service for logging complaints. To use this service please go to: <http://ec.europa.eu/odr>

BUSINESS PROTECTOR INSURANCE POLICY

This Policy has several Sections. Check your Schedule to see which Sections are in Force.

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How to use your Business Protector Policy

SECTION 1-10 UNDERWRITTEN BY

AXA Insurance UK Plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority. This can be checked on the FCA's register by visiting the FCA's website at www.fca.org.uk/register or by contacting them on 0800 111 6768. Registered in England No 78950. Registered Office: 5 Old Broad Street, London EC2N 1AD.A member of the AXA Group of Companies.

SECTION 11 UNDERWRITTEN BY

DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. This can be checked on the FCA's register by visiting the FCA's website at www.fca.org.uk/register or by contacting them on 0800 111 6768. Registered in England and Wales, number 103274. DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol, BS1 6NH.

ARRANGED BY

Towergate Insurance a trading name of Towergate Underwriting Group Limited who are authorised and regulated by the Financial Conduct Authority. This can be checked on the FCA's register by visiting the FCA's website at www.fca.org.uk/register or by contacting them on 0800 111 6768 Registered in England No. 4043759 Registered Office: Towergate House, Eclipse Park, Sittingbourne Road, Maidstone, Kent ME14 3EN.Towergate Underwriting Group Limited is not part of the AXA Group of Companies

HOW WE USE PERSONAL INFORMATION

We hold personal information in accordance with the Data Protection Act 1998. The information supplied to Us by You may be used to:

- Provide You with a quotation, deal with the associated administration of Your policy and to handle claims;
- Search credit references, credit scoring and fraud agencies who may keep a record of the search;
- Share with those companies who are underwriting Your policy, other insurance organisations to administer Your policy, to help offset risk, for statistical analysis, to handle claims and prevent fraud;
- research and business reviews which may be carried out by third parties acting on Our Support the development of Our business by including Your details in customer surveys, for market behalf

We may need to collect and process data relating to individuals who may benefit from the policy ("Insured Persons"), which under the Data Protection Act is defined as sensitive (such as medical history of Insured Persons) for the purpose of evaluating the risk and/or administering claims which may occur. You must ensure that You have explicit verbal or written consent from the Insured Person to such information being processed by Us and that this fact is made known to the Insured Person.

If Your policy provides Employers Liability cover information relating to Your insurance policy will be provided to the Employers Liability Tracing Office (ELTO) and added to an electronic database (The "Database") in a format set out by the Employer's Liability Insurance; Disclosures by Insurers Instrument 2010.

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

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

The Database will be managed by the ELTO and further information can be found on the ELTO website www.elto.org.uk

Personal details may be transferred to countries outside the EEA. They will at all times be held securely and handled with the utmost care in accordance with all principles of English law.

Under the Data Protection Act 1998 individuals are entitled to request a copy of all the personal information We hold about them. Please contact Us at Towergate 0344 892 1384

We can only discuss the details given with You. If You would like anyone else to act on Your behalf please let Us know. Your details will not be kept longer than is necessary.

Telephone calls may be recorded for Our mutual protection, training and monitoring purposes.

By applying for and/or entering into this insurance policy You will be deemed to consent to the use of Your data and Your insurance policy data in this way and for these purposes and that Your directors, officers, partners and Employees have consented to our using their details in this way.

YOUR POLICY

Here is your new Policy containing details of the cover you have bought We have made every effort to make our intentions clear. Please read your Policy carefully and, if you have any questions, Axa Insurance UK Plc or Towergate Insurance will be pleased to help you. Axa Insurance UK Plc aim to provide a high level of service and to pay Claims fairly and promptly within the terms set out in the Policy

HOW TO MAKE A CLAIM

Please contact in the first instance the Broker, Intermediary or Agent who arranged the Policy. Please quote Your Policy Number located on Your Schedule.

WHAT COVER IS INCLUDED

The Policy is divided into a number of different sections. To find out which Sections are in force you should check your Schedule, the document enclosed with your Policy. The Schedule also tells you for how much you are insured under each Section. Please make sure you have the right protection for your present needs. As and when your needs change, your Policy can be easily updated or extended. When you require amendments to your Policy we will issue you with a new Schedule or any endorsement to the Policy, as appropriate.

WHAT COVER IS INCLUDED?

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Please make sure You have the right protection for Your present needs. As and when Your needs change, Your Policy can be easily updated or extended. When You require amendments to Your Policy We will issue You with a new Schedule or any endorsement to the Policy, as appropriate

IMPORTANT

This policy is a legal contract between You and Us and designed to be as easy to understand as possible. You must make a fair presentation of the risk to Us at inception, renewal and alteration of the policy.

Your proposal, the Schedule, Your policy and any Endorsements shall be considered as one legal document. It is important that You read all Your documents carefully and let Your insurance broker or

adviser know immediately if the insurance does not meet Your requirements or if any information is inaccurate or incomplete. If any changes are required, this may result in changes to the terms and conditions of the policy, or a refusal to provide cover.

We are keen to work in partnership with You and avoid any misunderstandings.

Your policy is a contract between Us, the insurers, and You, the Policyholder.

In return for You having paid or agreed to pay the premium, We will indemnify You by payment or, at Our option, by reinstatement or repair, in respect of loss, destruction, damage, accident or injury occurring or other insured contingencies arising during the Period of Insurance, subject to the terms conditions and exceptions contained in the policy.

YOUR OBLIGATIONS UNDER THE POLICY

The policy imposes certain obligations upon You which if not complied with may invalidate this insurance or a claim.

Some of these obligations are expressed to be Policy Condition or Conditions Precedent. These are extremely important. If You are in breach of any of these obligations at the time of a loss, We will have no obligation to indemnify You in relation to any claim for that loss. However if a Policy Condition or Conditions Precedent is intended to reduce the risk of a loss of a particular kind, at a particular location or at a particular time, We will not rely on the breach of that Policy Condition or Conditions Precedent to exclude, limit or discharge Our liability if the breach could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

STEPS TO BE TAKEN IF YOU CANNOT COMPLY

If You are unable to comply with any Policy Condition or Conditions Precedent You should contact Us as soon as reasonably possible through Your insurance broker or adviser. We will decide whether We might be prepared to agree a variation in the policy. **All Policy Conditions or Conditions Precedent remain effective unless You receive written confirmation of a variation from Us through Your insurance broker or adviser.**

You should keep a written record (including copies of letters) of any information You give Us, or Your insurance broker or adviser, at inception, renewal or making alteration to this policy.

BUSINESS PROTECTOR INSURANCE COVER

AXA Insurance UK Plc will pay for any Loss, Damage, Injury costs or liability described in this Policy arising from events happening during any Period of Insurance for which You have paid and We have accepted the premium.

DAS Legal Expenses Insurance Company Limited ('DAS') is the underwriter and provides the legal protection insurance under section 11. The legal advice service is provided by DAS Law Limited and/or a **preferred law firm** on behalf of **DAS**.

Policy Definitions

Average

Whenever an Item is declared to be subject to **Average** if the property covered thereby at the commencement of any **Damage** hereby insured against shall be collectively of greater value than its Sum Insured then **the Insured** shall be considered as his own insurer for the difference and shall bear a rateable share of the loss accordingly.

Business Hours

The period during which **The Premises** are actually occupied by the Insured and/or his **Employees** for the purposes of **The Business**.

Condition precedent

Any term expressed as **Condition Precedent** is extremely important. If **You** are in breach of any of these obligations at the time of a loss, **We** will have no obligation to indemnify **You** in relation to any claim for that loss. However if a **Condition Precedent** is intended to reduce the risk of a loss of a particular kind, at a particular location or at a particular time, **We** will not rely on the breach of that **Condition Precedent** to exclude, limit or discharge **Our** liability if the breach could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred

Damage

Loss destruction or damage.

Denial of Service Attack

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

Employee

Any person while working for the Insured in connection with **The Business** who is

- a) under a contract of service or apprenticeship with **You**
- b) a person under a contract of service or apprenticeship with some other employer and who is hired to or borrowed by **You**
- c) a labour master or person supplied by him
- d) a person engaged by a labour only sub-contractor
- e) a self-employed person performing work under a similar degree of control and direction by **You** as a person under a contract of service or apprenticeship with **You**
- f) a driver or operator of hired-in plant
- g) a trainee or person undergoing work experience
- h) a voluntary helper.

Hacking

Hacking means unauthorised access to any computer or other equipment or component or system or item which processes stores or retrieves data whether **your** property or not.

Index-Linking

We will adjust the sums insured for items covered by this section in line with suitable indices of cost and the renewal premium for this section will be based on the adjusted sums insured.

Phishing

Any access or attempted access to data or information made by means of misrepresentation or deception.

You & Your

The Person(s), firm, company or organisation shown in your schedule as the insured

The Business

The Business shown in **Your** Schedule.

The Company/Us/We

AXA Insurance UK Plc

The Premises

The Premises at the address (es) stated in the Schedule occupied by **You** for the purposes of the Business

Virus or Similar Mechanism

Program code, programming instruction or any set of instructions intentionally constructed with the ability to damage, interfere with or otherwise adversely affect computer programs, data files or operations, whether involving self-replication or not. The meaning of **Virus or Similar Mechanism** includes but is not limited to, trojan horses worms and logic bombs.

General Conditions

A. Observance of Conditions

You due observance and fulfilment of the terms and conditions of this Policy shall be **Conditions Precedent** to **Our** liability to make any payment under this Policy.

B. Fair Presentation of the Risk

We are keen to work in partnership with **You** and avoid any misunderstandings.

- (1) **You** must make a fair presentation of the risk to **Us** at inception, renewal and variation of the policy.

Should **You** be in any doubt as to whether information should be presented to **Us**, **You** must

- discuss it with **Your** insurance broker or adviser, or
- disclose it to **Us**.

- (2) **We** may, at **Our** absolute discretion, avoid the policy and refuse to pay any claims where any failure to make a fair presentation is:

- (a) deliberate or reckless; or
- (b) of such other nature that, if **You** had made a fair presentation, **We** would not have issued the policy.

We will return the premium paid by **You** unless the failure to make a fair presentation is deliberate or reckless.

- (3) If **We** would have issued the policy on different terms had **You** made a fair presentation, **We** will not avoid the policy (except where the failure is deliberate or reckless) but **We** may instead, at **Our** absolute discretion;

- (a) reduce proportionately the amount paid or payable on any claim, the proportion for which **We** are liable being calculated by comparing the premium actually charged as a percentage of the premium which **We** would have charged had **You** made a fair presentation; and/or
- (b) treat the policy as if it had included such additional terms (other than those requiring payment of premium) as **We** would have imposed had **You** made a fair presentation.

For the purposes of this condition references to:

- i. avoiding a policy means treating the policy as if it had not existed from the inception date (where the failure to make a fair presentation of the risk occurs before or at the inception of the policy), the renewal date (where the failure occurs at renewal of the policy), or the variation date (where the failure occurs when the policy is varied),
- ii. refunds of premium should be treated as refunds of premium back to the inception date, renewal date or variation date as the context requires,
- iii. issuing a policy should be treated as the references to issuing the policy at inception, renewing or alteration of the Policy as the context requires,
- iv. premium should be treated as the premium payable for the particular contract of insurance which is subject to this condition (where there is more than one contract of insurance).

C. Reasonable Precautions

You shall

- a) take all reasonable precautions to prevent occurrences which may give rise to loss destruction or damage
- b) take all reasonable steps to comply with statutory requirements obligations and regulations imposed by any authority
- c) take immediate steps to make good or remedy any defect or danger which becomes apparent or take such additional precautions as circumstances may require

D. Alteration of Risk

You must notify **Us** prior to or immediately if, during the Period of Insurance, if there is any alteration in **Your** ownership of **The Business**, or if there is any alteration to the detail in the schedule or otherwise comprising the risk presentation made by **You** to **Us** at inception renewal or alteration of the policy, which materially increases the risk of loss or Damage as insured by this policy. This may include but is not limited to alterations:

- (a) In or to **The Business**,
- (b) Due to **The Business** being wound up or carried on by a liquidation or receiver or permanently discontinued,
- (c) Due to its disposal or removal
- (d) In respect of which **Your** interest ceases except by operation of law,
- (e) in respect of the risk of subsidence, ground heave or landslip where any demolition, construction, ground works or excavation work is being carried out on any site adjoining **The Premises**

Should **You** be in any doubt as to whether information should be presented to **Us**, **You** must

- discuss it with **Your** insurance broker or adviser; or
- disclose it to **Us**.

Upon being notified of any such alteration, **We** may, at **Our** absolute discretion

- i. continue to provide cover under the appropriate Section on the same terms
- ii. restrict the cover provided by the Section
- iii. impose additional terms
- iv. alter the premium
- v. cancel the Section and, or the policy

If **You** fail to notify **Us** of any such alteration, **We** may, at **Our** absolute discretion;

- i. treat the appropriate Section and the policy as if it had come to an end as at the date of the alteration of the risk, returning a proportionate amount of the premium for the unexpired Period of Insurance, if **We** would have cancelled the Section and the policy had **We** known of the increase in risk
- ii. treat the Section and the policy as if it had contained such terms (other than relating to premium) or other restrictions (if any) from the date of the alteration in risk as **We** would have applied had **We** known of the increase in risk
- iii. reduce proportionately the amount paid or payable on any claim, the proportion for which **We** are liable being calculated by comparing the premium actually charged as a percentage of the premium which **We** would have charged had **We** known of the increase in risk.

E. Our Rights

- a. Other than when Claims Condition 3. Fraud applies, **We** shall not be bound to accept any renewal of this Policy or **We** may cancel Your policy
 - i. by sending You 30 days written notice to **Your** last known address.

We will return part of the premium paid proportionate to the unexpired Period of Insurance provided that

- no claims have been paid or are outstanding or incidents reported that could give rise to a claim during the current Period of Insurance.
 - **We** have not identified a breach of any Policy Condition.
- ii. immediately if the premium has not been paid or there has been a default under an instalment or linked credit agreement.

If this policy or the Employers' Liability Section is cancelled any certificates of Employers' Liability Insurance are cancelled from the same date. Any copied should not be displayed at **Your** Premises.

F. Your Rights

You may cancel **Your** policy

- i. within 14 days of receiving **Your** policy documents for the first Period of Insurance if for any reason **You** are dissatisfied or the policy does not meet **Your** requirements.
- ii. if at any time **You** sell **The Business** or sell all of the property insured shown in The Schedule, or **You** cease trading.

If **You** cancel the policy **We** will return part of the premium proportionate to the unexpired Period of Insurance provided that no claims have been paid or are outstanding during the current Period of Insurance.

G. Minimum Protections

It is a **Condition Precedent** to the Company's liability for loss destruction or **Damage** caused by riot, civil commotion, strikers, locked out workers or persons taking part in labour disturbances, malicious persons other than thieves, theft, attempted theft, theft of Money that the following minimum level of security (or alternative security precautions as agreed in writing by the **Company** whether following a survey or otherwise) is installed at **The Premises** and put into effect whenever **The Premises** is left unattended

- a. the final exit door of **The Premises** is to be fitted with a mortise deadlock which has 5 or more levers and/or conforms to BS3621. A matching boxed striking plate must also be added
- b. all other external doors and all internal doors giving access to any part of the building not occupied by the Insured for the purpose of **The Business** are to be fitted with either:
 - i. a mortise deadlock which has 5 or more levers or conforms to BS3621 with a matched boxed striking plate as specified above
 - or
 - ii. two key operated security bolts for doors one fitted approximately 30cm from the top of the door and the other 30cm from the bottom
- c. aluminium or UPVC framed doors are to be fitted with integral cylinder key operated mortise deadlocks
- d. all opening external basement ground floor and other accessible (accessible being a window that can easily be reached such as a window adjacent to a flat roof or fire escape balconies canopies or down pipes) windows fanlights rooflights and skylights are to be fitted with key operated window locks
- e. This requirement does not apply to windows protected by solid steel bars weldmesh or expanded metal grilles securely fixed to the brickwork surrounding the window

- f. Any door or window officially designated a Fire Exit by a fire authority is excluded from the above requirements. These are to be secured internally by panic bolts or fire exit bolts (capable of opening at all times) any additional devices must be approved by the local Fire Prevention Officer
- g. each item of electronic office equipment (for example PCs Laser Printers or Fax Machines) with an individual replacement value of £2,500 or greater must be securely anchored to the desk workstation or to the structure of the building by means of lockdown plates the keys to which must have been removed from **The Premises** unless **The Premises** are occupied by the Insured or an authorized Employee in which case the keys are to be deposited in a secure place not in the vicinity of the electronic equipment

H. Security

It is a **Condition Precedent** to **Our** liability in respect of any claim resulting from Theft from **The Premises** or any attempt thereat that whenever **The Premises** are closed for business or left unattended all locks bolts and other security devices, including any intruder alarm system required by **Us**, are put in to full and effective operation.

I. Unoccupancy

It is a **Condition Precedent** to **Our** liability that whenever **The Premises** are left unoccupied for more than 30 consecutive nights:

1. The heating is left on or all water is drained from pipes and heating equipment
2. The building is inspected weekly by **You** or **Your** appointed representative.

J. Law Applicable

You and **We** can choose the law which applies to this policy. **We** propose that the Law of England and Wales apply. Unless **We** and **You** agree otherwise, the Law of England and Wales will apply to this policy.

K. Contracts (Rights of Third Parties) Act 1999

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

L. Subjectivity Condition

If this policy has been issued or renewed subject to the following requirements

1.
 - a. **You** providing **Us** with any additional information requested,
 - b. **You** completing any actions agreed between **You** and **Us**,
 - c. **You** allowing **Us** to complete any actions agreed between **You** and **Us**.

by the required date(s),

2. **You** allowing **Us** access to **The Premises**, **Your** contract sites, and, or **The Business**, to carry out survey(s), within 60 days of the inception or renewal date, unless **We** agree otherwise in writing,
3. **You** complying with all survey risk improvements to make alterations to **The Premises** or contract sites by the required date(s),

and **You** do not complete these requirements by the required date(s), then **We** may at **Our** absolute discretion:

- a. modify the premium,

- b. issue a mid-term amendment to the policy, or Section terms, Conditions and Exceptions,
- c. exercise our right to cancel the policy,
- d. leave the Policy or Section terms, Conditions and Exceptions, and the premium, unaltered.

We will contact **You** with **Our** decision and where applicable, specify the date(s) by which any action(s) agreed need to be completed by **You** and, or any decision by **Us** will take effect. If the premium terms or conditions are amended by **Us** then **You** will have fourteen (14) days to accept or reject the revised basis of indemnity.

If **You** elect to reject the revised basis of premium, terms and conditions then **You** shall be entitled to a proportionate refund of premium for the unexpired period of cover provided that no claim has been made during the current Period of Insurance.

If **We** exercises our right to cancel the policy then **You** shall be entitled to a proportionate refund of premium for the unexpired period of cover provided that no claim has been made during the current Period of Insurance.

To the extent that this Condition conflicts with any other cancellation condition then this Condition shall prevail.

Except in so far as they are expressly varied by this Condition all of the terms, conditions, exclusions and limits of this policy and of the Sections of the policy shall continue to apply until **We** advise **You** otherwise.

M. Applicable Law

The Insured and **The Company** can choose the law which applies to this policy. **The Company** propose that the Law of England and Wales apply. Unless **The Company** and **The Insured** agree otherwise, the Law of England and Wales will apply to this policy.

N. Adjustment of Premium

If any part of the premium or renewal premium is based on estimates provided by the Insured **The Insured** shall keep an accurate record containing all relevant particulars and shall allow **The Company** to inspect such record. **The Insured** shall within one month after the expiry of each Period of Insurance provide such information as **The Company** may require. The premium shall then be adjusted and the difference paid by or allowed to **The Insured**. Should **The Insured** fail to supply the information required then **The Company** shall be entitled to charge a reasonable additional premium.

O. Instalments

Where the premium under this Policy is payable by instalments it is a **Condition Precedent** to **The Company's** liability that each instalment shall be paid when due otherwise all benefit under the Policy shall be forfeited and the Policy shall be cancelled from the date when any unpaid instalment was due and the Insured shall surrender forthwith to **The Company** any effective Certificate(s) of Insurance.

P. Contracts (Rights of Third Parties) Act 1999

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

Claims Conditions

1. Claims- Insured's Duties

On the happening of any event which may give rise to a claim **You** shall:

A. General -Applicable to all Sections

- i) Notify **The Company** immediately
- ii) take all practicable steps to recover property lost and otherwise minimize the claim
- iii) inform the Police immediately if the loss or **Damage** is caused by thieves malicious persons or vandals or by riot civil commotion strikes or labour disturbances
- iv) give all information and assistance **The Company** requires.

