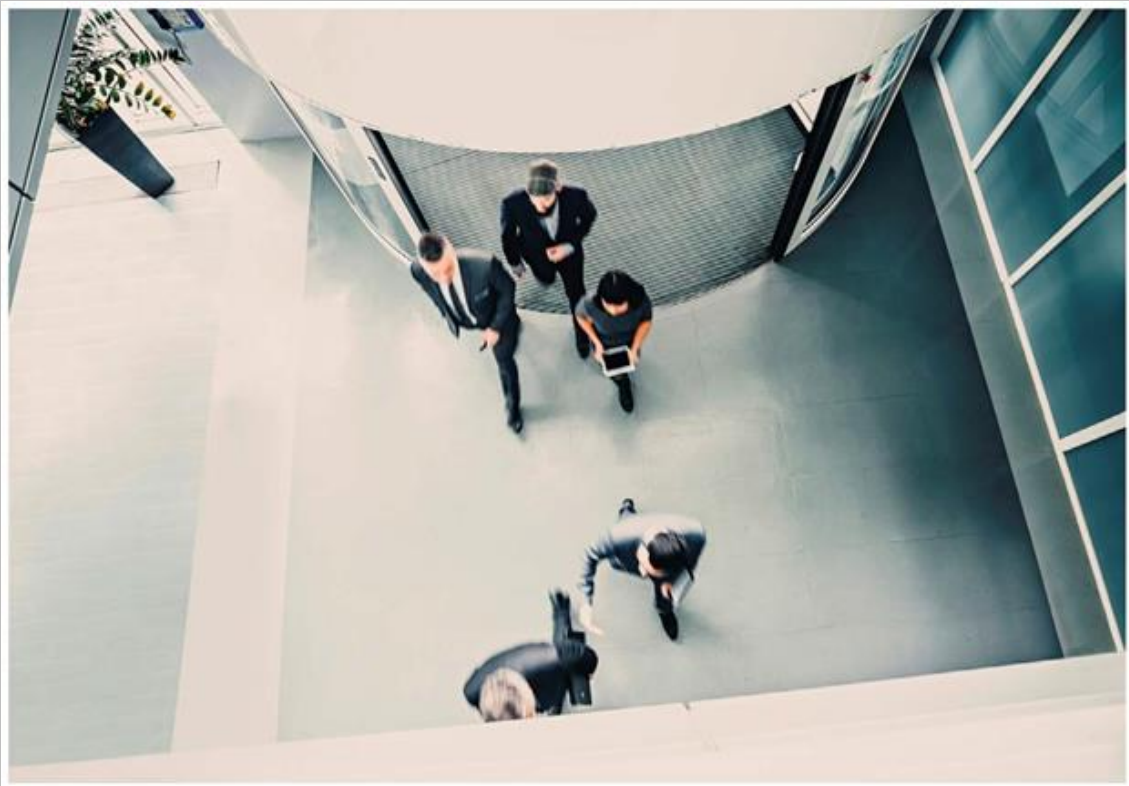




中国太平
CHINA TAIPING



Office Insurance Policy

Underwritten by
CHINA TAIPING INSURANCE (UK) CO LTD

INTRODUCTION

Thank **you** for choosing China Taiping Insurance (UK) Company Limited.

You are in good hands.

We are committed to delivering an excellent and sincere customer service so **we** can give **you** the peace of mind **you** deserve.

China Taiping Insurance (UK) Company Limited received its trading license in 1983 and commenced underwriting **business** on 1 October 1985 so **we** have over 30 years of experience in the UK market. **Our** parent **company**, China Taiping Insurance Company Limited, is a Chinese state-owned insurance **company** headquartered in Hong Kong.

We are authorised by the Prudential Regulation Authority (PRA) and Regulated by the Financial Conduct Authority (FCA) and Prudential Regulation Authority (PRA) in the UK to underwrite general insurance and reinsurance policies. Financial Services Register number: 202690.

China Taiping UK strictly adheres to the principals of prudent **business** underwriting and **we** transact **business** with the concept of 'Diligent Management and Sincere Service' in mind.

We have expert technical underwriters that fully understand **your** trade and **your** challenges as a **business** owner so **we** are confident that **we** can protect **your business** against the **insured** risks and give **you** the peace of mind **you** need.

We also have an excellent professionally trained in-house claims team who understand **your** needs and will diligently and sincerely listen to **you** so as to provide **you** with the best solutions to get **your business** back on track as soon as possible after a loss.

If **you** would like to find out more about **us** please visit **our** website at:

www.uk.cntaiping.com



Yamei Yang
Chief Executive

China Taiping Insurance (UK) Company Ltd
(Registered in England and Wales – Company Registration no: 1766035)

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YOUR POLICY AND INSURING CLAUSE

Your Policy

This Office Insurance Policy confirms the insurance cover agreed between **you** (the **insured**) and **us** (the **company**).

Your policy comprises several different parts, which must be read together as they form **your** contract of insurance with **us**. **We** advise **you** to read these carefully to ensure that all the details are correct and that they meet **your** requirements, and that **you** understand the terms, conditions and exclusions.

The **policy** comprises the **statement of fact**, this **policy** wording and the **schedule**.

Please ensure that **you** contact **your** insurance adviser, or **us**, (as appropriate) as soon as reasonably possible if **you** think that there are amendments to be made or new circumstances that would affect **your** insurance as stated in General Condition 7 (Duty of Fair Presentation) for more details.

For ease of reference, the procedures for notifying **us** of a claim under **your policy**, and the Conditions relating to all claims under **your policy**, are stated separately at the back of this **policy** document.

Insuring Clause

In consideration of **you** having paid, or agreed to pay, the premium required, the **company** will indemnify **you** in accordance with the cover detailed in those Sections shown as “operative” or where a **sum insured** or **limit of indemnity** is shown in the **schedule**, and occurring in connection with the **business** during the **period of insurance**, or any subsequent period for which the **company** agrees to accept payment of the premium.