B. Applicable to Section 1 – Material Damage

Within 30 days or such further time as **The Company** may in writing allow deliver to **The Company** a written claim providing at their own expense all details proofs and information regarding the cause and the amount of **Damage** as **The Company** may reasonably require together with details of any other insurances on any Property Insured by this Policy and(if demanded) a statutory declaration of the truth of the claim and any related matters

No claim under this Section shall be payable unless the terms of this condition have been complied with.

C. Applicable to Section 2 – Business Interruption

Within 30 days after the expiry of the Indemnity Period or within such time as **The Company** may in writing allow at their own expense deliver to **The Company** a statement setting out particulars of the claim together with details of all other insurances covering any part of the damage or resulting loss of Gross Profit

The Insured shall at their own expense also provide **The Company** with such books of accounts voucher invoices balance sheets and other documents proofs information explanations and other evidence as may reasonably be required by **The Company** for the purpose of investigating or verifying such claim together with (if Demanded) a statutory declaration of the truth of the claim and any related matter

No claim under this Section shall be payable unless the terms of these conditions have been complied with and in the event of non compliance therewith in any respect any payment on account of the claim already made shall be repaid to **The Company** immediately

D. Applicable to Sections 4 – Employers Liability, 5- Public Liability & 6 – Products Liability

- i) immediately forward to **The Company** every letter claim writ summons and process immediately upon receipt without acknowledgement
- ii) tell **The Company** about any prosecution, inquest or fatal accident inquiry or dispute for referral to adjudication or court proceedings in connection with any potential claim under **Your** policy

E. Applicable to Sections 4 – Employers Liability, 5 – Public Liability, 6 – Products Liability & 7 – Goods in Transit

Not make or allow to be made on their behalf any admission offer promise or indemnity without the written consent of **The Company**

F. Applicable to Section 7 – Goods in Transit

If loss or **Damage** is caused by a carrier the insured should notify the carrier immediately **The insured** is aware of the loss or **Damage** and **The Insured** may be asked to complete the carriers claim form.

Any compensation the Insured subsequently receives from a carrier should be paid to **The Company** if **The Company** has paid the claim.

2. The Rights of the Company

The Company shall be entitled:

- a) on the happening of any **Damage** in respect of which a claim is made and without thereby incurring any liability or diminishing any of **The Company's** rights under this Policy to enter take or keep possession of the premises where such **Damage** has occurred and to take possession of or require to be delivered to **The Company** any property insured and deal with such property for all reasonable purposes and in a reasonable manner
- b) at its discretion to take over and conduct in the name of **The Insured** the defence or settlement of any claim and to prosecute at its own expense and for its own benefit any claim for indemnity or damages against any other persons in respect of any event insured by this Policy and **The Insured** shall give all information and assistance required
- c) to any property for the loss of which a claim is paid hereunder and **The Insured** shall execute all such assignments and assurances of such property as may be reasonably required but **The Insured** shall not be entitled to abandon any property to **The Company**
- d) in the event of any Occurrence resulting in any claim(s) under Sections 4, 5 and 6 to pay to **The Insured** the amount of the Indemnity Limit for such Occurrence (less any sums already paid as damages in respect of such Occurrence and in respect of Section 4 less costs and expenses incurred before the date of payment) or any lesser amount for which the claim(s) can be settled after which **The Company** shall have no further responsibility in connection with such claim(s) except in respect of Sections 5 and 6 for costs and expenses incurred before the date of payment.

3. Fraud condition

If **You** or anyone acting on **Your** behalf:

- (a) makes any false or fraudulent claim,
- (b) makes any exaggerated claim,
- (c) supports a claim by false or fraudulent documents, devices or statements (whether or not the claim is itself genuine),
- (d) makes a claim for loss or damage which the Insured or anyone acting on the Insured's behalf deliberately caused,

We will:

- i. refuse to pay the whole of the claim; and
- ii. recover from **You** any sums that **We** have already

paid in respect of the claim.

We will also notify **You** if **We** will be treating the policy as having terminated with effect from the date of the earliest of any acts set out in (a) – (d) above. In that event, **You** will:

- have no cover under the policy from the date of the termination; and
- not be entitled to any refund of premium.

4. Conditions Precedent

Every **Condition Precedent** to which this Policy or any Section or Item thereof is or may be made subject to, shall from the time the **Condition Precedent** attaches apply and continue to be in force during the whole currency of this Policy. Non-compliance with any such **Conditions Precedent** insofar as it increases the risk of **Damage** shall be a bar to any claim in respect of such **Damage** provided that whenever this Policy is renewed a claim in respect of **Damage** occurring during the renewal period shall not be barred by reason of a **Condition Precedent** not having been complied with at any time before the commencement of such period.

5. Subrogation

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

The Company shall be entitled to take over and conduct in the name of **The Insured** the defence or settlement of any claim or to prosecute in the name of **The Insured** at its own expense and for its own benefit any claim for indemnity or damages or otherwise

6. Other Insurances

a) Applicable to Section 1 -Buildings and contents

If at the time of any **Damage** there is any other insurance effected by or on behalf of **The Insured** covering any of the property damaged the liability of **the Company** hereunder shall be limited to its rateable proportion of such **Damage**

If any other insurance is subject to any provision whereby it is excluded from ranking concurrently with this Section either whole or in part or from contributing rateable the liability of **The Company** hereunder shall be limited to that proportion of the **Damage** as the sum insured hereby bears to the value of the property

b) Applicable to Section 2- Business Interruption

If at the time of any incident resulting in a loss under this Section there be any other insurance effected by or on behalf of the insured covering such loss or any part of it the liability of **The Company** hereunder shall be limited to its rateable proportion of such

c) Applicable to Section 4- Public Liability and Section 5 Employers Liability

The Company will not indemnify the insured in respect of liability which is insured by or would but for the existence of the Section be insured by any other policy except in respect of any excess beyond the amount payable under such other policy had this insurance not been effected

d) Applicable to Section 7- Goods in Transit

If at the time of a claim there is any other insurance arranged by **The Insured** or on **The Insured's** behalf covering anything insured under this Section **The Company** shall be liable only for a proportionate share

If the other insurance is more specific in relation to **The Property** then this Section will only apply after the other insurance has been exhausted

7. Arbitration

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

This condition does not apply to the Employers Liability, Public Liability, Product Liability and Legal Expenses Sections of the Policy.

8. Sanctions Condition

This contract of insurance is subject to sanction, prohibition or restriction under United Nations resolutions. It is a condition of Your Policy that We will not provide cover, or pay any claim or provide any benefit under Your policy to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose Us, or Our parent, subsidiary or any AXA group member company, to any trade or economic sanctions, or violate any laws or regulations of the United Kingdom, the European Union, the United States of America or any other territory.

Section 1 – Material Damage

In the event of any of the property insured suffering **Damage** at **The Premises** by any of The Perils insured **The Company** will subject to the provisions of the insurance pay to **The Insured** the value of the Property or the amount of the **Damage** at the time of such **Damage** or at the option of the Company reinstate or replace such property

Provided that the liability of **The Company** in any one Period of Insurance shall in no case exceed the total sum insured or in respect of any item its sum insured or any other stated limit of liability.

Definitions

The Buildings

- a) Structures on the site of **The Premises** (being built mainly of brick stone concrete or other non- combustible materials unless otherwise advised to the Company)
- b) landlords fixtures and fittings in and on the structures
- c) internal and external fixed glass sanitaryware and signs
- d) central heating systems
- e) small outside buildings extensions annexes and gangways
- f) concrete paved or asphalt forecourts yards terraces drives and footpaths
- g) walls gates and fences.

Tenants' Improvements

Structural fixtures and fittings the property of **The Insured** as occupier of **The Premises**.

Stock in Trade

Stock and materials in trade work in progress and finished goods all the property of **The Insured** or held by them in trust for which they are responsible.

Plant, Machinery, Trade Fixtures

- a) Machinery plant fixtures fittings and other trade equipment
- b) all office equipment and other contents
- c) money and stamps (excluding **Damage** by theft or any attempt thereat) not exceeding £2500 in total
- d) patterns models moulds plans and designs
- e) documents manuscripts and business books but only for the value of the materials as stationery together with the cost of clerical labour expended in writing up and not for the value to the Insured of the information contained therein
- f) computer systems records for an amount not exceeding £25,000 in total but only for the value of the materials together with reproduction costs including the cost of gathering information but excluding the value to **The Insured** of the information
- g) directors' partners' visitors' and **Employees'** personal effects in so far they are not otherwise insured including clothing pedal cycles tools instruments and the like for an amount not exceeding £500 per person but any cover granted under this Insurance for **Damage** by theft shall not apply to personal effects partly or wholly of precious metal jewellery watches furs contact lenses portable electronic entertainment equipment mobile telephones cameras money and securities of any description

h) wines spirits cigarettes and tobacco held for entertainment purposes for an amount not exceeding £500 in total in respect of **Damage** by theft or any attempt thereat (if insured)

i) to the extent that they are not otherwise insured motor vehicles motor chassis and their contents

all the property of the Insured or held by them in trust for which they are responsible BUT excluding any property which is more specifically insured.

Stock at Exhibitions

Stock in Trade whilst at any indoor exhibition (including in transit thereto and therefrom) or in any building used for storage purposes all in Great Britain and Northern Ireland.

Rent

The money paid or payable to the Insured in respect of accommodation and services provided at **The Premises**.

Specified Perils

Cover defined hereunder by The Perils numbered 1 to 12 (inclusive).

All Risks

Cover defined hereunder by The Perils numbered 1 to 13 (inclusive).

The Perils

1.
 - a) Fire but excluding **Damage** caused by:
 - i. explosion resulting from fire
 - ii. earthquake or subterranean fire
 - iii. its own spontaneous fermentation or heating or
 - iv. its undergoing any heating process or any process involving the application of heat
 - b) Lightning
2. Explosion
 - a. of boilers or of gas used for domestic purposes only but excluding **Damage** caused by earthquake or subterranean fire
 - b. otherwise but excluding **Damage** caused by or consisting of the bursting by steam pressure of a boiler economiser or other vessel machine or apparatus in which internal pressure is due to steam only and belonging to or under the control of **The Insured**
3. Aircraft and/or other aerial devices and/or articles dropped therefrom.
4. Earthquake, Subterranean Fire
5. 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 organization

excluding **Damage** resulting from cessation of work or due to confiscation requisition or destruction by order of the government or any public authority.

6. Malicious Persons or vandals not acting on behalf of or in connection with any political organisation excluding **Damage**
 - a) resulting from cessation of work or due to confiscation requisition or destruction by order of the government or any public authority
 - b) caused by Theft
 - c) when the Premises are left vacant or become disused

7. Theft or any attempt thereat involving
 - a) entry to or exit from the buildings at the Premises by forcible and violent means excluding any such loss from any structure which is incapable of being locked
 - b) violence or threat of violence to the Insured or any director partner or Employee or their families

excluding **Damage**:

 - i. in respect of property in the open unless agreed otherwise in writing by **The Company**
 - ii. when **The Premises** are left vacant or become disused
 - iii. in respect of Stock at Exhibitions that is not contained in an indoor exhibition hall which is locked and/or guarded outside **Business Hours**
 - iv. in respect of jewellery precious metals/stones or articles composed from them bullion or furs except where specifically mentioned in the Schedule as being insured.

8. Storm, Tempest excluding **Damage**
 - a) caused by the escape of water from the normal confines of any natural or artificial water course lake reservoir canal or dam
 - b) caused by inundation from the sea whether resulting from storm or otherwise
 - c) caused by frost subsidence ground heave or landslip
 - d) attributable solely to change in the water table level
 - e) to fences gates and moveable property in the open or in open sided buildings.

9. Flood excluding **Damage**
 - a) caused by storm or tempest
 - b) caused by escape of water from any tank apparatus or pipe
 - c) caused by frost subsidence ground heave or landslip
 - d) attributable solely to change in the water table level
 - e) to fences gates and moveable property in the open or in open sided buildings.

10. Escape of Water from any tank apparatus or pipe or escape of oil from any fixed oil-fired heating installation excluding **Damage**
 - a) caused by water discharged or leaking from any automatic sprinkler installations
 - b) when **The Premises** are left vacant or become disused.

11. Impact by
 - a) falling trees or boughs excluding **Damage** caused by lopping pruning or felling
 - b) collapse or breakage of television or radio receiving aerials or satellite dishes
 - c) vehicles or animals.

12. Accidental Discharge or Leakage of Automatic Sprinkler Installations excluding **Damage** occasioned by or attributable to
- a) heat caused by fire
 - b) freezing when **The Premises** are left vacant or become disused
 - c) repairs alterations or extensions to the buildings and/or sprinkler installations
 - d) defects in construction or condition of which **The Insured** is aware.

13. Any Accidental Cause excluding

1. **Damage**

- a) caused by or specifically excluded in The Perils 1-12 (b) caused by theft or any attempt thereat not involving
 - i. entry to or exit from the buildings at **the Premises** by forcible and violent means
 - ii. violence or threat of violence to the Insured or any director partner or **Employee** or their families
2. **Damage** to the property insured caused by or consisting of
 - a) inherent vice latent defect gradual deterioration wear and tear frost change in water table level seepage below ground level its own faulty or defective design or materials
 - b) faulty or defective workmanship operational error or omission on the part of **The Insured** or any of his **Employees**

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

3. **Damage** caused by or consisting of

- a) corrosion rust wet or dry rot shrinkage evaporation leakage loss of weight dampness contamination fermentation dryness marring scratching vermin or insects
- b) change in temperature colour, flavour texture or finish, action of light

Damage consisting of:

- c) joint leakage failure of welds cracking fracturing collapse or overheating of boilers economisers superheaters pressure vessels or any range of steam and feed piping in connection therewith
- d) mechanical or electrical breakdown or derangement in respect of the particular machines apparatus or equipment in which such breakdown or derangement originates

but this shall not exclude

- i. such **Damage** not otherwise excluded which itself results from any other accidental **Damage**
- ii. subsequent **Damage** which itself results from a cause not otherwise excluded

4. **Damage** caused by or consisting of

- a) subsidence ground heave or landslip
- b) normal settlement or bedding down of new structures
- c) acts of fraud or dishonesty
- d) disappearance unexplained or inventory shortage misfiling or misplacing of information
- e) electrical or magnetic injury disturbance or erasure of electronic records

5. Destruction of or **Damage** to a building or structure caused by its own collapse or cracking

6. **Damage** in respect of movable property in the open or in open-sided buildings fences and gates caused by wind rain hail sleet snow flood or dust
7. **Damage** to the property insured
 - a) caused by fire resulting from its undergoing any heating process or any process involving the application of heat
 - b) (other than by fire or explosion) resulting from its undergoing any process of production packing treatment testing commissioning servicing adjustment or repair
8. **Damage**
 - a) caused by freezing
 - b) to fixed glass and sanitaryware

in respect of any building which is left vacant or becomes disused

9. **Damage** in respect of
 - a) jewellery precious stones precious metals bullion or furs
 - b) property in transit
 - c) money cheques stamps bonds credit cards or securities of any description
 - d) fixed glass and sanitaryware
 - i. due to repairs and alterations being carried out at **The Premises**
 - ii. during installation or removal of such glass or sanitaryware
 - iii. which was broken or cracked prior to the inception of this Policy
10.
 - a) vehicles licensed for road use (including accessories thereon) caravans trailers railway locomotives rolling stock watercraft or aircraft
 - b) property or structures in the course of construction or erection and materials or supplies in connection with all such property in course of construction or erection
 - c) land roads piers jetties bridges culverts or excavations
 - d) livestock growing crops or trees

unless specifically mentioned as insured by this Section

11. **Damage** occasioned by delay embargo nationalisation confiscation requisition seizure or destruction by the government or any public authority.

Extensions

The Insurance provided by this Section is extended to include the following:

A. Professional Fees

The insurance by each item on **Buildings Tenants' Improvements and Plant Machinery and Trade Fixtures** includes an amount for architects' surveyors' consulting engineers' and legal fees necessarily and reasonably incurred in the reinstatement or repair of the property consequent on its **Damage** but not for preparing any claim. The total amount payable under this Extension and the Section for any item will not exceed its sum insured.

B. Public Authorities

The insurance by each item on **Buildings Tenants' Improvements and Plant Machinery and Trade Fixtures** extends to include the additional cost of reinstatement of any **Damage** to the property insured and undamaged portions thereof incurred solely by reason of the necessity to comply with European Union legislation regulations under Acts of Parliament or local authority bye-laws provided that:

- a) **The Insured** receives the notice to comply after the **Damage** occurs
- b) the work of reinstatement is completed within twelve months of the date of the **Damage** or within such further time as **The Company** may in writing allow
- c) the total amount recoverable under any item of this Section in respect of this Extension shall not exceed
 - i. in respect of the lost, destroyed or damaged property 15% of its sum insured
 - ii. in respect of undamaged portions of the property (other than foundations) 15% of the total amount for which **The Company** would have been liable had the property been wholly destroyed
- d) the total amount recoverable under any item of this Section shall not exceed its sum insured.

C. Theft Damage to Buildings

The cost of repairing **Damage** by theft or any attempt thereat to **The Buildings of The Premises** (whether or not **The Buildings** are insured hereunder) if **The Insured** are responsible for the repairs and the **Damage** is not otherwise insured.

D. Damage to Framework (Glass)

Any cover granted under this insurance in respect of **Damage** to fixed glass includes the reasonable costs of any necessary boarding up or temporary glazing pending replacement of broken glass and of removing and refixing window fittings and other obstacles to replacement.

E. Underground Services

Accidental **Damage** for which **The Insured** is legally liable to underground pipes cables drains (and their relevant inspection covers) supplying services to and carrying waste from **The Premises** to the point of junction with public supply lines mains and sewers.

F. Clearing of Drains

The insurance in respect of **The Buildings** extends to cover expenses necessarily and reasonably incurred in cleaning clearing and/or repairing drains gutters sewers and the like in consequence of **Damage** by any of The Perils insured against at **The Premises**.

G. Loss of Metered Water

Cover against **Damage** caused by escape of water from any tank apparatus or pipe not being automatic sprinkler installations includes up to £10,000 any one loss for the cost of water (calculated at the current rate per cubic metre) consumed as a direct result of the escape.

- H. Other Interests**
Interests of third parties which the Insured is required to include herein under the terms of any mortgage property lease or hiring leasing or hire purchase agreement are automatically deemed to be held covered hereunder subject to notification by **The Insured** to **The Company** as soon as is reasonably practicable.
- I. Non-Invalidation**
This insurance shall not be invalidated by any act or omission or by any alteration whereby the risk of **Damage** is increased unknown to or beyond the control of **The Insured** provided that **The Insured** immediately they become aware thereof shall give notice to **The Company** and pay an additional premium if required.
- J. Contracting Purchaser's Interest**
If at the time of **Damage** **The Insured** shall have contracted to sell his interest in any Building insured and the purchase is subsequently completed the purchaser on completion of the purchase shall be entitled to benefit under this Policy in respect of such **Damage** (if and so far as the property is not otherwise insured against such **Damage** by him or on his behalf) without prejudice to the rights and liabilities of **The Insured** or **The Company** until completion.
- K. Mortgagees etc.**
The act or neglect of any mortgagor leaseholder lessee or occupier of any building hereby insured whereby the risk of **Damage** is increased without the knowledge of any mortgagee freeholder or lessor shall not prejudice the interest of the latter parties in this insurance provided they shall notify **The Company** immediately on becoming aware of such increased risk and pay additional premium if required.
- L. Subrogation Waiver**
In the event of a claim arising under this Section **The Company** agrees to waive any rights remedies or relief to which it might become entitled by subrogation against:
- a) any Company standing in the relation of Parent to Subsidiary (Subsidiary to Parent) to the Insured as defined in the Companies Act or Companies (NI) Order as appropriate current at the time of the **Damage**
 - b) any Company which is a Subsidiary of a Parent Company of which **The Insured** are themselves a subsidiary in each case within the meaning of the Companies Act or Companies (NI) Order as appropriate, current at the time of the **Damage**.
- M. Capital Additions**
The insurance by this Section on **Buildings Tenants' Improvements and Plant Machinery and Trade Fixtures** extends to cover:
- a) any such property newly acquired and/or newly erected anywhere in Great Britain the Channel Islands or the Isle of Man in so far as the same is not otherwise insured
 - b) alterations, additions and improvements to such property but not appreciation in value
- Provided that
- i. at any one situation the limit of **The Company's** liability shall be 10% of the total sum insured hereby on such property or £250,000 whichever is less
 - ii. **The Insured** undertake to advise such additional insurance as soon as practicable and to pay the additional premium required from its inception date
 - iii. the provisions of this Clause shall be fully reinstated following advice of such additional insurance.
- N. Cost of Debris Removal/Re-erection**
The Insurance by each item on **Buildings Tenants' Improvements Plant Machinery Trade Fixtures and Stock** extends to include costs and expenses necessarily incurred by **The Insured** with the

consent of **The Company** in:

- a) removing debris
- b) dismantling and/or demolishing
- c) shoring up or propping
- d) re-erecting fitting and fixing (in respect of Plant and Machinery only) of the portion of the property which is the subject of a claim under this Section.

The liability of **The Company** under this Extension and the Section for any item other than Stock will in no case exceed the Sum Insured for that item. In respect of any item applying wholly or in part to Stock the liability of **The Company** shall be limited to 10% of the item sum insured but not exceeding £10,000

The Company will not pay for any costs or expenses

- i. incurred in removing debris except from the site of any property which is the subject of a claim under this Section and the area immediately adjacent to such site
- ii. arising from pollution or contamination of property not insured by this Section

O. Temporary Removal

- a) Property other than **Stock in Trade** is covered whilst such property is temporarily removed from **The Premises** for the purposes of cleaning renovation repair or other similar purposes to any other premises within the United Kingdom or in transit by road rail or inland waterway

Provided that the maximum liability of **The Company** hereunder in respect of any one incident of **Damage** shall not exceed 15% of the sum insured on each Item and in the case of documents manuscripts plans and the like 15% of the total value thereof.

- b) The cover in respect of **Plant Machinery Trade Fixtures and Stock in Trade** is also extended to include property as therein defined transferred between **Premises** described in the schedule including transit by road rail or inland waterway between such **Premises**

Provided that the amount recoverable under this part of the Extension shall not exceed the amount which would have been recoverable had the **Damage** occurred at the premises from which the property is transferred, or in the aggregate 15% of the sum insured by the said items or £50,000 whichever is the less in respect of any such transfers at any one time

Both (a) and (b) above are subject to

- i. such property not being more specifically insured
- ii. the **Excess** applying under this Section.

P. Fire Brigade Damage to Grounds

The insurance by this Section extends to include **Damage** caused by the Fire Brigade to the grounds at **The Premises** as far as **The Insured** is responsible for the cost of repair provided that **The Company's** liability for any one claim for such **Damage** is limited to £10,000.

Q. Lock Replacement

The insurance by this Section extends to include the cost of changing locks on doors windows safes and strongrooms at **The Premises** following Theft (as insured herein) of keys from **The Premises** or from the home of **The Insured** or of any partner director or **Employee** entrusted with keys for an amount not exceeding £1,500.

R. Contract Price

In respect only of goods sold but not delivered for which **The Insured** is responsible subject to a sale contract which following **Damage** is cancelled by reason of its conditions wholly or to the extent of the **Damage** **The Company's** liability will be based on the contract price. For the purposes of this insurance the value of all goods to which this Extension could apply in the event of **Damage** will be

ascertained similarly.

S. Trace and Access

In the event of **Damage** resulting from Escape of Water or Oil (as insured herein) **The Company** will pay costs necessarily and reasonably incurred in locating the source of such **Damage** and subsequently making good subject to **The Company's** liability under this Extension not exceeding £10,000 any one claim.

T. Exhibitions Cover

The insurance by this Section extends to include **Damage** to Property insured whilst at any exhibition within Great Britain for a period not exceeding 15 days.

The liability of **The Company** under this extension shall not exceed £50,000 any one claim.

U. Fire Extinguishment Cover

The insurance by this Section extends to include costs and expenses incurred in refilling, recharging or replacing any;

1. Portable fire extinguishment appliances
2. Local fire suppression system
3. Fixed fire suppression system
4. Sprinkler installation
5. Sprinkler heads

As a result of **Damage** as insured by this Section.

We will not indemnify **You** in respect of any costs and expenses recoverable from the maintenance company or fire service.

The liability of **The Company** under this extension shall not exceed £10,000 any one claim.

V. Lamps, Signs and Nameplates

The insurance by this Section extends to include **Damage** to

- a) Lamps
- b) Signs
- c) Nameplates

used in connection with the Business at **The Premises**

The liability of **The Company** under this extension shall not exceed £1,000 any one item.

Clauses

1. Designation

For the purpose of determining where necessary the item or column heading under which any property is insured **The Company** agrees to accept the designation under which such property has been entered in **The Insured's** books.

2. Reinstatement Basis of Settlement

In the event of property other than Stock insured by this Section being lost destroyed or damaged the basis upon which the amount payable under such items is to be calculated shall be the cost of Reinstatement subject to the Provisions set out below.

"Reinstatement" means

- a) the rebuilding or replacement of property lost or destroyed
- b) the repair or restoration of property damaged

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

Provisions

- I. No payment beyond the amount which would have been payable had this Clause not been operative shall be made
 - a. unless the work of Reinstatement is commenced and carried out with reasonable dispatch
 - b. until the cost of Reinstatement has been incurred
 - c. unless any other insurance covering **The Insured's** interest in the property at the time of **Damage** is on the same basis of Reinstatement as this Policy and if no such payment is made then the rights and liabilities of **The Company** and **The Insured** shall be those which would have applied had this Clause not been operative.
- II. Reinstatement may be carried out at another site and in any manner suitable to the Insured subject to the liability of **The Company** not being increased as a result.
- III. In the event of partial **Damage** to property insured **The Company's** liability for any loss shall not exceed the cost which would have been incurred had such property been totally destroyed.
- IV. Each item insured under this Clause is declared to be separately subject to the following Condition of Average:

If the sum insured on any item at the time of **Damage** is less than 85% of the cost of reinstating the whole of the property insured by such item at the time of Reinstatement then the liability of **The Company** shall not exceed that proportion of the amount of the **Damage** which the said sum insured shall bear to the sum representing the total cost of reinstating the whole of such property at that time.

3. Workmen

Workmen are allowed in and about **The Premises** for the purpose of carrying out new works alterations repairs decoration plant installation or general maintenance and the like without prejudice to the terms and conditions of this Policy.

4. Reinstatement of Losses

Unless written notice to the contrary be given by either **The Company** or **The Insured** the insurance by this Section shall not be reduced by the amount of any loss and **The Insured** shall pay the appropriate extra premium on the amount of the loss from the date thereof to the date of expiry of the Period of Insurance.

5. Rent Insurance

Any insurance on Rent applies only if the said **Buildings** or any part thereof are unfit for occupation in consequence of their **Damage** and then the amount payable shall not exceed such proportion of the sum insured on Rent as the period necessary for reinstatement bears to the maximum rental period stated in the Schedule.

Conditions Precedent

Theft Protections

It is a condition precedent to liability that all fastenings and protections on **The Premises** at the commencement of this Insurance and all additional fastenings and protections which have been stipulated by **The Company** shall be maintained during the currency of this insurance and put into full and effective operation at all times outside **Business Hours**.

Excess

This Section does not cover the amount of the **Excess** as specified in the Schedule being the first part of each and every claim for **Damage** caused by any of The Perils numbered 6 to 13 inclusive but in respect of Peril number 11 the Excess shall only apply to claims for **Damage** caused by impact by vehicles or animals under the control of **The Insured**.

Average

Each item of property insured by this Section is similarly but separately subject to Average as defined in the General Definitions.

Index Linking

The sums Insured in respect of **Buildings Tenants' Improvements Plant Machinery Trade Fixtures Stock in Trade and Rent** are subject to **Index Linking** as defined in the General Definitions.

Exclusions

The Company shall not be liable under this Section for:

1. loss of market loss of use monetary devaluation or any other consequential loss (other than loss of a) **Rent** when insured as an item under this Section)
2. property let out on hire
3. loss resulting from **the Insured** voluntarily parting with title or possession of any property if induced to do so by deception
4. **Damage** to any part of any electrical plant or apparatus directly caused by breakdown, leakage of electricity or excessive pressure therein or by its own short circuiting or overrunning but **Damage** to any other part of such plant or apparatus or to other property insured by the spread of fire therefrom is not excluded
5. showcases automatic or vending machines or their contents situate outside the Buildings of **The Premises** unless specifically mentioned in the Schedule

Section 2 – Business Interruption

If **Damage** by any of the Perils insured under Section 1 or by Explosion (as defined in Clause 10 of this Section) occurs to property used by **The Insured** at **The Premises** for the purposes of **The Business** and causes interruption to or interference with **The Business** at **The Premises** or if **The Insured** is unable to trace or establish **Outstanding Debit Balances** in whole or in part due to them as a result of **The Insured's** books of account or other business books or records at **The Premises** suffering **Damage**

Then **The Company** will pay to **The Insured** (subject to the provisions of the insurance) the amount of loss resulting from such interruption interference or **Damage** in accordance with the basis of cover shown in the Schedule and described below

Provided that payment shall have been made or liability admitted for the **Damage** under an insurance covering the interest of the Insured in the property or payment would have been made or liability admitted for the **Damage** but for the operation of a proviso in the insurance excluding liability for losses below a specified amount

And that the liability of **The Company** shall in no case exceed

1. 133.33% of the **Estimated Gross Profit** or **Estimated Gross Revenue** or **Estimated Gross Rentals** shown in the Schedule and
2. 100.00% of the Sum Insured shown in the Schedule for **Increase in Cost of Working**, **Outstanding Debit Balances** or any other Item insured hereunder.

Definitions

Note: To the extent that **The Insured** is accountable to the tax authorities for Value Added Tax all terms of this Section shall be exclusive of such tax.

Gross Profit

The amount by which;

- a) the sum of the **Turnover** and the amounts of the closing stock and work in progress shall exceed
- b) the sum of the amounts of the opening stock and work in progress and the amount of the **Uninsured Working Expenses**

N.B. For the purpose of this Definition the amounts of the opening and closing stocks and work in progress shall be arrived at in accordance with **The Insured's** usual accounting methods due provision being made for depreciation.

Uninsured Working Expenses

1. Purchases (net of discounts)
2. Bad debts
3. Packaging carriage and freight
4. Discounts allowed

Estimated Gross Profit

The amount declared by **The Insured** to **The Company** as representing not less than the **Gross Profit** which it is anticipated will be earned by **The Business** during the financial year most nearly concurrent with the Period of Insurance (or a proportionately increased multiple thereof where the **Maximum Indemnity Period** exceeds twelve months).

Turnover

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

Gross Revenue

The money paid or payable to **The Insured** as fees for services rendered in the course of **The Business** at **The Premises**.

Estimated Gross Revenue

The amount declared by **The Insured** to **The Company** as representing not less than the **Gross Revenue** which it is anticipated will be earned by **The Business** during the financial year most nearly concurrent with the Period of Insurance (or a proportionately increased multiple thereof where the Maximum **Indemnity Period** exceeds 12 months).

Gross Rentals

The money paid or payable to **The Insured** by tenants in respect of accommodation and services provided at **The Premises**.

Estimated Gross Rentals

The amount declared by **The Insured** to **The Company** as representing not less than the **Gross Rentals** which it is anticipated will be earned by **The Business** during the financial year most nearly concurrent with the Period of Insurance (or a proportionately increased multiple thereof where the Maximum **Indemnity Period** exceeds 12 months).

Indemnity Period

The period beginning with the occurrence of the **Damage** and ending when the results of **The Business** shall cease to be affected by the **Damage** but not exceeding the Maximum **Indemnity Period** being the number of months stated in the Schedule.

Rate of Gross Profit

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

Standard Turnover

The **Turnover** during that period in the 12 months immediately before the date of the **Damage** which corresponds with the **Indemnity Period**.

Standard Gross Revenue

The **Gross Revenue** during the period in the 12 months immediately before the date of the **Damage** which corresponds with the **Indemnity Period**.

Standard Gross Rentals

The **Gross Rentals** during the period in the 12 months immediately before the date of the **Damage** which corresponds with the **Indemnity Period**.

Note: To the **Rate of Gross Profit Standard Turnover** and **Standard Gross Revenue** adjustments shall be made as may be necessary to provide for the trend of **The Business** and for variations in or special circumstances affecting the Business either before or after the **Damage** which would have affected the Business had the **Damage** not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the **Damage** would have been obtained during the relative period after the **Damage**.

Outstanding Debit Balances

The total last recorded by **The Insured** under the provisions of the Monthly Records Clause adjusted for:

- a) bad debts
- b) amounts debited (or invoiced but not debited) and credited (including credit notes and cash not passed through the books at the time of the **Damage**) to Customers Accounts in the period between the date to which said last record relates and the date of the **Damage** and
- c) any abnormal condition of trade which had or could have had a material effect on the Business so that the figures thus adjusted shall represent as nearly as reasonably practicable those which would have obtained at the date of the **Damage** had the **Damage** not occurred.

Customers Accounts

The Insured's accounts of all customers who are trading with **The Insured** on a credit or hire purchase basis.

Basis of Cover

Estimated Gross Profit (Declaration Linked Basis)

The insurance in respect of **Estimated Gross Profit** is limited to **Loss of Gross Profit** due to (a) REDUCTION IN **TURNOVER** and (b) INCREASE IN COST OF WORKING and the amount payable as indemnity thereunder shall be:

- a) In respect of REDUCTION IN **TURNOVER**: the sum produced by applying the **Rate of Gross Profit** to the amount by which the **Turnover** during the **Indemnity Period** shall in consequence of the **Damage** fall short of the **Standard Turnover**
- b) In respect of **INCREASE IN COST OF WORKING**: the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in **Turnover** which but for that expenditure would have taken place during the **Indemnity Period** in consequence of the **Damage** but not exceeding the sum produced by applying the **Rate of Gross Profit** to the amount of the reduction thereby avoided

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

Estimated Gross Revenue (Declaration Linked Basis)

The insurance in respect of **Estimated Gross Revenue** is limited to **Loss of Gross Revenue** due to (a) REDUCTION IN **GROSS REVENUE** and (b) **INCREASE IN COST OF WORKING** and the amount payable as indemnity thereunder shall be:

- a) In respect of REDUCTION IN **GROSS REVENUE**: the amount by which the **Gross Revenue** during the **Indemnity Period** shall in consequence of the **Damage** fall short of the **Standard Gross Revenue**
- b) In respect of **INCREASE IN COST OF WORKING**: the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in **Gross Revenue** which but for that expenditure would have taken place during the **Indemnity Period** in consequence of the **Damage** but not exceeding the amount of the reduction thereby avoided

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

Estimated Gross Rentals (Declaration Linked Basis)

The insurance in respect of **Estimated Gross Rentals** is limited to **Loss of Gross Rentals** due to (a) LOSS OF **GROSS RENTALS** and (b) **INCREASE IN COST OF WORKING** and the amount payable as

indemnity there under shall be:

- a) In respect of **LOSS OF GROSS RENTALS**: the amount by which the **Gross Rentals** during the **Indemnity Period** shall in consequence of the **Damage** fall short of the **Standard Gross Rentals**
- b) In respect of **INCREASE IN COST OF WORKING**: the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in **Gross rentals** which but for that expenditure would have taken place during the **Indemnity Period** in consequence of the **Damage** but not exceeding the amount of the reduction thereby avoided

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

Increase in Cost of Working

The insurance in respect of **Increase in Cost of Working** (where insured as a separate item) is limited to the additional expenditure reasonably incurred in order to minimise any interruption or interference with **The Business** during the **Indemnity Period**.

Cost of Document Replacement

The insurance under this item is limited to legal clerical and other charges necessarily incurred in consequence of the **Damage** in the replacement or restoration of deeds and other documents (including stamps thereon) manuscripts plans specifications and writings of every description and books (written and printed) books of account card indexes and other business records including such property if and in so far as it is not otherwise insured whilst temporarily at premises not in the occupation of **The Insured** or whilst in transit all in Great Britain or Northern Ireland.

Outstanding Debit Balances

The insurance in respect of **Outstanding Debit Balances** is limited to loss sustained by **The Insured** directly due to the **Damage** and the amount payable in respect of any one incident shall not exceed

- a) the difference between
 - i. the **Outstanding Debit Balances** and
 - ii. the total of the amounts received or traced in respect thereof
- b) the additional expenditure incurred with the previous consent of **The Company** in tracing and establishing customers' debit balances after the **Damage**

Provided that if the Sum Insured be less than the **Outstanding Debit Balances** the amount payable shall be proportionately reduced.

Professional Accountants Charges

Where insurance is arranged on **Estimated Gross Profit Gross Revenue** or **Gross Rentals** or **Outstanding Debit Balances** the **Company** will also pay to the Insured the reasonable charges payable by **The Insured** to their **professional accountants** for producing any particulars or details contained in **The Insured's** books of account or other business books or documents or such other proofs information or evidence as may be required by **The Company** and reporting that such particulars or details are in accordance with **The Insured's** books of account or other business books or documents provided that **The Company's** liability shall not exceed in total the Sum Insured for **Estimated Gross Profit Gross Revenue** or **Gross Rentals** or **Outstanding Debit Balances** (whichever is applicable) shown in the Schedule

Condition Precedent (applicable to Outstanding Debit Balances only)

It is a **Condition Precedent** that **The Insured's** books of account or other business books or records in which Customers Accounts are shown shall be kept in fire resisting cabinets when not in use.

Index Linking

The Sums Insured in respect of **Estimated Gross Profit Gross Revenue** or **Gross Rentals** and **Outstanding Debit Balances** are subject to **Index Linking** as defined in the General Definitions.

Clauses

1. Departmental

If **The Business** be conducted in departments the independent trading results of which are ascertainable the provisions of Clauses (a) and (b) of the **Estimated Gross Profit Gross Revenue** or **Gross Rentals** items shall apply separately to each department affected by the **Damage**.

2. Payments on Account

Payments on account will be made to **The Insured** during the **Indemnity Period** if desired.

3. Accumulated Stocks

In adjusting any loss account shall be taken and an equitable allowance made if any shortage in **Turnover** due to the **Damage** is postponed by reason of the **Turnover** being temporarily maintained from accumulated stocks of raw materials work in progress or finished goods at **The Premises** or elsewhere.

4. Renewal Clause (applicable to Estimated Gross Profit Estimated Gross Revenue or Estimated Gross Rentals)

The Insured shall prior to each renewal furnish **The Company** with the **Estimated Gross Profit Estimated Gross Revenue** or **Estimated Gross Rentals** for the financial year most nearly concurrent with the ensuing year of insurance.

5. Standing Charges (applicable to Estimated Gross Profit)

If any of the standing charges of **the Business** be not insured by this Section (having been deducted in arriving at the **Gross Profit** as defined herein) then in computing the amount recoverable hereunder as increase in cost of working that proportion only of any additional expenditure shall be brought into account which the **Gross Profit** bears to the sum of the **Gross Profit** and the uninsured standing charges.

6. Premium Adjustment Clause (applicable to Estimated Gross Profit Gross Revenue or Gross Rentals)

The first and annual premiums in respect of **Estimated Gross Profit Gross Revenue** or **Gross Rentals** are provisional and are based on the Estimated Sum Insured shown.

The Insured shall furnish to **The Company** not later than six months after the expiry of each Period of Insurance a declaration confirmed by the Insured's auditors of the **Gross Profit Gross Revenue** or **Gross Rentals** earned during the financial year most nearly concurrent with the Period of Insurance.

If any **Damage** shall have occurred giving rise to a claim for loss of **Gross Profit Gross Revenue** or **Gross Rentals** the above-mentioned declaration shall be increased by **The Company** for the purpose of premium adjustment by the amount by which the **Gross Profit Gross Revenue** or **Gross Rentals** was reduced during the financial year solely in consequence of the **Damage**.

If the declaration (adjusted as provided above and proportionately increased where the Maximum **Indemnity Period** exceeds 12 months)

- a) is less than the **Estimated Gross Profit Gross Revenue** or **Gross Rentals** for the relative Period of Insurance **The Company** will allow a pro rata return of the premium paid but not exceeding one half of such premium
- b) is greater than the **Estimated Gross Profit Gross Revenue** or **Gross Rentals** for the relative Period of Insurance **The Insured** shall pay a pro rata addition to the premium paid.

7. Monthly Records (applicable to Outstanding Debit Balances)

The Insured shall at the end of each month record the total amount of debit balances outstanding as set out in Customers Accounts at that date and such record shall be kept at a place other than **The Insured's** own premises.