Each Section of the **policy**, the **schedule** and any endorsements, together with the General **Policy** Definitions, Conditions, Exclusions and Extensions shall be read as one document.



Yamei Yang
Chief Executive

Signed on behalf of China Taiping Insurance (UK) Co Ltd
Registered Office: 2, Finch Lane, London EC3V 3NA
Authorised by the Prudential Regulation Authority and
Regulated by the Financial Conduct Authority and the Prudential Regulation Authority.
Financial Services Register number: 202690

CUSTOMER INFORMATION

We make every effort to deliver a high-quality service to **our** policyholders. If **you** have a complaint about **our** service, or about a claim, **we** operate a swift and effective complaints handling procedure.

1. **Your** complaint can be made orally or in writing, and on **your** behalf by a third party.
2. If **you** wish to make a complaint **you** should contact:

The Compliance Officer
China Taiping Insurance (UK) Company Limited, 2 Finch Lane,
London EC3V 3NA.
Tele: 0207 839 1888 or Fax 0207 621 1202
e-mail: compliance@uk.cntaiping.com

3. **Our** Compliance Officer will acknowledge the complaint. **We** aim to resolve **your** concerns in three working days but if **we** are unable to do so **we** will confirm to **you** that **we** have received **your** complaint within five working days and advise **you** of the person who will be dealing with the complaint, and when **you** can expect to receive a detailed response. The person dealing with the complaint will be a senior member of staff who was not directly involved in the matter which is the subject of the complaint. They will have the authority and experience to adequately address the complaint and explain the results of the investigation.
4. If **your** complaint should be more appropriately dealt with by another firm, **we** will ensure it is referred to them as soon as practicable and certainly no later than five **business** days of becoming satisfied that another firm is or may be responsible for the matters complained of. **We** will make this referral to the other firm in writing and advise **you** by way of a final response that the referral has been made and include the other firm's contact details.
5. **Your** complaint will be thoroughly investigated and **we** will respond to it as soon as possible. Within eight weeks **we** will provide a final response to **your** complaint in writing or, if it is not possible to respond within that time, **we** will inform **you** in writing within twenty **business** days, why **we** have been unable to resolve the complaint within that time, why **we** need more time to do so and when **you** can expect to receive **our** final response.
6. If **we** have not completed **our** investigation, within eight weeks after the complaint was made, **we** will write to **you** and explain why there is a further delay. **We** will also confirm when **we** expect to issue **our** final response and advise **you** that **you** may be eligible to refer the complaint to the Financial Ombudsman Service, if **you** are dissatisfied with the delay. Their address is:

Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London E14 9SR
Tel: 0800 023 4 567 from Landlines or 0300 123 9 123 from Mobile phones
(If **you** are calling from outside of United Kingdom: 0044 20 7964 0500)
Fax: 020 7964 1001
e-mail: complaint.info@financial-ombudsman.org.uk
Website: www.financial-ombudsman.org.uk

Where **you** are eligible to refer **your** complaint to the Financial Ombudsman Service **you** have this right to do so Free of Charge, but **you** must do so within six months of the date of **our** Final Response. If **you** do not refer **your** complaint in time, the Ombudsman will not have **our** permission to consider **your** complaint and so will only be able to do so in very limited circumstances. For example, if it believes that the delay was as a result of exceptional circumstances.

YOUR RIGHT TO CANCEL

COOLING-OFF PERIOD

If **you** are a 'consumer' (deemed to be: an individual entering into an insurance contract wholly or mainly for purposes unrelated to his or her trade, **business** or profession or a micro-enterprise being an enterprise employing less than 10 persons and a turnover or annual balance sheet that does not exceed 2 million), **you** have the right to cancel this insurance **policy** within 14 days of receiving the **policy** documentation and receive a full refund of any premium paid, provided that there have been no claims either paid, reported or outstanding. For the purposes of this cancellation clause, it will be deemed that **you** will have received the **policy** document upon the day following the date it was posted to **you** by first class post.

If **you** do cancel this insurance within the initial 14 day period, then no cover will have been in place from the date of inception, as specified in the **schedule**, and no liability whatsoever shall attach to the **company** in respect of the **policy**.

OTHER THAN DURING THE "COOLING-OFF PERIOD"

If **you** are not a "consumer", or are a "consumer" who does not exercise their right of cancellation within the initial 14 day period, this insurance **policy** will automatically come into force from the inception date specified in the **schedule**. **You** will remain liable to pay the full annual premium.

Following the expiry of the initial 14 day period, this insurance **policy** may be cancelled at any time at **your** written request. Provided that there have not been any claims paid, reported or outstanding, **we** will refund a pro rata proportion of the annual premium payable, less an appropriate administration charge. Should a claim, or potential claim have been paid, reported or be outstanding, then there may not be any return of premium. *To exercise your right to cancel, contact the broker who arranged this cover for you.*

CANCELLATION IF YOU PAY VIA DIRECT DEBIT

If **your policy** is cancelled mid-term, **we** will calculate the return premium on a monthly pro rata basis and **we** will not return the premium already collected in past instalments. If **you** cancel **your** Direct Debit during the **period of insurance** without asking **us** to cancel the **policy** at the same time, **we** will send **you** a Notification of Cancellation of Direct Debit, where **we** will specify the remaining premium to be collected, in a lumpsum, and **you** will be obliged to make the payment of the remaining balance within 7 days of the notice in order to keep the **policy** in force. If **you** still fail to make the payment, this **policy** will be cancelled with effect from the date of the premium default.

THE LAW THAT GOVERNS THIS POLICY AND JURISDICTION

The parties to this contract are free to choose the law applicable to the contract. Unless specifically agreed to the contrary, this insurance **policy** shall be subject to the law governing England and Wales.