If the recorded amount exceeds the Sum Insured applicable at the date of such record then for the purposes of this Clause only **The Insured** shall be deemed to have recorded such Sum Insured.

8. Reinstatement of Losses

Unless written notice to the contrary be given by either **The Company** or **The Insured** the insurance by this Section shall not be reduced by the amount of any loss and **The Insured** shall pay the appropriate extra premium on the amount of the loss from the date thereof to the date of expiry of the Period of Insurance.

9. Alternative Trading

If during the **Indemnity Period** goods shall be sold or services shall be rendered elsewhere than at **The Premises** for the benefit of **The Business** either by **The Insured** or by others on their behalf the money paid or payable in respect of such sales or services shall be brought into account in arriving at the **Turnover** during the **Indemnity Period**.

10. Explosion

For the purposes of this Section The Peril Explosion shall be restated as follows:

Explosion

- a) of boilers or of gas used for domestic purposes only but excluding **Damage** caused by earthquake or subterranean fire
- b) otherwise but excluding **Damage** caused by the bursting by steam pressure of any vessel machine or apparatus (not being a boiler or economiser on the Premises) in which internal pressure is due to steam only and belonging to or under the control of **The Insured**.

11. Professional Accountants

Any particulars or details contained in **The Insured's** books of account or other business books or documents which may be required by **The Company** under Claims Conditions 1 c) for the purpose of investigating or verifying any claim hereunder may be produced by professional accountants if at the time they are regularly acting as such for **The Insured** and their report shall be prima facie evidence of the particulars and details to which such report relates.

The Company will pay to **The Insured** the reasonable charges payable by **The Insured** to their professional accountants for producing such particulars or details or any other proofs information or evidence as may be required by **The Company** under Claims Conditions 1 c) and reporting that such particulars or details are in accordance with the Insured's books or documents provided that the sum of the amount payable under this clause and the amount otherwise payable under the Section shall in no case exceed the limit of indemnity.

Extensions

A. Any loss in respect of **Estimated Gross Profit** or **Gross Revenue** as insured by this Section resulting from interruption to or interference with **The Business** in consequence of **Damage** at the undernoted situations or to property as undernoted shall be deemed to be loss resulting from **Damage** to property used by **The Insured** at **The Premises**:

A. Unspecified Suppliers

The premises of **The Insured's** supplier's manufacturers or processors of components goods or materials but excluding the premises of any supply undertaking from which **The Insured** obtains electricity gas water or telecommunications services, all in Great Britain or Northern Ireland

B. Unspecified Customers

The Premises of any of **The Insured's** customers in Great Britain or Northern Ireland provided that for the purposes of this Extension the term "customers" means those companies organisations or individuals with whom at the time of the **Damage** **The Insured** has contracts or trading relationships to supply goods or services

C. Storage Sites

Any premises in Great Britain or Northern Ireland not in the occupation of **The Insured** where property of **The Insured** is stored

D. Property in Transit

Property whilst in transit in Great Britain or Northern Ireland

E. Contract Sites

Any situation in Great Britain or Northern Ireland where **The Insured** is carrying out a contract

Extensions Continued...

F. Public Utilities

Property at any:

- a) generating station or sub-station of any public electricity supply undertaking
- b) land based premises of any public gas supply undertaking or of any natural gas producer linked directly therewith
- c) water works or pumping station of any public water supply undertaking
- d) land based premises of any public telecommunications undertaking from which the Insured obtains electricity gas water or telecommunications services all in Great Britain or Northern Ireland

G. Denial of Access

Property in the vicinity of **the Premises** preventing or hindering access to or use of such Premises whether **The Premises** or property of **The Insured** therein shall be damaged or not but excluding the property of any supply undertaking from which **The Insured** obtains electricity gas water or telecommunications services

Provided that after the application of all the terms conditions and provisions of the Policy **The Company's** liability shall not exceed

- a) in respect of Extensions A to F the greater of
 - i. the limit stated in the schedule against Extensions A to F or
 - ii. the limit stated in the Schedule against a specific Extension, being the lesser of
 - a. the stated percentage limit of the **Estimated Gross Profit** or **Estimated Gross Revenue** limit of liability
 - Or
 - b. the stated monetary limit
- b) in respect of Extension G the **Estimated Gross Profit** or **Estimated Gross Revenue** limit of liability.

Public Utilities Terminal Ends

This Section extends to include interruption or interference with **The Business** caused by **Damage** as defined in this Section giving rise to destruction or **damage** due to the accidental failure of

- i. the public supply of electricity at the terminal ends of the supply undertaking's service feeders at **The Premises**
- ii. the public supply of gas at the supply undertaking's meters at **The Premises**
- iii. the public supply of water at the supply undertaking's main top cock serving **The Premises** (other than by drought)
- iv. the public supply of telecommunications services (other than satellite services) at the incoming line terminals or receivers at **The Premises** in Great Britain or Northern Ireland but excluding
 - a) any failure which does not involve a cessation of supply or at least twelve hours
 - b) loss resulting from any failure caused by
 - i. the deliberate act of any supply undertaking or by the exercise by any such undertaking of its power to withhold or restrict supply or services

- ii. strikes or any labour or trade dispute
- iii. atmospheric or weather conditions but this shall not exclude failure due to damage to equipment caused by such conditions

Provided that the liability of **The Company** under this Extension shall not exceed £100,000 in any one Period of Insurance

Bomb Hoax

This Section extends to include loss resulting from the presence of an actual or suspected incendiary or explosive device or a state of siege or terrorist activity within or in the vicinity of **The Premises** leading to closure or restriction on the use of or access to **The Premises** on the order request or advice of the Police or other competent authority. Excluding any incident which does not last for at least eight hours

Provided that the liability of **The Company** under this Extension shall not exceed £25,000 in any one Period of Insurance.

Essential Employees

We shall indemnify **You** for any loss covered by this section resulting from interruption of or interference with the business as a result of the loss of an **Employee** from **Your** service as a result of such **Employee** winning on the National lottery, Premium Bonds or Football Pools

We will not indemnify **You** in respect of any **Employee**

- a) Where the win is below £100,000
- b) Who have been employed for a period of less than 12 months
- c) Who have served notice or been served with notice of termination of their employment
- d) Who have been absent from work through sickness, disability or suspension for a period exceeding 4 weeks at the time of their win

Our liability will not exceed £20,000 in any one period of insurance.

Murder, Suicide or Disease

The Company shall indemnify the Insured in respect of interruption of or interference with **The Business** conducted by **You** at **The Premises** as a result of

1. the occurrence of any of the following specified human infectious or human contagious diseases
 - I. Acute Encephalitis
 - II. Acute Poliomyelitis
 - III. Anthrax
 - IV. Chicken Pox
 - V. Cholera
 - VI. Diphtheria
 - VII. Dysentery
 - VIII. Legionellosis
 - IX. Legionnaires Disease
 - X. Leprosy
 - XI. Leptospirosis
 - XII. Malaria
 - XIII. Measles
 - XIV. Meningococcal Infection
 - XV. Mumps
 - XVI. Ophthalmia Neonatorum

- XVII. Paratyphoid fever
- XVIII. Plague
- XIX. Rabies
- XX. Rubella
- XXI. Scarlet Fever
- XXII. Smallpox
- XXIII. Tetanus
- XXIV. Tuberculosis
- XXV. Typhoid Fever
- XXVI. Viral Hepatitis
- XXVII. Whooping Cough
- XXVIII. Yellow Fever

manifested by any person whilst at **The Premises** or within a 25 mile radius of it

- 2. murder or suicide at **The Premises**
- 3. injury or illness sustained by any person arising from or traceable to foreign or injurious matter in food or drink provided at **The premises**
- 4. the discovery of vermin or pests in the building(s) that prevents the use of or part use of the building(s) by order of the public authority
- 5. the closing of the whole or part of **The Premises** by order of the public authority as a result of a defect in the drains or other sanitary arrangements at **The Premises**.

This cover will only apply for the period starting with the occurrence of the loss and ending after 12 weeks, during which time the results of **The Business** are affected.

We will not cover any costs incurred in the cleaning, repair, replacement, recall or checking of the property insured.

Key Man Cover

We shall indemnify **You** for any loss covered by this section resulting from interruption of or interference with **The Business** as a result of

- 1. death of a principal director or partner
- 2. permanent total disablement arising out of bodily injury which in the opinion of an independent medical officer will in all likelihood prevent the principal director or partner from carrying out their usual employment or usual occupation for the remainder of their life.

The cover will only apply from the date of the death or permanent total disablement of the principal director or partner and end 12 weeks after this date.

Our liability will not exceed £20,000 in any one period of insurance.

Section 3 – Loss of Business Money

The Company will indemnify **The Insured** for accidental **Damage** by any cause not excluded to **Money** and **Non-negotiable Currency** as defined below in any of the Situations during the Period of Insurance

Provided that the liability of **The Company** shall in no case exceed the Maximum Amounts stated in the Schedule.

Definitions

Money

Cash bank and treasury notes cheques and girocheques (other than blank or partly completed cheques and girocheques) travellers cheques bills of exchange bankers drafts giro drafts postal orders money orders premium bonds current postage and revenue stamps trading stamps national insurance stamps (whether affixed to cards or otherwise) national savings and holiday with pay stamps gift tokens luncheon vouchers phone cards consumer redemption vouchers and travel tickets all belonging to the Insured or for which responsibility has been accepted by the Insured.

Non-Negotiable Currency

Crossed cheques crossed girocheques crossed bankers drafts crossed giro drafts crossed postal and crossed money orders national savings certificates premium bonds unexpired units in franking machines stamped national insurance cards credit card sales vouchers debit card sales vouchers VAT purchase invoices all belonging to the Insured or for which responsibility has been accepted by the Insured.

Situations

- a) **Transit/Contract Sites**
In transit in the custody of **The Insured** or any authorised person acting on behalf of **The Insured** or by registered post or at any of **The Insured's** contract sites while **The Insured's Employees** are working at such sites.
- b) **Bank Night Safe**
In a bank night safe.
- c) **Premises During Business Hours**
In **The Premises** during **Business Hours**.
- d) **Premises Outside Business Hours In Safe**
In a locked safe (details of which are lodged with **The Company**) in an enclosed building at **The Premises** outside **Business Hours**.
- e) **Premises Outside Business Hours Not In Safe**
Not in a locked safe or locked till in an enclosed building at **The Premises** outside **Business Hours**.
- f) **Travellers/Collectors**
In the custody of travellers and collectors for a maximum period of 24 hours but not in private dwellings.
- g) **Private Dwellings**
In the private dwelling of **The Insured** or any authorised **Employee** of **The Insured**.
- h) **Non-negotiable Currency**

Non-negotiable Currency in any of the Situations described above

Extensions

The insurance provided by this Section extends to include the following:

1. **Damage to Safes**
Damage to
 - a) any safe strongroom or franking machine
 - b) any container or waistcoat whilst being used for carrying **Money** resulting from theft or attempted theft of **Money** up to an amount not exceeding the cost of repair or replacement
2. **Damage to Clothing**
Damage to clothing and personal effects belonging to **The Insured** or any partner director or **Employee** of **The Insured** resulting from theft or attempted theft of **Money** up to an amount not exceeding £500 any one person.
3. **Credit Cards**
The Company will indemnify **The Insured** for any amount for which **The Insured** becomes liable under the terms of issue of any bank charge credit debit or cash card used only in connection with the Business following fraudulent use by any unauthorised person. The liability of **The Company** shall not exceed £500 during any one Period of Insurance.

Provided that the Insured reports the loss to the issuing company immediately and to the police within 24 hours of discovering the loss and has complied with the conditions of issue of the card.

Conditions Precedent

It is a **Condition Precedent** that under this section Money:

1. **Money Records**
a complete record of all **Money** and **Non-negotiable Currency** on **the Premises** be kept in a secure place other than in any safe or other receptacle containing the **Money** and **Non-negotiable Currency**
2. **Safe Keys Under this se**
safe keys be removed from **The Premises** outside **Business Hours**
3. **Safes**
details of the safes used for containing **Money** be lodged with **The Company**
4. **Transit Limits**
Money (other than **Non-Negotiable Currency**) in transit be accompanied by the following numbers of persons between the ages of 18 and 65:

Amount of Money in transit at any one time	Accompaniment requirement
a) Up to £3,000	a) 1 person
b) £3,001 to £6,000	b) 2 persons
c) £6,001 to £9,000	c) 3 persons
d) Over£9,000	d) Approved Security Company

5. **Theft Protections**
all fastenings and protections on **The Premises** at the commencement of this Insurance and all additional fastenings and protections which have been stipulated by **The Company** shall be maintained during the currency of this insurance and put into full and effective operation at all times outside **Business Hours**

Special Conditions

1. Endorsement B (Intruder Alarm Clause) if operative under Section 1 of this Policy is operative in like manner under this Section.
2. **The Insured** shall take all reasonable care in the selection and supervision of **Employees**

Exclusions

The Company shall not be liable under this Section for loss:

1. arising from fraud or dishonesty of any partner director or **Employee** of **The Insured** and not discovered within fourteen working days of the occurrence of the loss
2. insured by a fidelity guarantee insurance except for any excess beyond the amount recoverable thereunder
3. from unattended motor vehicles
4. arising from the use of any form of payment which proves to be counterfeit false fraudulent invalid uncollectable or irrecoverable for any reason
5. occurring outside the United Kingdom or the Republic of Ireland
6. due to errors omissions depreciation in value loss of market or consequential loss of any kind.

PERSONAL ACCIDENT (ASSAULT)

In the event of **Injury** to any **Insured Person** whilst engaged on their occupation in the Business which within twenty-four months is the sole cause of any of the Results detailed below **The Company** will pay the Benefits stated in the Schedule to **The Insured** or their legal representative.

Definitions

Insured Person

The Insured or any partner director or **Employee** of **The Insured** aged not less than 16 years, not more than 75 years.

Loss of Limbs

Physical separation of one or more hands or feet or permanent and total loss of use of one or more hands or feet.

Loss of Sight

Total and irrecoverable loss of sight in one or both eyes.

Permanent Total Disablement

Permanent disablement rendering the **Insured Person** unable to attend to their usual occupation not being disablement following Loss of Limbs or Loss of Sight.

Temporary Total Disablement

Temporary disablement rendering the **Insured Person** unable to attend to their usual occupation.

Temporary Partial Disablement

Temporary disablement rendering the **Insured Person** unable to attend to a substantial and essential part of their usual occupation.

Medical Expenses

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

Injury:

Accidental bodily injury caused solely and directly by violence occurring during theft or attempted theft of **Money** or **Non-negotiable Currency** at any of the Situations described in Section 3 or of other property from **The Premises** during **Business Hours**.

The Results

1. Death which shall not be presumed by the disappearance of the **Insured Person**
2. Loss of Limbs and/or Loss of Sight
3. Permanent Total Disablement
4. Temporary Total Disablement
5. Temporary Partial Disablement
6. Incurred Medical Expenses

N.B. The following Benefit limitations apply:

- a) No further Benefit shall be payable to the same **Insured Person** after payment of any Benefit under Results 2 or 3.
- b) Benefit under Result 3 is not payable before 104 weeks from the date of **Injury** nor following a payment of Benefit under Result 2.
- c) Any Benefit paid under Result 4 shall be deducted from any Benefit thereafter becoming payable under Results 1, 2 or 3.
- d) Benefit under Results 4 or 5 or any combination thereof is payable for a maximum of 104 weeks from the date of commencement of the first of these Results to occur.
- e) Benefit under Result 5 is payable at a rate of 25% of the amount payable as Benefit under Result 4.
- f) Benefit under Result 6 shall be reimbursement up to a sum of £500.

Special Conditions

1. In the event of death **The Company** shall be entitled to have a post-mortem Examination at its own expense.
2. In the event of disablement the **Insured Person** must immediately place himself under the care of a qualified medical practitioner and as often as may be required submit to medical examination at **The Company's** expense.
3. Benefit under Results 4 and 5 shall be payable when the total amount has been agreed or at the request of **The Insured** at intervals of not less than four weeks (but not in advance) commencing four weeks after receipt of written notice of any **Injury by The Company**.
4. All certificates information and evidence required by **The Company** shall be furnished at the expense of the claimant under this Section and shall be in such form and of such nature as **The Company** shall prescribe.

Exclusion

The Company shall not be liable under this Section in respect of any death or disablement attributable to or accelerated by pregnancy or pre-existing physical or mental condition.

Section 4, 5 & 6

Employers Liability, Public Liability & Products Liability

1. **The Company** will subject to the Indemnity Limits stated in Sections 4, 5 and 6 indemnify **the Insured** against:
 - a) all sums which **The Insured** shall become legally liable to pay as damages (including interest thereon)
and
 - b) claimants' costs and expenses in respect of the Occurrences stated in Sections 4, 5 and 6
2. all costs and expenses incurred by **The Insured** with **The Company's** written consent in defending any claim
3. the solicitor's fees incurred with **The Company's written** consent for representation at proceedings in any court of summary jurisdiction in respect of any alleged act causing or relating to any Occurrence which may be the subject of indemnity under these Sections or at any coroner's inquest or fatal accident inquiry.

Definitions

Property

Material property.

Territorial Limits

Anywhere in the world excluding in regard to Sections 5 and 6 any premises occupied or owned by **The Insured** which are not mentioned in the Schedule.

Craft

Any vessel or craft made or intended to float on or in or travel through water air or space.

Products Supplied

Any goods (including their containers packaging labelling and instructions for use) manufactured sold supplied hired out repaired renovated serviced altered erected installed or treated by the Insured in connection with the Business and no longer in the charge or control of **The Insured**.

Pollution or Contamination

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

Interpretations

The Insured -shall include

- a) personal representatives of **The Insured** in the event of the death of **The Insured** but only in respect of liability incurred by **The Insured**
- b) if **The Insured** so requests:
 - i. any director partner or **Employee** of **The Insured** while acting in connection with **The Business** provided that **The Insured** would have been entitled to indemnity under the respective Section if the claim had been made against **The Insured**
 - ii. any officer or member of **The Insured's** canteen sports social or welfare organizations and fire
- c) security first aid medical and ambulance services in his/her respective capacity as such Provided that such persons shall observe fulfill and be subject to the terms conditions Exclusions and limits of each Section in so far as they can apply.

The Business - shall include

- a) the ownership repair maintenance and decoration of **The Premises**
- b) private work undertaken by any **Employee** of **The Insured** for the Insured or with **The Insured's** consent for any director partner or other **Employee** of **The Insured**
- c) the provision and management of canteen sports social and welfare organisations for the benefit of **Employees** and fire security first aid medical and ambulance services.

Bodily Injury

Shall include death disease illness mental injury mental anguish or nervous shock.

Special Conditions

1. Costs Inclusive in U.S.A. and Canada

Where indemnity is provided by Sections 5 and/or 6 for liability in respect of Occurrences in the United States of America or Canada or their dependencies or trust territories the Indemnity Limit stated in the Schedule shall be the maximum amount payable by **The Company** inclusive of all costs and expenses.

2. Contractual Liability

In so far as concerns liability assumed by **The Insured** under agreement which would not have attached in the absence of such agreement Sections 4 and 5 will only apply if **The Company** retains sole conduct and control of any claim.

Section 6 will not apply to liability assumed by **The Insured** under agreement other than under any condition or **Conditions Precedent** of goods implied by law unless such liability would have attached in the absence of such agreement.

3. Jurisdiction

The indemnity provided by Sections 4, 5 and 6 will not apply to any action for damages brought against **The Insured** in any court outside the European Union.

Section 4 Employers Liability

Occurrence

Bodily Injury caused to any **Employee** of **The Insured** occurring anywhere in the **Territorial Limits** during the Period of Insurance and arising out of and in the course of employment or engagement of such person by **The Insured** in **The Business**.

Indemnity Limit

The Company's liability (inclusive of all costs and expenses payable) under this Section in respect of any one Occurrence or series of Occurrences arising out of any one original cause shall not exceed the Indemnity Limit stated in the Schedule.

Special Conditions

1. The indemnity provided by this Section is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to **Employees** in Great Britain Northern Ireland the Channel Islands and the Isle of Man but **The Insured** shall repay to **The Company** all sums paid by **The Company** which **The Company** would not have been liable to pay but for the provisions of such law.
2. If this Policy or Section is cancelled any certificate of Employers' Liability insurance is similarly cancelled from the same date.

Extensions

A. Court Attendance Cost

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

any director or partner of the Insured	£250
any Employee	£150

B. Health and Safety at Work etc. Act 1974

The Company will indemnify **The Insured** and at **The Insured's** request any director or partner of **The Insured** or any **Employee** against legal costs and expenses incurred in defending prosecutions for a breach of the Health and Safety at Work etc. Act 1974 or similar legislation in Northern Ireland the Channel Islands or the Isle of Man committed or alleged to have been committed in the course of **The Business** during the Period of Insurance. **The Company** will also pay the costs incurred with its written consent in appealing against any judgment given

Provided that this indemnity shall not apply to the payment of fines or penalties.

C. Unsatisfied Court Judgments

In the event of a judgment for damages being obtained by any **Employee** or the personal representatives of any **Employee** in respect of **Bodily Injury** caused to the **Employee** during any Period of Insurance and occurring in connection with **the Business** against any person or company operating from premises in Great Britain Northern Ireland the Channel Islands or the Isle of Man in any court situate in these territories and remaining unsatisfied in whole or in part six months after the date of such judgment **The Company** will at **The Insured's** request pay to the **Employee** or the personal representatives of the **Employee** the amount of such damages and any awarded costs to the extent that they remain unsatisfied

Provided that:

- a) there is no appeal outstanding
- b) if any payment is made under the terms of this Extension the **Employee** or the personal representatives of the **Employee** shall assign the judgment to **The Company**.

D. Additional Business Activities

The cover under this Section includes the following activities of **The Business**

1. the management and upkeep of **Your** premises and land at the same address
2. providing and managing facilities primarily used for fire prevention, safety or security at **Your** premises
3. private work completed with **Your** prior consent by an employed person for **Your** directors, partners or officers
4. the sale or disposal of business assets

E. Indemnity to Principals

The Company will at the request of **The Insured** indemnify any principal to the extent required by the contract between **The Insured** and the principal in respect of liability arising from the performance of work by the Insured for such principal

Provided that:

- a) **The Company** shall retain sole conduct and control of any claim
- b) the principal shall observe fulfill and be subject to the terms conditions Exclusions and limits of this Section in so far as they can apply.

F. Additional Persons

- a) In the event of the death of any person entitled to indemnity under this Section **The Company** will indemnify in the terms of this Section the deceased's legal personal representatives but only in respect of liability incurred by such deceased person
- b) At the request of **The Insured The Company** will indemnify in the terms of this Section
 - i. Any principal in respect of liability arising out of the performance by **The Insured** of any agreement entered into by **The insured** with the principle to the extent required by such agreement
 - ii. Any director of **The Insured** or **Employee** in respect of liability arising in connection with **The Business**

provided that **The Insured** would have been entitled to indemnity under this Section if the claim had been made against **The Insured**

- iii. Any officer, committee or member of **the Insured's** canteen, sports, social or welfare organisation's fire security first aid medical or ambulance services in their respective capacities as such
- iv. Any director or senior official of **The Insured** in respect of private work undertaken by any **Employee** for such director or senior official

Provided that

- a) Each person shall as though he were **The Insured** observe fulfil and be subject to the terms of this Section insofar as they can apply
- b) **The Company** shall retain the sole conduct and control of all claims

Exclusions

The Company shall not be liable under this Section in respect of **Bodily Injury**

1. caused to any **Employee** (other than the driver) being carried in or upon a vehicle or entering or getting onto or alighting from a vehicle where such **Bodily Injury** is caused by or arises out of the use by the Insured of a vehicle on a road. For the purpose of this Exclusion the expressions "vehicle", "use" and "road" shall have the same meanings as in Part VI of the Road Traffic Act 1988
2. caused to any **Employee** ordinarily resident outside Great Britain Northern Ireland the Channel Islands and the Isle of Man
3. arising in connection with any visits to or work on any offshore rig or platform. A visit to or work on any offshore rig or platform shall be deemed to commence at the time of embarkation onto a conveyance at the point of final departure to such rig or platform and continue until the time of disembarkation from a conveyance onto land on return from an offshore rig or platform.

Section 5 – Public Liability

Occurrences

1. Accidental Bodily **Injury** to any person
2. accidental **Damage** to Property
3. obstruction trespass nuisance or interference with any easement of air light water or way
4. wrongful arrest detention imprisonment or eviction of any person malicious prosecution or invasion of the right of privacy

occurring within the **Territorial Limits** during the Period of Insurance and happening in connection with **The Business**.

Indemnity Limit

The Company's liability under this Section for all damages (including interest thereon) payable in respect of any one **Occurrence** or series of **Occurrences** arising out of any one event shall not exceed the **Indemnity Limit** stated in the Schedule.

Excesses

The Company shall not be liable for the first amount of each and every claim under this Section in respect of the following **Damage** occurring elsewhere than at **The Premises**:

- a. **Damage** to Property other than as described in paragraphs (b) and (c) below
- b. **Damage** to Property arising out of the application of heat or the heating of bitumen or similar bituminous compounds
- c. **Damage** to underground pipes and cables

shown as **Excesses A**, Band C respectively in Section 5 of the Schedule.

Extensions

A. Court Attendance Cost

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

any director or partner of the Insured	£250
any Employee	£150

B. Health and Safety at Work etc. Act 1974

The Company will indemnify **The Insured** and at **The Insured's** request any director or partner of **The Insured** or any **Employee** against legal costs and expenses incurred in defending prosecutions for a breach of the Health and Safety at Work etc. Act 1974 or similar legislation in Northern Ireland the Channel Islands or the Isle of Man committed or alleged to have been committed in the course of **The Business** during the Period of Insurance. **The Company** will also pay the costs incurred with its written consent in appealing against any judgment given

Provided that this indemnity shall not apply to the payment of fines or penalties.

C. Indemnity to Principals

The Company will at the request of **The Insured** indemnify any principal to the extent required by the contract between **The Insured** and the principal in respect of liability arising from the performance of work by the Insured for such principal

Provided that:

- a) **The Company** shall retain sole conduct and control of any claim
- b) the principal shall observe fulfill and be subject to the terms conditions Exclusions and limits of this Section in so far as they can apply.

D. Additional Persons

- a) In the event of the death of any person entitled to indemnity under this Section **The Company** will indemnify in the terms of this Section the deceased's legal personal representatives but only in respect of liability incurred by such deceased person
- b) At the request of **The Insured**, **The Company** will indemnify in the terms of this Section
 - i. Any principal in respect of liability arising out of the performance by **The Insured** of any agreement entered into by **The insured** with the principle to the extent required by such agreement
 - ii. Any director of the Insured or **Employee** in respect of liability arising in connection with **The Business**

provided that **The Insured** would have been entitled to indemnity under this Section if the claim had been made against **The Insured**

- iii. Any officer, committee or member of **The Insured's** canteen, sports, social or welfare organisation's fire security first aid medical or ambulance services in their respective capacities as such
- iv. Any director or senior official of the Insured in respect of private work undertaken by any **Employee** for such director or senior official

Provided that

- a) Each person shall as though he were **The Insured** observe fulfil and be subject to the terms of this Section insofar as they can apply
- b) **The Company** shall retain the sole conduct and control of all claims

E. Defective Premises Act 1972

The Company will indemnify **the Insured** under Section 5 of this Policy in respect of liability incurred by **The Insured** under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with any business premises or land disposed of by **The Insured**

Provided that this Extension shall not apply to:

- a) the cost of rectifying any damage or defect in the premises or land disposed of
- b) liability for which **The Insured** is entitled to indemnity under any other policy

F. Leased or Rented Premises

Exclusion 4 of Section 5 shall not apply to liability for accidental Damage to any premises (including their fixtures and fittings) leased rented or hired to **The Insured**

Provided that **The Company** shall not be liable for **Damage** by any cause against which the lease or tenancy agreement stipulates that insurance shall be effected by the lessee or tenant.

G. Member to Member Liability

Section 5 is extended to indemnify any member of **The Insured's** sports or social organisations in respect of liability for accidental **Bodily Injury** or **Damage** to Property sustained by fellow members of such organisations while engaged in the activities of such organisations.

H. Motor Contingent Liability

Despite Exclusion 5 of Section 5 **The Company** will indemnify **The Insured** in respect of liability arising out of the use of any motor vehicle not belonging to or provided by **The Insured** and being used in the course of **The Business** anywhere in Great Britain Northern Ireland the Channel Islands or the Isle of Man

Provided that this indemnity shall not apply:

- a) in respect of **Damage** to the vehicle
- b) whilst the vehicle is being driven
 - i. by **The Insured**
 - ii. with the general consent of **The Insured** or a representative of **The Insured** by any person who to the knowledge of **The Insured** or such representative does not hold a licence to drive such vehicle unless such person has held and is not disqualified from holding or obtaining such a licence
 - iii. to liability which is insured or would but for the existence of Section 5 be insured under any other insurance.

I. Overseas Personal Liability

Section 5 is extended to indemnify **The Insured** and at **The Insured's** request any director or partner of **The Insured** or any **Employee** or any family member accompanying them while temporarily outside Great Britain Northern Ireland the Channel Islands or the Isle of Man in connection with **The Business** against legal liability as defined in this Section incurred in a personal capacity

Provided that this indemnity shall not apply:

- a) to liability arising out of the ownership or tenure of any land or building
- b) where indemnity is provided by any other insurance.

J. Additional Business Activities

The cover under this Section includes the following activities of **The Business**

1. the management and upkeep of **Your** premises and land at the same address
2. providing and managing facilities primarily used for fire prevention, safety or security at **Your** premises
3. private work completed with **Your** prior consent by an employed person for **Your** directors, partners or officers
4. the sale or disposal of business assets

K. Cross Liabilities

Where **The Insured** comprises more than one party **The Company** will treat each party as **The Insured** as if a separate Policy had been issued to each provided that nothing in this Extension will increase the liability of **The Company** beyond the amount for which **The Company** would have been liable had this Extension not applied.

L. Data Protection Act 1998

The Company will indemnify **The Insured** and at **The Insured's** request any director or partner of **The Insured** or any **Employee** against the sums which **The Insured** or any director or partner of **The Insured** or any **Employee** become(s) legally liable to pay as damages under Section 13 of the Data Protection Act 1998 for Damage or distress caused in connection with **The Business** during the Period of Insurance provided that **The Insured** is

- a) a registered user in accordance with the terms of the Act
- b) not in business as a computer bureau.

The total amount payable including all costs and expenses under this Extension in respect of all claims occurring during any one Period of Insurance is limited to £250,000.

The indemnity provided by this Extension shall not apply to:

- i. any **Damage** or distress caused by any deliberate act or omission by **The Insured** the result of which could reasonably have been expected by **The Insured** having regard to the nature and circumstances of such act or omission
- ii. any **Damage** or distress caused by any act of fraud or dishonesty
- iii. the costs and expenses of rectifying rewriting or erasing data
- iv. liability arising from the recording processing or provision of data for reward or to determine the financial status of any person
- v. the payment of fines or penalties.

M. Wrongful Arrest

The Company will indemnify **The Insured** in respect of legal costs and expenses incurred following charges of wrongful arrest false imprisonment or slander arising from an allegation by **The Insured** or an **Employee** of shoplifting or other improper conduct by any person (other than an **Employee**) at **The Premises** during the Period of Insurance where total amount of damages exceeds £100. **The Company** will also pay Legal Costs and Solicitors Fees and any Court awarded compensation. The liability of **The Company** under this extension shall not exceed £25,000 in any one Period of Insurance.

Exclusions

The Company shall not be liable under this Section in respect of:

1. the cost of replacing or making good faulty defective or incorrect
 - a) workmanship
 - b) materials goods or other property supplied installed or erected by or on behalf of **The Insured**
2. liability arising from advice design formula or specification provided by or on behalf of **The Insured** for a fee or in circumstances where a fee would normally be charged
3. liability for **Bodily Injury** caused to any **Employee** of **The Insured** arising out of and in the course of such person's employment or engagement by **The Insured** in the Business
4. liability for **Damage** to Property belonging to or in the charge or under the control of **The Insured** but this Exclusion shall not apply to directors' partners' **Employees**' or visitors' property or any premises (including contents) which are temporarily occupied by the Insured for the purpose of work in connection with **The Business** (not being buildings which are owned by or leased rented or hired to **The Insured**)
5. liability caused by or arising from the ownership possession or use by or on behalf of **The Insured** of any:
 - a) Craft other than hand propelled watercraft
 - b) mechanically propelled vehicle (or trailer attached thereto) licensed for road use other than by liability caused by or arising from:
 - i. the use of plant as a tool of trade on site or at **The Premises**
 - ii. the loading or unloading of such vehicle
 - iii. the movement of any such vehicle not the property of **The Insured** which is interfering with the performance of **The Business** but this indemnity shall not apply if in respect of such liability compulsory insurance or security is required under any legislation governing the use of the vehicle
6. liability arising out of **Products Supplied** other than:
 - a) food or drink sold or supplied for consumption by **The Insured's** directors partners **Employees** or visitors
 - b) the disposal of furniture and office equipment originally intended solely for use by **The Insured** in connection with **The Business** and which is no longer required for that purpose
7. liquidated damages fines or penalties
8. punitive exemplary or aggravated damages or any additional damages resulting from the multiplication of compensatory damages
9. all liability in respect of Pollution or Contamination other than that caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during any one Period of Insurance provided that
 - a) all **Pollution or Contamination** which arises out of any one incident shall be deemed to have occurred at the time such incident takes place
 - b) the liability of **The Company** for all damages (including interest thereon) payable in respect of all **Pollution or Contamination** which is deemed to have occurred during any one Period of Insurance shall not exceed in the aggregate the **Indemnity Limit** stated in Section 7 of the Schedule
 - c) this Exclusion does not apply to the United States of America and/or Canada and/or their dependencies or trust territories

10. all liability in respect of **Pollution or Contamination** occurring in the United States of America and/or Canada and/or their dependencies or trust territories

11. liability arising in connection with any visits to or work on any offshore rig or platform. A visit to or work on any offshore rig or platform shall be deemed to commence at the time of embarkation onto a conveyance at the point of final departure to such rig or platform and continue until the time of disembarkation from a conveyance onto land on return from an offshore rig or platform.

Use of Heat Condition

It is a condition precedent to the liability of **The Company** that the undernoted precautions shall be complied with whenever the following equipment is used anywhere other than on **The Insured's** premises;

a) **Blow Lamps or Blow Torches**

- i. The area in which the equipment is to be used is cleared of loose combustible material
- ii. lighted blow lamps or blow torches are continuously attended and extinguished immediately after use
- iii. blow lamps are filled only in the open
- iv. a suitable multi-purpose fire extinguisher is kept available for immediate use within close proximity of the area in which the equipment is to be used
- v. a thorough examination is made in and about the area in which the work has been undertaken immediately after each period of work and again between 30 and 60 minutes after termination of such work for the day.

b) **Welding or Flame Cutting Equipment**

- i. The area in which the equipment is to be used is cleared of loose combustible material
- ii. other combustible material including floors in the area in which the equipment is to be used is covered with overlapping sheets of incombustible material
- iii. lighted welding or flame cutting equipment is continuously attended and extinguished immediately after use
- iv. before applying heat to metal work built into or projecting through walls, partitions, ceilings or floors examination is made to ensure that the other side of the metal work is not in hazardous proximity to combustible material which may be ignited by direct or conducted heat
- v. a suitable multi-purpose fire extinguisher is kept available for immediate use within close proximity of the area in which the equipment is to be used
- vi. a thorough examination is made in and about the area in which the work has been undertaken including behind walls, partitions, ceilings or floors immediately after each period of work and again between 30 and 60 minutes after termination of such work for the day

c) **Vessels for Heating of Bitumen or Bituminous Compounds**

- i. Such vessels are continuously attended and used only in the open whilst heating is taking place
- ii. if used on a roof or within a building such vessels shall be placed on a flat surface of non-Combustible material.

Section 6 – Products Liability

Occurrences

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

occurring anywhere within the **Territorial Limits** during the Period of Insurance and caused by any **Products Supplied** in or from Great Britain Northern Ireland the Channel Islands or the Isle of Man.

Indemnity Limit

The Company's liability under this Section for all damages (including interest thereon) payable in respect of all **Occurrences** during any one Period of Insurance shall not exceed the **Indemnity Limit** stated in the Schedule.

Extensions

A. Court Attendance Cost

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

any director or partner of the Insured	£250
any Employee	£150

B. Health and Safety at Work etc. Act 1974

The Company will indemnify **The Insured** and at **The Insured's** request any director or partner of **The Insured** or any **Employee** against legal costs and expenses incurred in defending prosecutions for a breach of the Health and Safety at Work etc. Act 1974 or similar legislation in Northern Ireland the Channel Islands or the Isle of Man committed or alleged to have been committed in the course of the Business during the Period of Insurance. **The Company** will also pay the costs incurred with its written consent in appealing against any judgment given

Provided that this indemnity shall not apply to the payment of fines or penalties.

C. Cross Liabilities

Where **The Insured** comprises more than one party **The Company** will treat each party as **The Insured** as if a separate Policy had been issued to each provided that nothing in this Extension will increase the liability of **The Company** beyond the amount for which **The Company** would have been liable had this Extension not applied.

D. Data Protection Act 1998

The Company will indemnify **The Insured** and at **The Insured's** request any director or partner of **The Insured** or any **Employee** against the sums which **The Insured** or any director or partner of **The Insured** or any **Employee** become(s) legally liable to pay as damages under Section 13 of the Data Protection Act 1998 for Damage or distress caused in connection with **The Business** during the Period of Insurance provided that **The Insured** is

- a) a registered user in accordance with the terms of the Act
- b) not in business as a computer bureau.

The total amount payable including all costs and expenses under this Extension in respect of all claims occurring during any one Period of Insurance is limited to £250,000.

The indemnity provided by this Extension shall not apply to:

- i. any **Damage** or distress caused by any deliberate act or omission by **The Insured** the result of which could reasonably have been expected by **The Insured** having regard to the nature and circumstances of such act or omission
- ii. any **Damage** or distress caused by any act of fraud or dishonesty
- iii. the costs and expenses of rectifying rewriting or erasing data
- iv. liability arising from the recording processing or provision of data for reward or to determine the financial status of any person
- v. the payment of fines or penalties.

E. Consumer Protection and Food Safety Acts

The Company will indemnify **The Insured** and at **The Insured's** request any director partner or **Employee of The Insured** against legal costs and expenses incurred with **The Company's** written consent in connection with the defence of any proceedings or an appeal against conviction arising from such proceedings brought for a breach of

- a) Part 2 of the Consumer Protection Act 1987 or
- b) Section(s) 7, 8, 14 and/or 15 of the Food Safety Act 1990

committed or alleged to have been committed in the course of **The Business** during the Period of Insurance

Provided that this indemnity shall not apply to

- i. the payment of fines or penalties
- ii. proceedings or appeals in respect of any deliberate act or omission by **The Insured**
- iii. costs or expenses insured by any other policy.

Exclusions

The Company shall not be liable under this Section in respect of:

1. **Damage** to or the cost of repair alteration replacement removal or recall of any **Products Supplied** which give rise to a claim hereunder or any refund for such **Products Supplied**
2. liability arising from advice design formula or specification provided by or on behalf of **The Insured** for a fee or in circumstances where a fee would normally be charged
3. liability for Bodily Injury caused to any Employee of **The Insured** arising out of and in the course of such person's employment or engagement by **The Insured** in **The Business**
4. liability caused by or arising from Property in **The Insured's** charge or control
5. **Products Supplied** which to the knowledge of **The Insured** are to be used as a critical part in connection with the flying or navigation of any aircraft spacecraft rocket missile or satellite
6. liquidated damages fines or penalties
7. punitive exemplary or aggravated damages or any additional damages resulting from the multiplication of compensatory damages
8. all liability in respect of **Pollution or Contamination** other than that caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during any one Period of Insurance provided that
 - a. all **Pollution or Contamination** which arises out of any one incident shall be deemed to have occurred at the time such incident takes place
 - b. the liability of **The Company** for all damages (including interest thereon) payable in respect of all **Pollution or Contamination** which is deemed to have occurred during any one Period of Insurance shall not exceed in the aggregate the Indemnity Limit stated in Section 8 of the Schedule
 - c. this Exclusion does not apply to the United States of America and/or Canada and/or their dependencies or trust territories
9. all liability in respect of **Pollution or Contamination** occurring in the United States of America and/or Canada and/or their dependencies or trust territories
10. **Products Supplied** which to the knowledge of **The Insured** are exported to the United States of America and/or Canada and/or their dependencies or trust territories unless otherwise agreed by **The Company**.