The indemnity provided by this **policy** shall apply only to judgements against **you** in the Courts of Law of England and Wales, Scotland, Northern Ireland, the Isle of Man and the Channel Islands; and not to judgements obtained elsewhere, nor to Judgements or orders obtained in the said courts for enforcement of foreign judgements whether by way of reciprocal agreements or otherwise.

The premium for this **policy** has been calculated accordingly and no consideration has been paid in respect of sums payable under any other law or the jurisdiction of any other courts.

THE LAW THAT GOVERNS THE INTERPRETATION OF THIS POLICY

All disputes concerning the interpretation of this **policy** are understood and agreed by both **you** and **us** to be subject to English Law. Each party agrees to submit to the jurisdiction of any court of competent jurisdiction

within England and to comply with all requirements necessary to give such court jurisdiction. All matters arising hereunder shall be determined in accordance with the law and practice of such court.

This **policy** should be read carefully and if it is incorrect return it immediately to **your** insurance broker for alteration.

This **policy** should be kept in a safe place – **you** may need to refer to it if **you** have to make a claim. It is recommended that **you** to retain details of **your** Employers' Liability insurance and certificates for at least 60 years.

GENERAL DEFINITIONS AND INTERPRETATIONS

Any word or phrase specified hereunder to which a meaning is given has the same meaning wherever it appears in this **policy** or any **schedule endorsement** or notice attached or issued by the **company** unless specifically amended by any documentation issued by the **company**. For ease of interpretation such words are printed in bold font. In the **policy schedule** these words will have a capital initial letter only.

Words importing any gender shall include all genders, and words or phrases expressed in the singular context shall also mean the plural and vice versa.

Act of Terrorism

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

Business

means **your business** activities, as described in the **policy schedule** including

- (1) the ownership (including maintenance) of buildings specifically **insured** by this **policy**
- (2) the provision and management of canteen social sports and welfare facilities for **your** employees
- (3) first aid, and **your** private fire and ambulance services if provided
- (4) private work carried out with **your** consent for **you** or any of **your** directors, partners or other senior officials of **your business** by any of **your** employees within the **geographical limits**

Business Hours

means the usual hours of **your business** and all hours during which **you** or **your** directors partners or employees entrusted with **money** are on the **premises** for the purpose of **your business**

Company/our/us/we

means China Taiping Insurance (UK) Co Limited

Costs and Expenses

means

- (1) all **costs and expenses** recoverable by any claimant from **you**
- (2) the **costs and expenses** incurred with the written consent of the **company** for
 - a) representation at any Coroner's Inquest or Inquiry in respect of any death
 - b) the defence of proceedings in any court brought against **you** in respect of breach or alleged breach of statutory duty resulting in **injury**
- (3) all other **costs and expenses** of litigation incurred with the written consent of the **company** relating to an occurrence which may give rise to indemnity

Computer Systems

means any computer hardware software communications system electronic device (including but not limited to smart phone laptop tablet wearable device) server cloud or microcontroller including any similar system or

any configuration of the aforementioned and including any associated input output **data** storage device networking equipment or back up facility owned operated by or held in trust by **you**

Customers Accounts

means all the credit accounts of **your business**

Damage

means physical loss destruction or **damage**

Data

means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by **computer systems**

Employee

means

- (1) any person under a contract of service or apprenticeship with **you**
- (2) any person hired or borrowed by **you** in the course of their contract of service or apprenticeship with another employer
- (3) any person under a government or other authorised work experience or youth training or similar scheme
- (4) any self-employed person
- (5) any labour master or labour only sub-contractor or person supplied by any of them whilst engaged in working for the **insured** in connection with the **business**
- (6) any voluntary worker

Endorsement

means any additional terms relating to the insurance provided by this **policy** which are

- (1) not within the **policy** but attached to any **schedule** issued by the **company**; or
- (2) within the **policy** and stated in the **policy schedule** as applying to this **policy**

Excess

means amount stated herein, or shown in the **schedule** to any Section of this **policy** being the amount of each and every claim which is not covered and for which **you** are considered to be **your own insurer**

Geographical Limits

means United Kingdom

Glass

means fixed plain plate or sheet **glass** of ordinary glazing quality, wired **glass** and mirrors

Injury

means death bodily **injury** illness disease or shock

Insured / You / Your

means person(s) and/or company(ies) named in the **policy schedule**

Insured Person

means any of **your** principals, directors, partners or employees.

Limit of Indemnity

means the **company's** maximum liability arising out of one occurrence or series of occurrences arising from the one originating cause, irrespective of the number of claimants or claims made against **you** or by **you**

Money

means

- (1) cash, bank and currency notes
- (2) crossed and uncrossed (where applicable)
 - a) bankers drafts
 - b) national giro drafts and payment orders
 - c) postal and **money** orders
 - d) dividend warrants
 - e) cheques (other than pre-signed blank cheques)
- (3) travellers cheques
- (4) national savings stamps and certificates
- (5) bus and rail travel cards and passes
- (6) telephone cards
- (7) current postage stamps and unused postal franking machine units
- (8) luncheon vouchers
- (9) gift tokens
- (10) trading stamps
- (11) national insurance stamps and stamped or impressed national insurance cards
- (12) holiday with pay stamps
- (13) premium bonds
- (14) VAT purchase invoices
- (15) credit card cheque card and debit card sales vouchers
- (16) savings stamps
- (17) consumer redemption vouchers

Period of insurance

means the dates stated in the **schedule** during which the insurance provided by this **policy** is in force and of effect, together with any subsequent period for which premium payment is made by **you** and is accepted by the **company**

Policy

means **policy** wording together with all schedules endorsements and notices attached or issued by the **company**

Pollution

means

- (1) **pollution** or contamination by naturally occurring or man-made substances forces or organisms or any combination of them whether permanent or transitory and however occurring and
- (2) all **damage** or **injury** directly or indirectly caused by such **pollution** or contamination