Section 7 – Goods in Transit

In the event of accidental **Damage** to **Property In Transit** by the **Method of Conveyance** shown in the Schedule within the **Territorial Limits** during the Period of Insurance **The Company** will subject to the **Limit of Liability** pay the amount of the **Damage** or at its option replace or repair such Property.

Definitions

Property

Merchandise and goods (including tools) used in connection with **The Business** belonging to or the responsibility of **The Insured**.

Territorial Limits

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

Method of Conveyance

- A. Property carried on vehicles owned or operated by **The Insured**.
- B. Property transported by a carrier other than **The Insured** by means of road rail or inland air freight.

In Transit

- a) In respect of Method of Conveyance part A:
Whilst the Property is being loaded upon carried by temporarily housed upon or being unloaded from the vehicle and concluding when the Property has either been placed at **The Premises** or receipt acknowledged by the consignee. This shall include a period of temporary garaging not exceeding 30 days during the journey.
- b) In respect of Method of Conveyance part B:
Whilst the Property is in the custody or control of the carrier until delivered to the consignee's premises and receipt acknowledged or in the case of return transit placed at **The Insured's Premises**. This shall include a period of temporary garaging not exceeding 30 days during the journey.

Limit of Liability

The liability of **The Company** in respect of **Damage** arising out of one single event at any one location to any one load or combination of loads of Property In Transit shall not exceed the sums insured stated in the Schedule.

Clauses

Excess

The Company shall not be liable for the first amount of each and every claim hereunder as stated in the Schedule.

Average

Each Sum Insured by this Section is similarly but separately subject to **Average** as defined in the General Definitions.

Condition Precedent

It is a **Condition Precedent** in respect of Method of Transit A that whenever the loaded vehicle is left unattended during the Periods set out below then those of the following Security Measures indicated shall apply:

The Periods	Measures to Apply
a) Between the hours of 6am and 9pm	a) 1
b) Between the hours of 9pm and 6am	b) 1&2

The Security Measures

1. In respect of this section All keys must be removed from the vehicle all doors and similar openings be locked all windows be tightly closed and any special locking devices immobilisers or alarms fitted be in operation.
2. The vehicle must be housed in a locked building or in an open vehicle enclosure which is securely locked and/or guarded under constant surveillance

Special Conditions under this section

1. **The Insured** shall keep their motor vehicles in a good state of repair and in efficient roadworthy condition.
2. In respect of Method of Conveyance B. **The Insured** shall obtain a receipt from the carrier for all the Property sent and if requested by **The Company** must produce it in the event of any claim.

Extensions

In the event of accidental **Damage** to Property In Transit by Method of Conveyance A for which **The Company** has admitted liability under this Section **The Company** will also pay for

- a) **Damage** to packing materials protective sheeting ropes chains and toggles belonging to **The Insured** while being carried on the vehicle
- b) the additional costs necessarily incurred in transferring Property to another vehicle and carrying to original destination consequent upon fire or overturning or collision of the conveying vehicle subject to a limit of £2,500 any one loss
- c) the additional costs necessarily incurred in reloading any Property In Transit which has fallen from the conveying vehicle subject to a limit of £2,500 any one loss
- d) the additional costs necessarily incurred in removing debris consequent upon **Damage** to the Property In Transit subject to a limit of £2,500 any one loss
- e) **Damage** to personal effects belonging to the driver and/or attendant whilst carried in any vehicle which is conveying Property In Transit up to an amount not exceeding £500 per person
- f) **Damage** to Property In Transit arising out of the use of any vehicle substituted by **The Insured** whilst their own vehicle is undergoing service or repair up to an amount not exceeding the Sum Insured applicable to the vehicle undergoing service or repair.

Reinstatement (Tools) Clause

In the event of tools used by **The Insured** in connection with the Business and insured by this Section being lost destroyed or damaged the basis upon which the amount payable in respect of such property is to be calculated shall be the cost of Reinstatement subject to the Provisions set out below.

"Reinstatement" means

- A. the replacement of property lost or destroyed
 - B. the repair or restoration of property damaged
- in either case to a condition substantially the same as but not better or more extensive than its condition when new.

Provisions

1. No payment beyond the amount which would have been payable had this Clause not been operative shall be made:
 - a) unless the work of Reinstatement is commenced and carried out with reasonable despatch
 - b) until the cost of Reinstatement has been incurred
 - c) unless any other insurance covering the Insured's interest in the property at the time of **Damage** is upon the same basis of Reinstatement as this Policy and if no such payment is made then the rights and liabilities of **The Company** and the Insured shall be those which would have applied had this Clause not been operative.
2. In the event of partial **Damage** to property **The Company's** liability for any loss shall not exceed the cost which would have been incurred had such property been totally destroyed

Exclusions

The Company shall not be liable under this Section for **Damage** to any property in Transit arising out of or attributable to:

1. wear and tear deterioration contamination mildew damp rust corrosion insect or vermin
2. inherent vice latent defect action of light or atmospheric or climatic conditions
3. spillage leakage evaporation loss of weight or shrinkage
4. mechanical and/or electrical derangement or breakdown
5. electrical or magnetic injury disturbance or erasure of electronic records
6. breakdown of refrigeration and/or insufficient insulation

unless caused by or directly traceable to fire lightning or collision or overturning of the conveying vehicle

7. defective or inadequate packing or insufficient addressing
8. delay confiscation requisition embargo or nationalisation by order of the government or any public authority

The Company also shall not be liable hereunder in respect of:

9. explosives or other dangerous goods (the term "dangerous goods" means goods specified in the Special Classification of Dangerous Goods issued by the railway authorities or otherwise not accepted for rail transport on the grounds of their dangerous or hazardous nature)
10. money and other negotiable instruments of every description securities deeds bonds bills of exchange promissory notes jewellery precious stones and metals and articles made therefrom bullion furs and livestock
11. Property carried by **The Insured** for hire or reward
12. depreciation loss of market or any other consequential loss.

Section 8 – Glass

In the event of breakage of Glass or Sanitaryware for which **The Insured** is responsible at **The Premises**, **The Company** will replace such property or at its option pay to **The Insured** the costs of replacement

The Company shall not be liable to replace or pay for the replacement of such property exactly but only as nearly as circumstances permit

Following breakage of **Glass** **the Company** will in addition pay for any boarding up costs reasonably incurred.

Definitions

Glass

All fixed **Glass** including shelves showcases and mirrors

Sanitaryware

Fixed baths washbasins pedestals bidets shower trays sinks lavatory pans and cisterns

Extensions

The Company will also indemnify **The Insured** in respect of:

1. **damage** to frames or framework following breakage of **Glass**
2. the cost of removal or replacement of fixtures and fittings necessarily incurred to effect replacement of **Glass** as a result of breakage
3. the cost of replacing alarm foil lettering painting embossing silvering or other ornamental work on **Glass** following breakage of **Glass**
4. accidental damage to goods incidental to **The Insured's** business caused by breakage of **Glass** in display windows

Provided that the liability of **The Company** under any or all of Extensions 2, 3 and 4 shall not exceed the limit shown in the Schedule in respect of any one incident.

Excess

The Company shall not be liable for the first amount of each and every claim as stated in the Schedule.

Exclusions

The Company shall not be liable under this Section in respect of:

1. breakage caused by any of The Perils 1-12 as defined in Section 1.
2. breakage occurring:
 - a) when **The Premises** are left vacant or become disused
 - b) during installation or removal of **Glass** or **Sanitaryware**
3. breakage of any panes which were cracked or fractured prior to the inception of this insurance
4. in signs and light fittings unless the Signs Extension is in force
5. in greenhouses or conservatories unless specifically accepted by **The Company**
6. any consequential loss.

Signs Extension

The Company will by payment or at its option by reinstatement or repair indemnify **The Insured** against accidental **Damage** to any sign where the inclusion of insurance for such is indicated in the Schedule and a Sum Insured is placed thereon.

The liability of **The Company** under this Extension during any one Period of Insurance shall not exceed the Sum Insured stated in the Schedule.

Exclusions

The Company shall not be liable in respect of:

1. **Damage** occasioned by or happening through repair removal or erection wear and tear depreciation or deterioration.
2. **Damage** to any part caused by mechanical or electrical defect
3. **Damage** to tubes unless the glass is fractured.

Excess

The Company shall not be liable for the first amount of each and every claim as stated in the Schedule.

Section 9 – Deterioration of Frozen Foodstuffs

In the event of loss of Frozen Foodstuffs whilst stored only in any proprietary deep-freeze food storage installation (not being a cold room or a cabinet with a driving motor exceeding 1.5 hp) contained in **The Premises** for the purposes of **The Business** due to deterioration or putrefaction caused by:

- a) breakdown or failure of the installation which means sudden stoppage of refrigeration process by reason of inherent fault or accidental means
- b) escape of refrigerant or refrigeration fumes
- c) accidental failure of the public electricity supply

The Company will pay up to but in no case exceeding the amount stated in the Schedule in respect of such loss.

Definition

Frozen Foodstuffs

Any perishable food for human consumption which it is normal practice to place into deep freeze for purposes of preservation.

Exclusions

The Company shall not be liable under this Section for:

1. loss caused by wear tear deterioration of the cabinet or other gradually operating cause
2. loss occurring in any cabinet unless there is in force in respect of such cabinet a current manufacturers guarantee or maintenance agreement with an approved firm of refrigeration engineers
3. loss caused by incorrect setting of thermostats or automatic controlling devices
4. any consequential loss
5. loss arising from the deliberate act of the public electricity supply authority or the exercise of its power to withhold or restrict supply or from strikes or industrial disputes
6. any claim arising following further breakdown or failure as within described until necessary repairs have been carried out to the previous breakdown to **The Company's** satisfaction

Section 10 – All Risks on Specified Items

In the event of accidental **Damage** by any cause (not hereinafter excluded) happening within the Geographical Limits shown in the Schedule to any Machinery and/or Apparatus described in the Schedule the property of **The Insured** or for which they are responsible **The Company** will pay to **The Insured** the value of such Machinery or Apparatus or the amount of the **Damage** at the time of such **Damage** or at its own option reinstate or replace such property

Provided that the liability of **The Company** in any one Period of Insurance shall in no case exceed the total sum insured or in respect of any item its sum insured or any other stated limit of liability.

Extension

In respect of any vending machine described in the Schedule the insurance provided by this Section extends to include the contents (other than cash) of such machine provided that

- a) **Damage** thereto occurs at one and the same time as **Damage** to the machine itself
- b) the liability of **The Company** hereunder in respect of such contents shall not exceed £100 in respect of any one incident.

Geographical Limits

- A. **The Premises.**
- B. Anywhere in the United Kingdom (which means Great Britain and Northern Ireland) the Channel Islands and the Isle of Man including the Premises.
- C. Europe which means anywhere in the United Kingdom the Channel Islands the Isle of Man and the countries of the European Union.
- D. Worldwide which means anywhere in the world including the United Kingdom and Europe.

Excess

The Company shall not be liable for the first amount of each and every claim as stated in the Schedule.

Average

Each item of property insured under this Section is similarly but separately Subject to Average as defined in the General Definitions.

Clauses and Extensions

Also applicable to this Section are Clause 2 and Extensions B H I K and Las set out in Section 1.

Exclusions

The Company shall not be liable under this Section in respect of:

1. **Damage** to the property insured caused by or consisting of
 - a) inherent vice latent defect gradual deterioration wear and tear frost change in water table level seepage below ground level its own faulty or defective design or materials
 - b) faulty or defective workmanship operational error or omission on the part of **The Insured** or any of his **Employees**
 - c) the bursting by steam pressure of a boiler (not being a boiler used for domestic purposes only) economiser or other vessel machine or apparatus in which internal pressure is due to steam only and belonging to or under the control of **The Insured**

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

2. **Damage** caused by or consisting of
 - a) corrosion rust wet or dry rot shrinkage evaporation leakage loss of weight dampness contamination fermentation dryness marring scratching vermin or insects
 - b) change in temperature colour flavour texture or finish, action of light
 - c) theft or attempted theft
 - i. from an unattended vehicle between the hours of 6am and 9pm unless:
 - a) all doors windows and other openings are left closed securely locked and properly fastened and
 - b) entry or access to the vehicle has been effected by forcible and violent means
 - ii. from **The Premises** whenever such premises are closed for business or left unattended unless all locks bolts and other security devices including any intruder alarm system be put into full and effective operation
 - iii. other than from **The Premises** between the hours of 9pm and 6am unless the property insured is in the personal custody of **The Insured** or any partner director or **Employee of The Insured** or in a securely locked or occupied building
 - d) joint leakage failure of welds cracking fracturing collapse or overheating of boilers economisers superheaters pressure vessels or any range of steam and feed piping in connection therewith
 - e) mechanical or electrical breakdown or derangement in respect of the particular machines apparatus or equipment in which such breakdown or derangement originates

but this shall not exclude

- i. such **Damage** not otherwise excluded which itself results from any of The Perils Numbers 1- 12 within Section 1 of this Policy or from any other accidental **Damage**
 - ii. subsequent **Damage** which itself results from a cause not otherwise excluded
3. **Damage** caused by or consisting of
 - a) subsidence ground heave or landslip unless resulting from fire explosion earthquake or the escape of water from any tank apparatus or pipe
 - b) normal settlement or bedding down of new structures
 - c) acts of fraud or dishonesty
 - d) disappearance unexplained or inventory shortage misfiling or misplacing of information
 - e) electrical or magnetic injury disturbance or erasure of electronic records other than by lightning
 4. Destruction of or **Damage** to a building or structure caused by its own collapse or cracking unless resulting from any of The Perils 1-12 within Section 1 of this Policy in so far as it is not otherwise excluded

5. **Damage** in respect of movable property in the open or in open-sided buildings fences and gates caused by wind rain hail sleet snow flood or dust
6. **Damage** to the property insured
 - a) caused by fire resulting from its undergoing any heating process or any process involving the application of heat
 - b) (other than by fire or explosion) resulting from its undergoing any process of production packing treatment testing commissioning servicing adjustment or repair
7. **Damage**
 - a) caused by freezing
 - b) caused by escape of water from any tank apparatus or pipe
 - c) caused (other than by fire or explosion) by malicious persons not acting on behalf of or in connection with any political organisation
 - d) caused by theft or attempted theft

in respect of any building which is left vacant or becomes disused
8. **Damage** occasioned by delay embargo nationalisation confiscation requisition seizure or destruction by the government or any public authority
9. loss of market loss of use monetary devaluation or any other consequential loss
10. **Damage** to any part of any electrical plant or apparatus directly caused by breakdown leakage of electricity or excessive pressure therein or by its own short circuiting or overrunning but damage to any other part of such plant or apparatus or to other property insured by the spread of fire therefrom is not excluded.

Section 11 – Legal Expenses

Only applicable if the Section is shown as operative in the Schedule

The meaning of words in this section

Words that are set out below have meanings that only apply to this section of the policy.

Word	Meaning
appointed representative	The preferred law firm , law firm, tax consultancy , accountant or others suitably qualified person we will appoint to act on the insured person's behalf.
business	As shown in the policy schedule.
business premises	As shown in the policy schedule.
costs and expenses	<p>(a) All reasonable and necessary costs chargeable by the appointed representative and agreed by us in accordance with the DAS Standard Terms of Appointment.</p> <p>(b) The costs incurred by opponents in civil cases if the insured person has been ordered to pay them, or the insured person pays them with our agreement.</p>
countries covered	<p>a) For insured incidents Legal defence (excluding 5. Statutory notice appeals), and Personal injury The European Union, the isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey.</p> <p>b) For all other incidents The United Kingdom of Great Britain and Northern Ireland, the isle of Man and the Channel Islands.</p>
DAS Standard Terms of Appointment	The terms and conditions (including the amount we will pay to an appointed representative) that apply to the relevant type of claim, which could include a conditional fee arrangement (no win no fee). Where a law firm is acting as an appointed representative the amount is currently £100 per hour. This amount may vary from time to time.
date of occurrence	(a) For civil cases (other than under insured incident Tax protection), the date of the event that leads to a claim. If there is more than one event arising at different times from the same originating cause, the date of occurrence is the date of the first of these events. (This is the date the event happened, which may be before the date you or an insured person first became aware of it.)

	<p>(b) For criminal cases, the date the insured person began, or is alleged to have begun, to break the law.</p> <p>(c) For insured incident Statutory licence appeal, the date when you first became aware of the proposal by the relevant licensing or regulatory authority to suspend, alter the terms of, refuse to renew or cancel your licence, mandatory registration or British Standard Certificate of Registration.</p> <p>(d) For insured incident Tax protection, the date when HM Revenue & Customs, or the relevant authority, first notifies you of its intention to carry out an enquiry. For VAT or employer compliance disputes, the date the dispute arises during the period of insurance following the issue of an assessment, written decision or notice of a civil penalty.</p> <p>(e) For insured incident Legal defence 5 Statutory notice appeals, the date when the insured person is issued with the relevant notice and has the right to appeal.</p>
employer compliance dispute	A dispute with HM Revenue & Customs concerning your compliance with Pay As You Earn, Social Security, Construction Industry or IR35 legislation and regulations.
insured person	You and the directors, partners, managers, employees and any other individuals declared to us by you .
Insured Property	The property or properties which are owned by or under the responsibility of the policyholder and insured as declared to us and let under a tenancy agreement which is in writing, properly executed and containing an enforceable forfeiture clause.
period of insurance	The period for which we have agreed to cover the insured person .
preferred law firm or tax consultancy	A law firm, barristers chambers or tax expert we choose to provide legal or other services. These specialists are chosen as they have the proven expertise to deal with the insured persons claims and must comply with our agreed service standard levels, which we audit regularly. They are appointed according to the DAS Standard Terms of Appointment .

reasonable prospects	<p>a) For civil cases, the prospects that the insured person will recover losses or damages or a reduction in tax or National Insurance liabilities (or obtain any other legal remedy that we have agreed to, including an enforcement of judgement), make a successful defence or make a successful appeal or defence of an appeal, must be at least 51%. We or a preferred law firm or tax consultancy on our behalf will assess whether there are reasonable prospects.</p> <p>b) For criminal cases there is no requirement for there to be prospects of a successful outcome, however for appeals the prospects must be at least 51%.</p>
tax enquiry	<p>A written notice of enquiry, issued by HM Revenue & Customs, to carry out an Income Tax or Corporation Tax compliance check which either:</p> <p>(i) includes a request to examine any aspect of your books and records; or</p> <p>(ii) advises of a check of your whole tax return.</p>
VAT dispute	<p>A dispute with HM Revenue & Customs following the issue of an assessment, written decision or notice of a civil penalty relating to your VAT affairs.</p>
we, us, our, DAS	DAS Legal Expenses Insurance Company Limited.
you, your	The business that has taken out this policy (shown as the policyholder in the policy schedule).

WELCOME TO DAS

Thank **you** for purchasing this **DAS** commercial legal protection policy. **Your business** is now protected by Europe's leading legal expenses insurer.

DAS Legal Expenses Insurance Company Limited ('**DAS**') is the underwriter and provides the legal protection insurance under **your** policy. The legal advice service is provided by DAS Law Limited and/or a **preferred law firm** on behalf of **DAS**.

To make sure that **you** get the most from **your DAS** cover, please take time to read the section which explains the contract between **you** and **us**. Please take care in following the procedures throughout the policy section and particularly those applying to the **Employment disputes and compensation awards cover**.

HELPING YOU WITH YOUR LEGAL PROBLEMS

If **you** wish to speak to **our** legal teams about a legal problem, please phone **us** on **0344 893 0859**. **We** will ask **you** about **your** legal issue and if necessary call back to give legal advice.

MAKING A CLAIM

If **your** issue cannot be dealt with through legal advice and needs to be dealt with as a potential claim under this section, phone **us** on **0344 893 0859** and **we** will give **you** a reference number. At this point **we** will not be able to tell **you** whether the claim is covered or not but **we** will pass the information **you** have given **us** to **our** claims-handling teams and explain what to do next.

Please do not ask for help from a lawyer, accountant or anyone else before **we** have agreed that **you** should do so. If **you** do, **we** will not pay the costs involved even if **we** accept the claim.

DAS Head and Registered Office:

DAS Legal Expenses Insurance Company Limited | DAS House | Quay Side | Temple Back | Bristol | BS1 6NH Registered in England and Wales, number 103274. Website: www.das.co.uk

DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

We are covered by the Financial Services Compensation Scheme (FSCS). Compensation from the scheme may be claimed if **we** cannot meet **our** obligations. This will be dependent on the type of **business** and the circumstances of the claim. More information on the compensation scheme arrangements can be found on the FSCS website, www.fscs.org.uk

DAS Law Limited Head and Registered Office:

DAS Law Limited | North Quay | Temple Back | Bristol | BS1 6FL

Registered in England and Wales, number 5417859. Website: www.daslaw.co.uk

DAS Law Limited is authorised and regulated by the Solicitors Regulation Authority (registered number 423113).

OUR AGREEMENT

This section, the policy schedule and any endorsement shall be considered as one document.

We agree to provide the insurance described in this policy section for the **insured person** in respect of any insured incident arising in connection with the **business** shown in the schedule, in return for payment of the premium and subject to the terms, conditions, exclusions and limitations set out in this policy, provided that:

1. **reasonable prospects** exist for the duration of the claim
2. the **date of occurrence** of the insured incident is during the **period of insurance** or;
3. during the currency of a previous equivalent legal expenses insurance policy, provided that:
 - the previous legal expenses insurance policy required **you** to report claims during its currency
 - **you** could not have notified a claim previously as **you** could not have reasonably been aware of the insured incident cover has been continuously maintained in force
 - **we** will not cover any claim that should have been covered under a previously operative legal expenses insurance policy
 - the available limit of indemnity shall be limited to the lesser of the sums payable under this or **your** previous policy
4. any legal proceedings will be dealt with by a court, or other body which **we** agree to, within the **countries covered**, and
5. the insured incident happens within the **countries covered**.

What we will pay

We will pay an **appointed representative**, on **your** behalf, **costs and expenses** incurred following an **insured incident**, and any compensation awards that **we** have agreed to, provided that:

1. the most **we** will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is £500,000
2. the most **we** will pay in **costs and expenses** is no more than the amount we would have paid to a **preferred law firm** or **tax consultancy**. The amount **we** will pay a law firm (where acting as an **appointed representative**) is currently £100 per hour. This amount may vary from time to time.
3. in respect of an appeal or the defence of an appeal, **you** must tell **us** within the time limits allowed that **you** want to appeal. Before **we** pay the **costs and expenses** for appeals, **we** must agree that **reasonable prospects** exist
4. for an enforcement of judgment to recover money and interest due to **you** after a successful claim under this section, **we** must agree that **reasonable prospects** exist
5. where an award of damages is the only legal remedy to a dispute and the cost of pursuing legal action is likely to be more than any award of damages, the most **we** will pay in **costs and expenses** is the value of the likely award
6. in respect of **Legal defence 6. Jury service and court attendance** the maximum **we** will pay is the **insured person's** net salary or wages for the time that the **insured person** is absent from work less any amount the court or tribunal pays.

What we will not pay

1. In the event of a claim, if **you** decide not to use the services of a **preferred law firm** or **tax consultancy**, **you** will be responsible for any costs that fall outside the **DAS Standard Terms of Appointment** and these will not be paid by **us**.
2. The total of the compensation awards payable by **us** shall not exceed £1,000,000 in any one **period of insurance**.
- 3 The first £500 of any contract dispute claim where the amount in dispute exceeds £5,000 (including VAT). If **you** are using a **preferred law firm**, **you** will be asked to pay this within 21 days of **your** claim having been assessed as having **reasonable prospects**. If **you** are using your own law firm, this will be within 21 days of their appointment (following confirmation **your** claim has **reasonable prospects**). If **you** do not pay this amount the cover for **your** claim could be withdrawn.

Insured Incidents

What is Covered	What is not Covered
<p>Employment disputes and compensation awards</p> <p>1. Employment disputes Costs and expenses to defend your legal rights:</p> <ul style="list-style-type: none"> (a) before the issue of legal proceedings in a court or tribunal following the dismissal of an employee; or (b) in unfair dismissal disputes under the ACAS Arbitration Scheme; or (c) in legal proceedings in respect of any dispute relating to: <ul style="list-style-type: none"> i) a contract of employment with you; or ii) an alleged breach of the statutory rights of an employee, ex-employee or prospective employee under employment legislation. 	<p>A claim relating to the following:</p> <ol style="list-style-type: none"> 1. <ul style="list-style-type: none"> (a) unless equivalent legal expenses insurance was continuously in force immediately prior to the inception of this policy, a dispute arising from an agreement entered into prior to the start of the policy if the date of occurrence is within the first 90 days of the cover provided by the policy section. (b) a dispute with an employee under a written or oral warning (formal or informal) within 180 days immediately before the start of the policy if the date of occurrence was within the first 180 days of the start of the policy (c) redundancy or alleged redundancy or unfair selection for redundancy which occurs within the first 180 days of the start of the policy 2. damages for personal injury or loss of or damage to property 3. Transfer of Undertakings Regulations (TUPE) or the Transfer of Employment (Pension Protection) Regulations.
<p>2. Compensation awards</p> <p>We will pay:</p> <ul style="list-style-type: none"> (a) any basic and compensatory award; and/or (b) an order for compensation following a breach of your statutory duties under employment legislation <p>in respect of a claim we have accepted under insured incident 1 Employment disputes.</p> <p>Provided that:</p> <ul style="list-style-type: none"> (a) in cases relating to performance and/ or conduct, you have throughout the employment dispute either: <ol style="list-style-type: none"> i. followed the ACAS Code of Disciplinary and Grievance Procedures; or 	<ol style="list-style-type: none"> 1. Any compensation award relating to the following: <ul style="list-style-type: none"> - trade union activities, trade union membership or non-membership; - pregnancy or maternity rights, paternity, parental or adoption rights; - health and safety related dismissals brought under section 44 of the Employment Rights Act 1996; - statutory rights in relation to trustees of occupational pension schemes. 2. Non-payment of money due under a contract of employment or a statutory provision. 3. Any award ordered because you have failed to provide relevant records to employees under National Minimum Wage legislation. 4. A compensation award or increase in

<p>ii. <i>followed equivalent codes of practice issued by the Labour Relations Agency in Northern Ireland; or</i></p> <p>iii. <i>sought and followed advice from our legal advice service (telephone number above)</i></p> <p>(b) <i>for an order of compensation following your breach of statutory duty under employment legislation you have at all times sought and followed advice from our legal advice service since the date when you should have known about The employment dispute (telephone number above)</i></p> <p>(c) <i>for any compensation award for redundancy or alleged redundancy or unfair selection for redundancy, you have sought and followed advice from our Claims Department before starting any redundancy process or procedure with your employees (Telephone 0344 893 0859)</i></p> <p>(d) <i>the compensation is awarded by a tribunal or through the ACAS Arbitration Scheme, under a judgment made after full argument and otherwise than by consent or default, or is payable under settlement approved in writing in advance by us.</i></p> <p><i>Please note that the total of compensation awards payable by us is £1,000,000 in any one period of insurance. Please see What we will not pay 2.</i></p>	<p>a compensation award relating to failure to comply with a current or previous recommendation made by a tribunal.</p> <p>5. A settlement agreed and payable following conciliation under the ACAS Early Conciliation Procedure</p>
<p>3. Employee civil legal defence</p> <p>Costs and expenses to defend the insured person's (other than your) legal rights if an event arising from their work as an employee leads to civil action being taken against them:</p> <p>(a) under legislation for unlawful discrimination; or</p> <p>(b) as trustee of a pension fund set up for the benefit of your employees.</p> <p><i>Please note that we will only provide cover for an insured person (other than you) at your request.</i></p>	<p>Any claim relating to defending your legal rights other than defending a counter-claim.</p>

<p>4. Service occupancy</p> <p>Costs and expenses to pursue a dispute with an employee or ex-employee to recover possession of premises owned by, or for which you are responsible.</p>	
<p>Legal Defence</p> <p>Costs and expenses to defend the insured person's legal rights:</p> <p>1. Criminal pre-proceedings cover</p> <p>Prior to the issue of legal proceedings, when dealing with the Police, Health and Safety Executive and/or Local Authority Health and Safety Enforcement Officer where it is alleged that the insured person has or may have committed a criminal offence.</p> <p>2. Criminal prosecution defence</p> <p>Following an event which leads to the insured person being prosecuted in a court of criminal jurisdiction.</p> <p>Provided that:</p> <p>For claims relating to the Health and Safety at Work etc Act 1974 the countries covered shall by any place where the Act applies.</p> <p><i>Please note we will only cover criminal investigations and/or prosecutions which arise in direct connection with the activities of the business shown in the schedule.</i></p>	<p>A claim related to the following:</p> <ol style="list-style-type: none"> 1. any criminal investigation or enquiry by, with or on behalf of HM Revenue & Customs. <i>Please note this exclusion applies to Section 1 of the Legal defence cover.</i> 2. prosecution due to infringement of road traffic laws or regulations in connection with the ownership, driving or use of a motor vehicle <i>Please note this exclusion applies to sections 1 and 2 of the Legal defence cover.</i>
<p>3. Data protection and Information Commissioner registration</p> <p>(a) If civil action is taken against the insured person for compensation under section 13 of the Data Protection Act 1998. We will also pay any compensation award made against the insured person under section 13 of the Data Protection Act 1998.</p> <p>(b) In an appeal against the refusal of the Information Commissioner to register your application for registration.</p> <p><i>Please note we will not cover the cost of fines imposed by the Information Commissioner. Please see Policy section exclusions 3</i></p>	

<p>4. Wrongful arrest</p> <p>If civil action is taken against you for wrongful arrest in respect of an accusation of theft alleged to have been carried out during the period of insurance.</p> <p>5. Statutory notice appeals</p> <p>In an appeal against the imposition or terms of any Statutory Notice issued under legislation affecting your business.</p> <p>6. Jury service and court attendance</p> <p>An insured person's absence from work:</p> <ul style="list-style-type: none"> (a) to perform jury service (b) to attend any court or tribunal at the request of the appointed representative. <p>The maximum we will pay is the insured person's net salary or wages for the time that they are absent from work less any amount you, the court or tribunal, have paid them.</p> <p>Provided that:</p> <ul style="list-style-type: none"> (a) <i>you request us to provide cover for the insured person.</i> 	<ul style="list-style-type: none"> 3. an appeal against the imposition or terms of any Statutory Notice issued in connection with your licence, mandatory registration or British Standard Certificate of Registration 4. a Statutory Notice issued by an insured person's regulatory or governing body
<p>Statutory Licence Appeal</p> <p>An appeal to the relevant statutory or regulatory authority, court or tribunal following a decision by a licensing or regulatory authority to suspend, or alter the terms of, or refuse to renew, or cancel your licence, mandatory registration or British Standard Certificate of Registration.</p>	<ul style="list-style-type: none"> 1. assistance with the application process either in relation to an original application or application for renewal of a statutory licence, mandatory registration or British Standard Certificate of Registration 2. the ownership, driving or use of a motor vehicle.
<p>Contract Disputes</p> <p>A contractual dispute arising from an agreement or an alleged agreement which has been entered into by you or on your behalf for the purchase, hire, sale or provision of goods or of services.</p> <p>Provided that:</p> <ul style="list-style-type: none"> (a) <i>the amount in dispute exceeds £500 (incl VAT). If the amount in dispute exceeds £5,000 (incl</i> 	<p>A claim relating to the following:</p> <ul style="list-style-type: none"> 1. unless equivalent legal expenses insurance was continuously in force immediately prior to the inception of this policy, a dispute arising from an agreement entered into prior to the start of the policy if the date of occurrence is within the first 90 days of the cover provided by the policy

<p>VAT), you must pay the first £500 of any claim. If you are using a preferred law firm, you will be asked to pay this within 21 days of your claim having been assessed as having reasonable prospects. If you are using your own law firm, this will be within 21 days of their appointment (following confirmation your claim has reasonable prospects). If you do not pay this amount the cover for your claim could be withdrawn.</p> <p>(b) if the amount in dispute is payable in instalments, the instalments due and payable at the time of making the claim exceed £500 (incl VAT)</p> <p>(c) if the dispute relates to money owed to you, a claim under the policy is made within 90 days of the money becoming due and payable.</p>	<ol style="list-style-type: none"> 2. <ol style="list-style-type: none"> (a) the settlement payable under an insurance policy (we will cover a dispute if your insurer refuses your claim, but not for a dispute over the amount of the claim) (b) the sale, purchase, terms of a lease, licence, or tenancy of land or buildings. However, we will cover a dispute with a professional adviser in connection with these matters (c) a loan, mortgage, pension, guarantee or any other financial product and choses in action (d) a motor vehicle owned by, or hired or leased to you other than agreements relating to the sale of motor vehicles where you are engaged in the business of selling motor vehicles 3. a dispute with an employee or ex-employee which arises out of, or relates to, a contract of employment with you 4. a dispute which arises out of the: <ul style="list-style-type: none"> - sale or provision of computer hardware, software, systems or services; or - the purchase or hire of computer hardware, software, systems or services tailored by a supplier to your own specification 5. a dispute arising from a breach or alleged breach of professional duty by an insured person 6. the recovery of money and interest due from another party, other than disputes where the other party indicates that a defence exists.
<p>Debt Recovery</p> <p>A dispute relating to the recovery of money and interest due from the sale or provision of goods or services, including enforcement of judgments.</p> <p>Provided that:</p> <p>(a) the debt exceeds £500 (incl VAT)</p> <p>(b) a claim is made within 90 days of the money becoming due and payable</p> <p>(c) we have the right to select the method of enforcement, or to forego enforcing judgment if we are not satisfied that there are, or will be, sufficient assets available to satisfy judgment.</p>	<p>A claim relating to the following:</p> <ol style="list-style-type: none"> 1. unless equivalent legal expenses insurance was continuously in force immediately prior to the inception of this policy, any debt arising from an agreement entered into prior to the start of the policy if the debt is due within the first 90 days of the cover provided by the policy 2. <ol style="list-style-type: none"> (a) the settlement payable under an insurance policy (b) the sale, purchase, terms of a lease, licence, or tenancy of land or buildings (c) a loan, mortgage, pension, guarantee or any other financial product and choses in

	<p>action</p> <p>(d) a motor vehicle owned by, or hired or leased to you other than agreements relating to the sale of motor vehicles where you are engaged in the business of selling motor vehicles</p> <p>3. a dispute which arises out of the supply, hire, sale or provision of computer hardware, software, systems or services</p> <p>4. the recovery of money and interest due from another party where the other party indicates that a defence exists</p> <p>5. any dispute which arises from debts you have purchased from a third party.</p>
<p>Property protection</p> <p>A civil dispute relating to material property which is owned by you, or is your responsibility following:</p> <ol style="list-style-type: none"> 1. any event which causes physical damage to such material property; or 2. a legal nuisance (meaning any unlawful interference with your use or enjoyment of your land, or some right over, or in connection with it); or 3. a trespass. <p><i>Please note that you must have established the legal ownership or right to the land that is the subject of the dispute.</i></p>	<p>A claim relating to the following:</p> <ol style="list-style-type: none"> 1. a contract you have entered into 2. goods in transit or goods lent or hired out 3. goods at premises other than those occupied by you unless the goods are at the premises for the purpose of installations or use in work to be carried out by you 4. mining subsidence 5. defending your legal rights but we will cover defending a counter-claim 6. a motor vehicle owned or used by, or hired or leased to an insured person (other than damage to motor vehicles where you are in the business of selling motor vehicles) 7. the enforcement of a covenant by or against you.
<p>Personal Injury</p> <p>At your request, we will pay costs and expenses for an insured person's and their family members' legal rights following a specific or sudden accident that causes the death of, or bodily injury to them.</p>	<p>A claim relating to the following:</p> <ol style="list-style-type: none"> 1. any illness or bodily injury that happens gradually 2. psychological injury or mental illness unless the condition follows a specific or sudden accident that has caused physical bodily injury 3. defending an insured person's or their family members' legal rights other than

	<p>in defending a counter-claim</p> <p>4. clinical negligence.</p>
<p>Tax protection</p> <p>1. A tax enquiry.</p> <p>2. An employer compliance dispute.</p> <p>3. A VAT dispute.</p> <p>Provided that:</p> <p><i>You have taken reasonable care to ensure that all returns are complete and correct and are submitted within the statutory time limits allowed</i></p> <p><i>Please note we will only cover tax claims which arise in direct connection with the activities of the business shown in the schedule.</i></p>	<p>1. Any tax avoidance schemes.</p> <p>2. Any failure to register for Value Added Tax or Pay As You Earn.</p> <p>3. Any investigation or enquiries by, with or on behalf of HM Revenue & Customs Special Investigations Section, Special Civil Investigations, Criminal Investigations Unit, Criminal Taxes Unit, under Public Notice 160 or by the Revenue & Customs Prosecution Office.</p> <p>4. Any claim relating to import or excise duties and import VAT.</p> <p>5. Any investigation or enquiry by HM Revenue & Customs into alleged dishonesty or alleged criminal offences.</p>
<p>Tenancy Disputes</p> <p>We will negotiate for the policyholder's legal rights in respect of a dispute between the policyholder and the policyholder's landlord relating to premises leased or rented by the policyholder</p>	<p>Any dispute arising from or relating to rent or service charges or renewal of the tenancy agreement.</p>

Exclusions

1. Late reported claims

Any claim reported to **us** more than 180 days after the date the **insured person** should have known about the insured incident.

2. Costs we have not agreed

Costs and expenses incurred before **our** written acceptance of a claim.

3. Court awards and fines

Fines, penalties, compensation or damages which the **insured person** is ordered to pay by a court or other authority, other than compensation awards covered under insured incidents **Employment disputes and compensation awards** and **Legal defence**.

4. Legal action we have not agreed

Legal action an **insured person** takes which **we** or the **appointed representative** have not agreed to, or where the **insured person** does anything that hinders **us** or the **appointed representative**.

5. Intellectual property rights

Any claim relating to patents, copyrights, trademarks, merchandise marks, registered designs, intellectual property, secrecy and confidentiality agreements.

6. Deliberate acts

Any insured incident deliberately or intentionally caused by an **insured person**.

7. Franchise or agency agreements

Any claim relating to rights under a franchise or agency agreement entered into by **you**.

8. A dispute with DAS

A dispute with **us** not otherwise dealt with under policy condition 8.

9. Shareholding or partnership disputes

Any claim relating to a shareholding or partnership share in the **business** shown in the policy schedule.

10. Judicial review

Costs and expenses arising from or relating to judicial review, coroner's inquest or fatal accident inquiry.

11. Nuclear, war and terrorism risks

Any claim caused by, contributed to by, or arising from:

- (a) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel;
- (b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it;
- (c) war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup, or any other act of terrorism or alleged act of terrorism as defined by the Terrorism Act 2000;
- (d) pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.

Exclusions Continued...

12. Bankruptcy

Any claim where either at the start of, or during the course of a claim, **you**:

- (a) are declared bankrupt
- (b) have filed a bankruptcy petition
- (c) have filed a winding-up petition
- (d) have made an arrangement with **your** creditors
- (e) have entered into a deed of arrangement
- (f) are in liquidation
- (g) part or all of **your** affairs or property are in the care or control of a receiver or administrator.

13. Defamation

Any claim relating to written or verbal remarks that damage the **insured person's** reputation.

14. Calendar date devices

Any claim directly or indirectly caused by or resulting from any device failing to recognise, interpret or process any date as its true calendar date.

15. Litigant in person

Any claim where an **insured person** is not represented by a law firm, barrister or tax expert.

Conditions

1. Your representation

- (a) On receiving a claim, if representation is necessary, **we** will appoint a **preferred law firm** or **tax consultancy** as **your appointed representative** to deal with **your** claim. They will try to settle **your** claim by negotiation without having to go to court.
- (b) If the appointed **preferred law firm, tax consultancy** cannot negotiate settlement of **your** claim and it is necessary to go to court and legal proceedings are issued or there is a conflict of interest, then **you** may choose a law firm or tax expert to act as the **appointed representative**. **We** will choose the **appointed representative** to represent **you** in any proceedings where **we** are liable to pay a compensation award.
- (c) If **you** choose a law firm as **your appointed representative** who is not a **preferred law firm** or **tax consultancy**, **we** will give **your** choice of law firm the opportunity to act on the same terms as a **preferred law firm** or **tax consultancy**. However if they refuse to act on this basis, the most **we** will pay is the amount **we** would have paid if they had agreed to the **DAS Standard Terms of Appointment**. The amount **we** will pay a law firm (where acting as the **appointed representative**) is currently £100 per hour. This amount may vary from time to time.
- (d) The **appointed representative** must co-operate with **us** at all times and must keep **us** up to date with the progress of the claim.

2. Your responsibilities

An **insured person** must:

- (a) co-operate fully with **us** and the **appointed representative**;
- (b) give the **appointed representative** any instructions that **we** ask **you** to.