Premises

means address(es) as stated in the **schedule** which **you** own or occupy for the purposes of the **business**, or for which they are legally responsible and to which the insurance provided by this **policy** applies; except as otherwise endorsed

Products

means any commodity or article (including containers labelling instructions or advice provided in connection therewith) manufactured sold supplied repaired serviced tested financed constructed installed or processed by, or on **your** behalf within the **geographical limits** in connection with the **business**

Sanitaryware

means lavatory pans wash-basins cisterns and other **sanitaryware** at the **premises** for which **you** are responsible

Schedule

means most current **schedule** issued to **you** by the **company**

Specified perils

means fire, lightning, explosion, aircraft or other aerial devices or articles falling from them; riot and/or civil commotion including strikers or locked-out workers or persons taking part in labour disturbances; malicious persons; earthquake; storm; flood; escape of water from any tank apparatus or pipe or sprinkler installation; leakage of oil from any fixed domestic heating installation; impact by any mechanically propelled vehicle or rail rolling stock or animal; or subsidence ground heave or landslip

Statement of Fact

means an application, proposal form or declaration made by **you** to the **company** that provides full details of the risks to be **insured**, and of any other and previous insurance history, or other related circumstances or information, that pertains to this contract

Sum Insured

means the maximum amount the **company** will pay for each item **insured** under any Section

Unoccupied

means any **premises** or part of any **premises** which is empty or not in use by **you** or any tenant of yours for more than 30 consecutive days

GENERAL EXCLUSIONS

(1) GENERAL

The following Exclusions apply to all Sections of **your policy** except Section 4 – Employers' Liability
This **policy** does not cover any loss destruction **damage** consequential loss or liability directly or indirectly caused by or contributed to by or arising from

- a) Radioactive Contamination
 - i. ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - ii. the radioactive toxic explosive or other hazardous or contaminating properties of any nuclear installation reactor or other nuclear assembly or nuclear component thereof
 - iii. any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
- b) Pressure Waves
pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds
- c) **Pollution**
as defined in the General Definitions and Interpretations other than **pollution** resulting in **damage** to property **insured** by this **policy** or interruption of or interference with the **business** not otherwise excluded, caused by one of the following **specified perils**:-
Fire explosion aircraft earthquake riot malicious persons storm or flood escape of water impact sprinkler leakage theft or subsidence

(2) WAR

This **policy** does not cover any claim hereunder of whatsoever nature directly or indirectly occasioned by or happening through or in consequence of:

- a) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to popular rising, military rising, insurrection, rebellion, revolution, military or usurped power, martial law, confiscation, nationalisation or requisition or destruction of or **damage** to property by or under the order of any Government or public or local authority **act of terrorism** or any action taken in controlling preventing suppressing or in any way relating to any of the above
- b) riot civil commotion and (except in respect of **damage** by fire or explosion) strikers locked out workers or persons taking part in labour disturbances or malicious persons in Northern Ireland other than in respect of the insurance provided by Section 4 – Employers Liability and Section 5 – Public Liability.

In any action suit or other proceedings where the **company** allege that by reason of the **policy** Definition **act of terrorism** any claim hereunder is not covered by this **policy** the burden of proving that such claim hereunder is covered shall be upon the **insured**

This Exclusion shall apply to all Sections of this **policy** other than Section 4 - Employers Liability to the extent that it is necessary to comply with the minimum requirements of the law in the United Kingdom of Great Britain and Northern Ireland including the Channel Islands and the Isle of Man relating to compulsory insurance of liability to employees and provided that the maximum **Limit of Indemnity** for any one claim or series of claims arising from one source or original cause shall not exceed £5,000,000.

(3) DATE RECOGNITION FAILURE

This **policy** does not cover

- a) **damage**
- b) interruption of or interference with the **business**
- c) legal liability other than Employers' Liability
- d) **costs and expenses** other than in connection with Employers' Liability
- e) legal expenses

directly or indirectly caused by or consisting of or arising from the failure of any **computer systems** whether **your** property or not, to:-

- a) correctly recognise any date as its true calendar date
- b) correctly capture save retain and/or correctly manipulate interpret or process any **data** or information or command or instruction as a result of treating any date otherwise than as its true calendar date
- c) correctly capture save retain or process any **data** as a result of the operation of any command which causes the loss of **data** or the inability correctly to capture save retain or process such **data**

(4) COMMUNICABLE DISEASE EXCLUSION

Notwithstanding any provision to the contrary this **policy** excludes any actual or alleged **damage**, legal liability, **injury, costs and expenses** - including but not limited to any cost to clean up, detoxify, remove, monitor or test - and any other sum of any nature whatsoever directly or indirectly caused by, contributed to by, resulting from, originated by, attributable to or occurring concurrently with a communicable disease or the fear or threat (whether actual or perceived) thereof.

The presence of a person or persons at the **premises** that is/are possibly or actually infected with a communicable disease shall not constitute **damage**, whether physical or otherwise, or give rise to **your** legal liability or any costs of expenses in any way.

For the purpose of this Exclusion, a communicable disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- a) the substance or agent includes but is not limited to a virus bacterium parasite or other organism or any variation thereof whether deemed living or not and
- b) the method of transmission includes but is not limited to airborne transmission bodily fluid transmission from or to any surface or object solid liquid or gas or between organisms and
- c) the disease substance or agent can cause or threaten **damage injury** or illness to human health or human welfare or can cause or threaten **damage** to deterioration of loss of value of marketability of or loss of use of property

Provided that:

- a) where **we** are alleging that this exclusion applies then the burden in proving to the contrary lies with **you**;
- b) this exclusion applies to all sections of this **policy** except those (where available and **insured**) noted below:
 - i. Section 4 Employers' Liability; but any circumstance where compulsory insurance of liability to any **employee** is required by statute but the **limit of indemnity** shall be reduced to the minimum amount as required by law;
 - ii. Extension (3) c) under Section 2 **Business** Interruption.

(5) CYBER EXCLUSION

This **policy** excludes any **damage** consequential loss theft by **employee** liability claim cost expense of whatsoever nature directly or indirectly caused by contributed to by resulting from arising out of or in connection with:

- a) a **cyber loss**
- b) any loss of use reduction in functionality erasure corruption alteration repair replacement restoration research engineering or reproduction of any **data** including any amount pertaining to the value of such **data** regardless of any other cause or event contributing concurrently to or in any sequence to.

Provided that this exclusion applies to all sections of this **policy** except Section 4 – Employers Liability.

Notwithstanding a) and b) above, this **policy** covers the cost to repair or replace a **computer system** including any consequential loss following **damage insured** under this **policy** directly occasioned by or resulting from fire, explosion, lightning, theft or attempted theft, accidental **damage**, escape of water, vehicle or aircraft impact, earthquake, falling objects, windstorm, flood and hail and breakdown.

For the purpose of this Exclusion:

Cyber loss means any **cyber act** or **cyber incident** including but not limited to any action taken in controlling preventing suppressing or remediating any **cyber act** or **cyber incident**

Cyber act means:

- a) one or a series of unauthorised malicious or criminal acts or instructions regardless of time and place or the threat or hoax thereof involving access to processing of transmission of use of or operation of any **data** and/or **computer system**
- b) the transmission or impact of any virus, meaning a corrupting instruction that propagates itself via a **computer system** or network

Cyber incident means:

Any misuse, error or omission or series of related errors or omissions involving:

- a) access to processing of use of or operation or availability of any **data** and/or **computer system** or any reductions in the functionality of or partial or total unavailability or failure or series of related partial or total unavailability or failures to access process use or operate any **computer system**
- b) any use of electronic networks including but not limited to the internet and private networks intranets extranets electronic mail worldwide web social media and similar medium carried out by **you** or by any person, partnership firm or **company** acting for **you** or on **your** behalf

GENERAL CONDITIONS

The following Conditions apply to all Sections of this **policy** and **you** must comply with them or this **policy** may not be in force

(1) ARBITRATION

If the **company** accepts liability for a claim under this **policy** but there is a dispute in respect of the amount to be paid the dispute will be referred to an arbitrator appointed in accordance with the relevant law in force at the time

In these circumstances the arbitrator's award must be made before there is any right of action against the **company**

(2) AVERAGE

If the value of the property covered by this **policy** shall, at the time of **damage**, be greater than its **sum insured**, **you** shall only be entitled to recover such proportion of **your** claim as the **sum insured** bears to the total value of the said property.

(3) CANCELLATION

The **company** may cancel this **policy** by sending 30 days' notice by recorded delivery letter to **you** at **your** last known address, unless **our** reason for cancellation is deliberate or reckless misrepresentation on **your** part. Otherwise, notice will be deemed to be on the date of delivery if the notice is delivered by hand, or 2 working days after posting if notice is sent by post or courier.

If **we** cancel because of deliberate or reckless misrepresentation, then **your policy** will be cancelled with immediate effect.

If **we** cancel **your policy** and **you** have not made a claim, **you** will be entitled to a refund of any premium paid for any unexpired **period of insurance** for which **you** have paid. However, if **we** cancel **your policy** because of deliberate or reckless misrepresentation, then **we** will not refund any premium.

Where a claim has been made during the current **period of insurance** the full annual premium will still be payable despite cancellation of cover and **we** reserve the right to deduct this from any claim payment.

(4) CONDITIONS PRECEDENT TO LIABILITY

We shall not be liable for any claim where **you** haven't complied with any part of any condition to which payment of a claim is subject (a condition precedent) to except for when the concerned condition:

- a) relates to a particular **premises** only, **we** will pay for a claim arising out of an event occurring at **premises** which are not specified in any conditions precedent to liability;
- b) relates to a particular time only, **we** will pay for a claim arising out of an event if **you** can prove, on the balance of probabilities, that **your** non-compliance with such condition precedent to liability did not cause or contribute to the loss, **damage** or **injury** occurred in the circumstances in which it occurred;
- c) relates and aims at reducing particular types of **injury**, liability, loss or **damage** only, **we** will pay for a claim arising out of an event if **you** can prove, on the balance of probabilities, that **your** non-compliance with such condition precedent to liability did not cause or contribute to the loss, **damage** or **injury** in the circumstances in which it occurred.

(5) CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

A person or **company** who was not 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 Condition does not affect any right or remedy of a third party which exists or is available other than by virtue of this Act 1999.

(6) GENERAL DATA PROTECTION REGULATION

It is agreed by the **insured** that any information provided to the **company** regarding the **insured** for the purpose of accepting insurance and handling any claims may if necessary be divulged to third parties provided that it will be processed by the **company** in compliance with the provisions of the General Data Protection Regulation.

(7) DUTY OF FAIR PRESENTATION

You must make a fair presentation of the risk to the **company** at inception, renewal and variation of the **policy**.

- a) In the absence of such fair presentation, the **company** may avoid the **policy** and refuse to pay any claims where any failure to make a fair presentation is:
 - i. deliberate or reckless; or
 - ii. of such other nature that, if **you** had made a fair presentation, the **company** would not have underwritten the riskthe **company** will return the premium paid by **you** unless the failure to make a fair presentation is a deliberate or reckless
- b) If the **company** would have issued the **policy** on different terms had **you** made a fair presentation, the **company** will not avoid the **policy** (except where the failure is deliberate or reckless) but the **company** may instead: -
 - i. reduce proportionately the amount paid or payable on any claim, the proportion for which the **company** is liable being calculated by comparing the premium actually charged as a percentage of the premium that the **company** would have charged had **you** made a fair presentation; and / or
 - ii. treat the **policy** as if it had included such additional terms (other than those requiring payment of premium) as the **company** would have imposed had **you** made a fair presentation

For the purpose of this Condition reference to: -

- a) 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);
- b) refunds of premium should be treated as refunds of premium back to the inception date, renewal date or variation date as the context requires;
- c) issuing a **policy** should be treated as references to issuing the **policy** at inception, renewal or varying the **policy** as the context requires.