3. Offers to settle a claim

- (a) An **insured person** must tell **us** if anyone offers to settle a claim and must not negotiate or agree to any settlement without **our** written consent.

- (b) If an **insured person** does not accept a reasonable offer to settle a claim, **we** may refuse to pay further **costs and expenses**.
- (c) **We** may decide to pay an **insured person** the reasonable value of the claim that the **insured** is claiming or is being claimed against them instead of starting or continuing legal action. In these circumstances an **insured person** must allow **us** to take over and pursue or settle a claim in their name. An **insured person** must allow **us** to pursue at **our** own expense and for their benefit, any claim for compensation against any other person and an **insured person** must give **us** all the information and help **we** need to do so.
- (d) Where a settlement is made on a without-costs basis **we** will decide what proportion of that settlement will be regarded as **costs and expenses** and payable to **us**.

4. Assessing and recovering costs

- (a) An **insured person** must instruct the **appointed representative** to have **costs and expenses** taxed, assessed or audited if **we** ask for this.
- (b) An **insured person** must take every step to recover **costs and expenses** and court attendance and jury service expenses that **we** have to pay and must pay **us** any amounts that are recovered.

5. Cancelling an appointed representative's appointment

If the **appointed representative** refuses to continue acting for an **insured person** with good reason or if an **insured person** dismisses the **appointed representative** without good reason, the cover **we** provide will end at once, unless **we** agree to appoint another **appointed representative**.

6. Withdrawing cover

If an **insured person** settles a claim or withdraws their claim without **our** agreement, or does not give suitable instructions to the **appointed representative**, **we** can withdraw cover and will be entitled to reclaim any **costs and expenses** **we** have paid.

7. Expert opinion

We may require **you** to get, at **your** own expense, an opinion from an expert, that **we** consider appropriate, on the merits of the claim or proceedings, or on a legal principle. The expert must be approved in advance by **us** and the cost agreed in writing between **you** and **us**. Subject to this **we** will pay the cost of getting the opinion if the expert's opinion indicates that it is more likely than not that **you** will recover damages (or obtain any other legal remedy that **we** have agreed to) or make a successful defence.

8. Arbitration

If there is a disagreement between **you** and **us** about the handling of a claim and it is not resolved through **our** internal complaints procedure and **you** are a small business, **you** can contact the Financial Ombudsman Service for help. Details available from www.financial-ombudsman.org.uk. Alternatively there is a separate arbitration process (this applies to all sizes of business). The arbitrator will be a barrister chosen jointly by **you** and **us**. If there is a disagreement over the choice of arbitrator, **we** will ask the Chartered Institute of Arbitrators to decide.

9. Keeping to the policy terms

An **insured person** must:

- (a) keep to the terms and conditions of this policy
- (b) take reasonable steps to avoid and prevent claims
- (c) take reasonable steps to avoid incurring unnecessary costs
- (d) send everything **we** ask for in writing, and
- (e) report to **us** full and factual details of any claim as soon as possible and give **us** any information **we** need.

10. Cancelling the policy

We can cancel this policy at any time as long as **we** tell **you** at least 14 days beforehand.

You can cancel this policy at any time as long as **we** are told at least 14 days beforehand.

11. Fraudulent claims

We will, at **our** discretion, void the policy (make it invalid) from the date of claim, or alleged claim, and/or we will not pay the claim if:

- (a) a claim the **insured person** has made to obtain benefit under this policy is fraudulent or intentionally exaggerated, or
- (b) a false declaration or statement is made in support of a claim.

Where the above circumstances apply, as part of **our fraud** prevention measures **we** will, at **our** discretion, also share information with other parties such as the police, government bodies and anti-fraud organisations.

12. Claims under this policy by a third party

Apart from **us, you** are the only person who may enforce all or any part of this policy and the rights and interests arising from or connected with it. This means that the Contracts (Rights of Third Parties) Act 1999 does not apply to the policy in relation to any third-party rights or interest.

13. Other Insurances

If any claim covered under this policy section is also covered by another policy, or would have been covered if this policy section did not exist, **we** will only pay **our** share of the claim even if the other insurer refuses the claim.

14. Law that applies

This policy section is governed by the law that applies in the part of the United Kingdom, Channel Islands or Isle of Man where **your business** is registered. Otherwise the law of England and Wales applies. All Acts of Parliament mentioned in this policy section include equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands as appropriate.

Helpline services

You can contact **our** UK-based call centre 24 hours a day, seven days a week. However, **we** may need to arrange to call **you** back depending on the enquiry. To help **us** check and improve **our** service standards, **we** may record all inbound and outbound calls, except those to the counselling service. When phoning, please quote policy number **TS5/6854281** and the name of the insurance provider who sold **you** the policy.

Legal advice service

We provide confidential legal advice over the phone on any commercial legal problem affecting the **business**, under the laws of any European Union country, the Isle of Man, the Channel Islands, Switzerland and Norway.

Wherever possible the Legal Advice helpline aims to provide immediate advice from a qualified legal advisor. However if this is not possible they will arrange a call back at a time to suit **you**.

Our legal advisors provide advice on the laws of England and Wales 24 hours a day, 7 days a week, 365 days a year. Where advice is sought in an area of law beyond this jurisdiction or in respect of very specialist matters, **we** will refer **you** to one of **our** specialist advisors. This will include European law and certain areas of law for Scotland and Northern Ireland.

Specialist advice is provided 9am - 5pm, Monday to Friday, excluding public and bank holidays. If calls are made outside these times, we will call you back.

Tax advice service

We offer confidential advice over the phone on any tax matters affecting the **business**, under the laws of the United Kingdom.

Tax advice is provided by tax advisors 9am – 5pm, Monday to Friday, excluding public and bank holidays. If calls are made outside these times, we will call you back.

To contact the above services, phone us on 0344 893 0859 quoting Policy Number **TS5/6854281**

Counselling service

We will provide **your** employees (including any members of their immediate family who permanently live with them) with a confidential counselling service over the phone including, where appropriate, onward referral to relevant voluntary and/or professional services. Any costs arising from the use of these referral services will not be paid by us.

To contact the counselling helpline, phone us on 0344 893 9012.

These calls are not recorded.

The counselling service helpline is open 24 hours a day, seven days a week.

We will not accept responsibility if the helpline services are unavailable for reasons we cannot control.

Online law guide and document drafting

Employment manual

The DAS Employment Manual offers comprehensive, up to date guidance on rapidly changing employment law. To view it, please visit www.das.co.uk and select Employment Manual. All the sections of this web-based document can be printed off for **your** own use. Contact us at employmentmanual@das.co.uk with **your** email address, quoting policy number **TS5/6854281** and we will contact **you** by email to inform **you** of future updates to the information.

TOWERGATEBUSINESSLAW

Using www.towergatebusinesslaw.co.uk **you** can create ready-to-sign contracts, agreements and letters in minutes. Developed by solicitors and tailored by **you** using **our** smart document builders. **You** can also buy legal documents from the site, ranging from simple debt recovery letters to employment contracts.

The service also provides useful tools, articles and information on matters such as new legislation, employment issues, property law and taxation all regularly updated by legal experts to help **you** keep **your business** one step ahead. To access Towergatebusinesslaw **you** will need to register at www.towergatebusinesslaw.co.uk using policy number **TS5/6854281**

When registering, please enter the following code which will provide **you** with access to a range of free documents: **TOW472301**

DATA PROTECTION

To provide and administer the legal advice service and legal expenses insurance **we** must process **your** personal data (including sensitive personal data) that **we** collect from **you** in accordance with **our** Privacy Policy.

To do so, **we** may need to send **your** information to other parties, such as lawyers or other experts, the court, insurance intermediaries, insurance companies, appointed service providers or members of the DAS UK Group. To give **you** legal advice, **we** may have to send information outside the European Economic Area. In doing this, **we** will comply with the Data Protection Act 1998. **We** will not disclose **your** personal data to any other person or organisation unless **we** are required to by **our** legal and regulatory obligations, or for the prevention and detection of crime, including fraud and financial sanctions. To prevent and detect crime **we** may use and share **your** data with other organisations and public bodies, including the police and anti-fraud organisations.

For any questions or comments, or requests to see a copy of the information **we** hold about **you**, please write to the Group Data Protection Controller at **our** **DAS** Head Office address

HOW TO MAKE A COMPLAINT

We always aim to give **you** a high quality service. If **you** think **we** have let **you** down, please write to **our** Customer Relations Department at **our** **DAS** Head Office address – **DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol, BS1 6NH.**

Or **you** can phone **us** on **0344 893 9013** or email **us** at customerrelations@das.co.uk

Details of **our** internal complaint-handling procedures are available on request.

If **you** are still not satisfied and are a small business, **you** can contact the Insurance Division of the Financial Ombudsman Service at: **Exchange Tower | London | E14 9SR**

You can also contact them on: **0800 023 4567** (free from mobile phones and landlines), **0300 123 9123** (free from mobile phones and landlines) or email them at complaint.info@financial-ombudsman.org.uk Website: www.financial-ombudsman.org.uk

Your complaint may be more suitably handled by a comparable complaints scheme, the Legal Ombudsman Service.

You can contact the Legal Ombudsman Service at: **PO Box 6806 | Wolverhampton | WV1 9WJ**

You can also contact them by telephone on **0300 555 0333** or email them at enquiries@legalombudsman.org.uk

Website: www.legalombudsman.org.uk

Using this service does not affect **your** right to take legal action.

Endorsements

The following Endorsements are operative only if the letter against each appears in the respective Section of the Schedule.

Each Endorsement is subject to the terms conditions and limitations of the Section to which it attaches in so far as they can apply.

Endorsement A: Subsidence Ground Heave and Landslip

Section 1

The Perils insured under this Section are extended to include subsidence or ground heave of any part of the site on which **The Premises** stand and landslip but excluding **Damage**:

- a) to yards car parks roads pavements swimming pools walls gates and fences unless also affecting a Building insured hereby
- b) caused by or consisting of:
 - i. the normal bedding down or settlement of new structures
 - ii. the settlement or movement of made- up ground
 - iii. coastal or river erosion
 - iv. defective design or workmanship or the use of defective materials
 - v. fire subterranean fire explosion earthquake or the escape of water from any tank apparatus or pipe
- c) **Damage** which commenced prior to the inception of this cover
- d) **Damage** resulting from
 - i. demolition construction structural alteration or repair of any property or
 - ii. groundworks or excavation at the same Premises
- e) the amount of the **Excess** stated in the Schedule for each and every claim.

Special Condition

The Insured shall notify **The Company** immediately of any demolition groundworks excavation or construction being carried out on any adjoining site and **The Company** shall then have the right to vary the terms or cancel this cover.

Endorsement B Alarm Clause

Section 1

It is a **Condition Precedent** to liability under Sections 1 and 3 in respect of loss or **Damage** following entry or attempted entry to or exit from the premises by forcible and violent means that

- a) **The Premises** are protected by an **Intruder alarm System** designed, installed and maintained to British Standards BS4737 or EN50131 including where stipulated by the company or the local Policy Authority Code of Practice DD243
- b) The intruder alarm installation and maintenance company must be both
 - 1. A member of an Alarm Inspectorate which is accredited by UKAS to EN45011 or EN45012 and
 - 2. Accredited and operate a Quality Management System in accordance with EN ISO 9000
- c) The **Intruder Alarm System** shall be maintained in full and efficient working order under a contract to provide both corrective and preventative maintenance, as per the requirements of

BS4737 or EN 50131, with the installing company or such other company as agreed with **The Company**

Where remote alarm signalling is required the signal transmission must be transmitted to an Alarm Receiving Centre fully compliant with BS5979:2000 and operated by a company accredited and operating to a Quality Management System in accordance with EN ISO 9000

- d) No alteration to or substitution of
 1. any part of the **Intruder Alarm System**
 2. the maintenance contract
 3. the structure or **The Premises** or changes to the layout of **The Premises** which would affect the effectiveness of the **Intruder Alarm System**.

- e) The **Alarmed Premises** shall not be left unattended without the agreement of **The Company**
 1. Unless the **Intruder Alarm System** is set in its entirety with means of communication used to transmit signals (including both alarm transmissions systems for dual signaling systems) in full operation
 2. If the police have withdrawn their response to alarm activations

- f) **The Insured** shall maintain secrecy of codes for the operation of the **Intruder Alarm System** and detail of such codes and all keys to the **Intruder Alarm System** shall be removed from **The Premises** when **The Premises** are left unattended.

- g) **The Insured** shall appoint at least two **Key Holders** and Lodge written details (which must be kept up to date) with the Alarm Company and either the police or the Alarm Receiving Centre.

- h) In the event of notification of any activation of the **Intruder Alarm System** or interruption of means of communication including one or both alarm transmission systems in respect of dual signaling systems during any period the **Intruder Alarm System** is set a **Key Holder** shall attend **The Premises** as soon as reasonably possible
 - i. In the event of **The Insured** receiving any notification
 - ii. The police attendance in response to alarm signal/calls from the **Intruder Alarm System** may be withdrawn or the level of response reduced or delayed
 - iii. From local Authority or Magistrate imposing any requirement for abatement of nuisance
 - iv. That the **Intruder Alarm System** cannot be returned to or maintained in full working order **The Insured** shall advise **The Company** as soon as possible and comply with any subsequent requirements stipulated by **The Company**.

Definitions

Intruder Alarm System:

The component parts including the means of communication used to transmit signals to the alarm receiving centre.

Alarmed Premises:

The Premises or those portions of **The Premises** protected by the **Intruder Alarm System**

Keyholder:

The Insured or any person or key holding company authorised by **The Insured** who is available at all times to accept notification of faults or alarm signals relating to the **Intruder Alarm System** attend and allow access to **The Premises**.

Premises

The building occupied by or under the control of **The Insured** (unless otherwise stated in the Schedule)

General Exclusions

This Policy does not cover

1. War Risks

any claims caused by or happening through war invasion act of foreign enemy hostilities (whether war is declared or not) civil war civil rebellion warlike operations revolution insurrection or military or usurped power confiscation nationalisation requisition seizure or destruction or damage to property by or under the order of any government or public or local authority

This Exclusion shall not apply to Section 4 Employers Liability and the Terrorism Section

2. Sonic Bangs

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

3. Radioactive Contamination

Damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from

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

NOTE: As far as concerns **Bodily Injury** caused to any **Employee of the Insured** if such **Bodily Injury** arises out of and in the course of employment or engagement of such person by the Insured this Exclusion shall apply only in respect of

- i. the liability of any Principal
- ii. liability assumed by **The Insured** under agreement and which would not have attached in the absence of such agreement

4. Pollution or Contamination

Damage caused by **Pollution or Contamination** except (unless otherwise excluded) destruction of or **Damage** to the property insured caused by

- a) **Pollution or Contamination** which itself results from a Defined Peril
- b) a Defined Peril which itself results from **Pollution or Contamination**

This Exclusion shall not apply to Section 6- Employers' Liability Section 7- Public Liability and Section 8- Products Liability

NOTE: Defined Perils

The Defined Perils are:

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

5. Terrorism

This Exclusion is applicable to Sections 1 Material Damage, 2 Business Interruption, 3 Loss of Business Money, 8 Glass Breakage, 9 Deterioration of Stock and 10 All Risks on specified Items

This Policy does not cover loss damage cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with

1. for England Scotland Wales the Channel Islands and the Isle of Man
 - a) Any act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss
 - b) Any action taken in controlling preventing suppressing or in any way relating to any act of Terrorism
2. for Northern Ireland
 - a) Any act of Terrorism regardless of any other cause or event contributing currently or in any other sequence to the loss
 - b) Any action taken in controlling preventing suppressing or in any way relating to any act of Terrorism
 - c) Riot civil commotion and (except for Damage or loss caused by fire or explosion) strikers locked out workers or persons taking part in labour disturbances or malicious persons

If **The Company** allege that by reason of this exclusion any loss **Damage** cost or expense is not covered by these Sections of the Policy the burden of proving the contrary shall be upon **The Insured**

In the event any portion of this exclusion is found to be invalid or unenforceable the remainder shall remain in full force and effect

Definition - Terrorism

In respect of England Scotland and Wales Terrorism is defined as acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of Her Majesty's Government in the United Kingdom or any other government de jure or de facto

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

In respect of the Channel Islands and the Isle of Man Terrorism is defined as an act of any person(s) 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 any government de jure or de facto

Applicable only to Section 4 Employers Liability

The liability of the Company under this Section for damages costs and expenses payable in respect of any one claim against the Insured or series of claims against the Insured arising out of one event shall not exceed £5,000,000 This limitation shall only apply in respect of any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from a Terrorist Act

For the purposes of this Exclusion Terrorist Act means any act of a person or group directed towards the overthrowing or influencing of any government or putting any section of the public in fear by threat force or violence or other means

Applicable only to Section 5 Public Liability

The insurance provided by this Section is subject to the following Terrorism Limitation

The liability of **The Company** under this Section for all damages costs and expenses payable in respect of all occurrences of a Terrorist Act during any one Period of Insurance shall not exceed in the aggregate the sum of £2,000,000

Provided that if the monetary amount of the Limit of Indemnity stated in the Schedule is less than £2,000,000 then such lesser monetary amount shall apply as the Companys maximum liability for all damages costs and expenses payable in respect of all occurrences of a Terrorist Act during any one Period of Insurance

For the purpose of this Exclusion Terrorist Act means any act of a person or group directed towards the overthrowing or influencing of any government or putting any section of the public in fear by threat force or violence or other means

6. Electronic Risks Exclusion

This Exclusion is applicable to Sections 1 Material Damage, 2 Business Interruption, 3 Loss of Money, 8 Glass Breakage, 9 Deterioration of Stock and 10 All Risks on specified Items

This Policy does not cover

Any losses directly or indirectly caused by contributed to by or arising from or occasioned by or resulting from

1. the alteration modification distortion corruption of or **Damage** to any computer or other equipment or component or system or item which processes stores transmits or receives data or any part thereof whether tangible or intangible (including but without limitation any information or programs or software) or
2. any alteration modification distortion erasure corruption of data processed by any such computer or other equipment or component or system or item

whether the property of **The Insured** 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**

but this shall not exclude subsequent **Damage** not otherwise excluded which itself results from a Defined Peril except for **Damage** caused by malicious persons other than thieves

Definitions

For the purposes of this Exclusion the following Definition applies

Defined Peril

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

7. Marine Policies

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

Terrorism Section

Only applicable if this Section is shown as operative in the Schedule

In consideration of the payment of the Premium in respect of the Period of Insurance the cover provided under the Sections shown under the Terrorism Section of the Schedule of this Policy is extended to include loss destruction or damage to the Property Insured or damage occasioned by or happening through or in consequence of Terrorism as hereinafter defined for the purposes of this Section

Terrorism is defined for the purposes of this Section only as:

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

A. Provided always that the insurance provided by this Section is subject to the following exclusions:-

1) War Risks Exclusion

This insurance does not cover damage occasioned by or happening through riot civil commotion war invasion act of foreign enemy hostilities (whether war is declared or not) civil war rebellion revolution insurrection or military or usurped power

2) Electronic Risks Exclusion

This insurance does not cover any losses directly or indirectly caused by contributed to by or arising from or occasioned by or resulting from

the alteration modification distortion corruption of or damage to any computer or other equipment or component or system or item which processes stores transmits or receives data or any part thereof whether tangible or intangible (including but without limitation any information or programs or software) or

any alteration modification distortion erasure corruption of data processed by any such computer or other equipment or component or system or item

whether the property of the Insured or not where such loss is directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from Virus or Similar Mechanism or Hacking or Phishing or Denial of Service Attack

3) Excluded Property

This insurance does not cover any losses whatsoever directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from loss destruction or damage in respect of:

- i. any property located outside England, Wales and Scotland or in the territorial seas adjacent thereto as defined by the Territorial Seas Act 1987
- ii. any nuclear installation or nuclear reactor
- iii. any property which is specifically excluded elsewhere in this Policy
- iv. any property which is insured by or would but for the existence of this Policy be insured by any form of transit, aviation or marine policy

B. This Terrorism Section is also subject to the following terms and conditions:

- 1) In any action or other proceedings where **The Company** alleges that any **Damage** is not covered by this Terrorism Section the burden of proving that such damage is covered shall be upon **The Insured**
- 2) **The Companys** liability in respect of all losses arising out of any one occurrence and in the aggregate in any one period of insurance shall not exceed the limits as otherwise specified under this Policy
- 3) The insurance provided by this Terrorism Section is subject otherwise to all the terms definitions conditions and provisions of this policy

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