(8) EFFECT OF CLAIMS ON SUMS INSURED

Except where otherwise provided for under any Section of this **policy**

- a) the sums **insured** in this **policy** will be reduced until expiry of the **period of insurance** by the amount of any loss destruction **damage** interruption or interference with the **business**
- b) if any **sum insured** is subject to the Condition of Average and further claims arise before expiry of the **period of insurance** the application of such Condition of Average may have the effect of increasing the proportion of the loss which **you** will have to bear
- c) on request and if not otherwise provided for under any Section of this **policy** following a claim the **company** will consider reinstating the original sums **insured** subject to any additional premium revised terms and further precautions that may be necessary

(9) EMPLOYERS LIABILITY TRACING OFFICE

By entering into this insurance **policy you** will be deemed to specifically consent to use of **your insurance policy data** in the following way and for the following purposes.

- a) Certain information relating to **your insurance policy** including without limitation
 - i. the **policy** number(s);
 - ii. employers' names and addresses (including subsidiaries and any relevant changes of name)
 - iii. dates of cover
 - iv. employers' reference numbers provided by Her Majesty's Revenue and Customs;
 - v. Companies House reference numbers (if relevant) will be provided to the Employers Liability Tracing Office (ELTO) and added to the electronic database.
- b) This information will be made available by the **company** to ELTO in a specified and readily accessible form as required by the Employers Liability Insurance Disclosure by **Company Instrument 2011**. This information will be subject to regular periodic updating and certification and will be audited on an annual basis.
- c) The database will assist past and present employees who have suffered an employment related **injury** or disease, arising out of and during the course of their employment in the UK; for employers who are carrying on, or who carried on **business** in the UK, and who are covered by the employers' liability insurance of their employers (the "claimants"), to:
 - i. identify which **company(ies)** provided employers' liability cover during the relevant periods of employment; and
 - ii. identify the relevant employers' liability insurance policies.

(10) FRAUDULENT CLAIMS

If **you** or anyone acting on **your** behalf makes any false, deliberately caused, exaggerated or fraudulent claim or makes use of false or fraudulent documents, statements to support a claim (regardless of whether or not the claim itself is genuine), **we** will:

- a) refuse to pay the whole of the claim; and
- b) recover from **you** any sums that **we** already paid in respect of the claim.

We may also notify **you** that **we** will be treating the **policy** as having terminated with effect from the date of the earliest of any of the acts set out above and **you** will not be entitled to any refund of premium.

(11) INSTALMENTS

If the premium for 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 this **policy** shall be forfeited from the date when such instalment was due.

(12) MATERIAL ALTERATION

You must notify the **company** as soon as possible if there is any alteration in **your** ownership in or to the **business** at the **premises** including but not limited to:

- a) **your business** being wound up or carried on by a liquidator or receiver;
- b) changes in the facts as set out in the **statement of facts** and declared to **us** at inception, renewal or variation of the **policy**, which materially increases the risk of **injury** or **damage**
- c) where **your** interest in the property as described in the **schedule** ceases other than by death;
- d) in respect of subsidence if applicable, where any construction, demolition or excavation work is being carried out on adjoining sites.

Upon notification to **us** of such alteration, **we** may at **our** discretion:

- a) continue cover on the same terms;
- b) impose additional terms or restrict cover where relevant;
- c) alter the premium;
- d) cancel this **policy**

If **you** fail to notify **us** of any such alteration, **we** may:

- a) treat this **policy** as if it had included such terms (other than relating to premium) that **we** would have applied had **we** known about the alteration from the date of such alteration in risk;
- b) treat this **policy** as terminated from the date of such alteration had **we** cancelled this **policy** if **we** had known of the alteration and **we** will also return a proportionate amount of premium for the unexpired **period of insurance**;
- c) reduce proportionally the settlement on any claim, the proportion for which is derived by comparing the premium **we** would have charged had **we** known about such alteration with the premium **we** actually charged.

(13) OTHER INSURANCE

If at the time of any **injury** or **damage** there be any other insurance

- a) covering the whole or part of such **injury** or **damage** whether effected by **you** or not then the **company** shall not be liable to pay or contribute more than their rateable proportion of the total payment made for such **injury** or **damage**
- b) on any of the property covered herein either alone or together with any other property which shall be subject to the Condition of Average or is limited in respect of the value of any article or the total amount is divided in respect of said property, then this **policy** may at the option of the **company** be held to contain the same Condition of Average, limit of value and division of amount, on a pro rata basis
- c) which more specifically insures property covered herein this **policy** will not apply except in respect of any amount over and above that recoverable under such more specific insurance

This Condition does not apply to any Personal Accident benefit provided under this **policy** in respect of death or **injury** to any **insured person**.

(14) PRECAUTIONS

You must

- a) take all reasonable precautions to safeguard any property covered by this **policy** against **damage** and to prevent **injury** or loss or destruction of or **damage** to other property
- b) exercise reasonable care in the selection and supervision of **your** employees
- c) take all reasonable steps to comply with all statutory and other obligations and regulations imposed by any authority
- d) maintain the **premises** and all other property covered in a sound condition

(15) PREMIUM ADJUSTMENT

If any part of the premium is calculated on estimates **you** shall keep an accurate record containing all relevant particulars and shall at any time allow the **company** to inspect such record. **You** shall within 1 month after the expiry of each **period of insurance** supply particulars and information as the **company** may require and the premium for such period shall be adjusted subject to any minimum premium.

(16)RECOVERY OF LOST OR STOLEN PROPERTY

If any lost or stolen property which is the subject of a claim under this **policy** is recovered **you** must inform the **company** as soon as reasonably possible by recorded delivery letter. If the property is recovered before the payment of the claim for loss of that property **you** must reclaim such property and the **company** will then indemnify **you** under the terms of this **policy** for any **damage** sustained to such property.

If the property is recovered after payment of the claim for loss of that property the property will then belong to the **company** but **you** will have the option of retaining the property and refunding to the **company** any claim payment the **company** have made for the property subject to any appropriate adjustment for **damage** to the property.

(17)SANCTIONS

The **company** shall not provide any benefit under this **policy** to the extent that such cover or claim payment would expose **us** to any sanction, prohibition or restriction under the trade or economic sanctions, laws and regulations of the United Kingdom, European Union or United States of America or under the United Nations resolutions.

(18)TAX

In addition to the premium **you** will pay to the **company** any tax due on the premium which **we** are required to collect will be incorporated in accordance with current legislation.

(19)WORKMEN AND ALTERATION TO THE PREMISES OR BUSINESS

Workmen and tradesmen are allowed in or about the **premises** for maintenance purposes and for undertaking minor repairs and alterations without affecting this insurance. However, the **company** will not be liable in respect of **damage** arising from work involving:-

- a) any work under a contract for extension, maintenance, refurbishment or repair where the value of the contract exceeds £100,000
- b) the nature of the contract terms, require the contractor(s) to be noted as a "joint **insured**" in respect of the existing buildings and / or the contents thereof
- c) the contract works involve the application of heat by welding or cutting equipment or the use of hot tar or bitumen roofing processes.

unless **you** have notified the **company** prior to the commencement of such works, and the **company** has agreed to provide cover accordingly and any amendment to existing premium, terms or conditions of cover, are accepted.

POLICY ENDORSEMENTS

The following Endorsements apply to this **policy**:-

(1) Automatic Reinstatement of Sum Insured

In the absence of written notice by the **insured** or the **company** to the contrary within 30 days of the occurrence of any **damage** the sums **insured** by this **policy** shall not be reduced by the amount of any loss, and the **insured** shall pay the appropriate premium for such automatic reinstatement of cover provided that

- a) the **insured** shall carry out any reasonable recommendations put forward by the **company** to prevent further loss
- b) in respect of **damage** by theft (if **insured**) the automatic reinstatement shall apply on the first occasion only in each **period of insurance**

(2) Intruder Alarm Condition

Where the **company** requires that the **premises** are protected by an Intruder Alarm System whenever left unattended, it is a condition precedent to the liability of the **company** in respect of **damage** following entry or exit by forcible and violent means to the **premises** that in respect of the Intruder Alarm System:-

- a) it is installed in accordance with the specification prepared by the intruder alarm **company** and where applicable agreed by the **company**
- b) is subject to a maintenance contract being in force during the **period of insurance** with the installing contractor or such other contractor as is agreed in writing by the **company**
- c) the **premises** are not left unattended unless
 - i. the Intruder Alarm is set in its entirety and
 - ii. the Intruder Alarm (including any remote signalling device) is in full and effective working order
- d) no alteration or variation to the Intruder Alarm or any structural alteration to the **premises** which would affect the Intruder Alarm System shall be made without prior agreement of the **company**
- e) the **company** are notified immediately and in writing if
 - i. **you** receive a written notification from the police or the **company** responsible for monitoring the Intruder Alarm that they are or may be withdrawing response to alarm calls
 - ii. **you** are notified by the telecommunications **company** responsible for the provision of the monitoring line that they are or may be disconnecting the monitoring line or equipment
 - iii. **you** are required to abate a nuisance under the Code of Practice on Noise from Audible Intruder Alarms 1983 or by the police force issued by the Chief Constable of Policewhereupon the **company** shall have the right to amend terms or vary or withdraw cover
- f) whereupon the **company** shall have the right to amend terms or vary or withdraw cover any keys to the Intruder Alarm System are removed from the **premises** when the **premises** are left unattended or closed for **business**

Intruder Alarm shall be deemed to include all lines and equipment used to transmit the signals to and from the **premises**.

The **premises** will not be deemed to be attended when supervised only by security staff unless details of such arrangements have been notified to **company** and accepted by them in writing.

(3) Minimum Security Condition

It is a condition precedent to the liability of the **company** in respect of **damage** arising from fire, theft or malicious **damage**, that **you** shall have in place, in full working order and put into effective operation whenever

the **premises** are closed for **business**, or left unattended, the following minimum level of security or such as is specified in the **schedule**:

- a) all external doors at the **premises** and any internal doors which give access to any part of the building not occupied by **you** must be of solid construction and fitted with a mortise deadlock conforming to British Standard 3621.
Where the doors are double leaf in addition to the said mortise deadlock the first closing leaf must be fitted with internal flush or mortise rack bolts at the top and bottom of the leaf.
Any outward opening doors should in addition to the above have each hinge fitted with a hinge bolt.
- b) all accessible opening windows fanlights and skylights including those accessible from decks, roofs fire escapes or downpipes must be fitted with key operated window locks except those opening windows protected by solid steel bars grilles expanded metal or weld mesh.
- c) If the external door is non-timber the following applies:
 - i. if Aluminium Door, this should be fitted with a cylinder mortise deadlock
 - ii. if Non-Timber & Non-Aluminium, this should be fitted with a key operated multi point locking device.
- d) the above requirements shall not apply to any door or window designated as a "fire exit" by any person who is legally responsible for fire safety at the **premises** under current Fire Safety legislation. Any such doors or windows must however be fitted with a proprietary emergency escape mechanism.

(4) Survey Condition

- a) As part of this insurance contract the **company** reserves the right to undertake an insurance risks survey of the **premises** at any time prior to or during the currency of this **policy** cover and **you** must allow the **company** access to the **premises** and/or related risks to carry out such survey(s).
- b) following the survey(s) any Risk Improvement Requirements will be notified to **you** with details of the date by which each Requirement must be completed.
- c) if any such Requirement is not completed within the stated timescale then the **company** may opt to:
 - i. modify the **policy** premium; or
 - ii. issue a mid-term amendment to **your policy** or Section and change **your** terms and conditions; or
 - iii. require **you** to make alterations to the **premises insured** by the deadline date; or
 - iv. exercise the **company's** right to cancel the **policy**; or
 - v. leave the **policy** or Section terms and conditions and the premium unaltered
- d) the **company's** requirements and decisions will take effect from the date(s) specified unless and until the **company** agrees otherwise in writing. If **you** disagree with the **company's** Requirements and/or decisions the **company** will consider **your** comments and where the **company** considers appropriate will continue to negotiate with **you** to resolve the matter to **your** and the **company's** satisfaction.

(5) Unoccupied Buildings Condition

It is a condition precedent to the liability of the **company** in respect of **damage** under Sections 1 (Contents) and Section 8 (Buildings) that in respect of any **unoccupied premises insured** by this **policy** that the following measures are taken to mitigate the risk of **damage** to the **premises**:-

- a) all combustible waste materials and refuse be removed from the **premises** and not permitted to accumulate therein;
- b) all mains utility services to be isolated at the point of entry feed to the buildings (except for electricity supply to security or fire alarms and water supply to any sprinkler installation) and the water apparatus (other than sprinklers) drained down;
- c) all security locks and other devices and any Intruder Alarm System must be put into effective operation;
- d) the **premises** must be inspected at least once every week, by the **insured** or a responsible person acting on their behalf, to ensure that the **premises** remain in good order, and that security has not breached. Any problems or breaches of security measures discovered must be rectified immediately.

SECTION 1 - CONTENTS

INSURING CLAUSE

If any property suffers accidental **damage** during the **period of insurance** by a cause that is not excluded hereunder, occurring at the **premises** of the **insured** within the **geographical limits**, or elsewhere as provided for by the **policy** terms, conditions and extensions; the **company** will pay to **you** an amount calculated in accordance with the Basis of Payment, or at their option will reinstate or replace **your** property or any part of it which is lost destroyed or **damaged**. Provided that their liability under this Section does not exceed:-

- (1) the **sum insured** for each Item,
- (2) in total, the total **sum insured**

stated in the **schedule** applicable to this Section

DEFINITIONS TO THE CONTENTS SECTION

NB For the purpose of determining where necessary the definition within which any property is **insured** the **company** agree to accept the designation under which such property has been entered in **your** books

Property

means Item(s) of property described in the **schedule** applicable to this Section including those defined below

PROPERTY DEFINITIONS

Tenants improvements

means tenants improvements, interior decorations and landlords fixtures and fitting being the property of the **insured** or for which the **insured** are responsible under lease arrangements

Trade contents

means machinery, plant, shop front (excluding **glass**), fixtures and fittings, and all other contents (other than computer system, tenants improvements and valuable papers and records) all belonging to the **insured** or held by the **insured** for which they are legally responsible; but excluding:-

- (1) any amount in **excess** of:-
 - a) £10,000 for trade samples or trade stock
 - b) £10,000 for any item of antiquity, artwork, china, glasswork, objet d'art or porcelain
 - c) £1,000 for wines and spirits
 - d) £1,000 for camera or survey equipment
 - e) £10,000 in respect of prescription drugs, medicines or medical supplies
- (2) any currency or jewellery unless otherwise stated in the **schedule**

Valuable papers and records

means the costs of clerical time, computer time, research and stationery in order to recreate blueprints, deeds, designs, drawings, manuscripts, models, patterns, plans and other documents belonging to the **insured** or for which the **insured** are legally responsible in connection with the **business**; but excluding:-

- (1) the value of the information or **data** contained therein;
- (2) records of **customers accounts**
- (3) any amount in **excess** of £1,000 for any single document, disc or tape;
- (4) any costs that are incurred after 36 months of the **damage**

EXCLUSIONS TO THE CONTENTS SECTION

This Section does not cover

(1) Corrosion or change in temperature

damage caused by or consisting of

- a) corrosion rust wet or dry rot shrinkage evaporation contamination loss of weight dampness dryness marring scratching denting vermin or insects
- b) change in temperature colour flavour texture or finish but the following is covered under this Section
 - i. such **damage** not excluded elsewhere in this Section or **policy** which itself results from any specified peril;
 - ii. subsequent **damage** which itself results from a cause not excluded elsewhere in this Section or **policy**

(2) Disappearance or deception

- a) unexplained disappearance, shortages discovered during stock-taking or inventory, misfiling or misplacing or due to error or omission;
- b) the voluntary parting with title or possession of any property **insured** if induced by any fraudulent scheme trick device or false pretence

(3) Excess

unless otherwise stated in the **schedule**

- a) the first £1,000 of each and every claim in respect of **damage** caused by subsidence, ground heave or landslip;
- b) the first £500 in respect **damage** by theft not involving forcible and violent entry to or exit from the **premises**
- c) the first £100 in respect of **damage** to Personal Effects, mobile telephones and p.d.a.'s
- d) the first £250 of all other claims

(4) Excluded Property

- a) **damage** to property consisting of
 - i. precious metals (not forming part of jewellery), bullion, explosives or contraband
 - ii. property in transit
 - iii. **money** bonds credit cards or securities of any description
- b) unless specifically stated as **insured** in the **schedule** applicable to this Section
 - i. vehicles licensed for road use (and accessories on them) caravans trailers railway stock watercraft or aircraft
 - ii. property or structures in course of construction or erection and materials or supplies in connection with all such property in course of construction or erection
 - iii. land roads pavements piers jetties bridges culverts or excavations
 - iv. jewellery, furs, livestock, growing crops or trees

(5) Frost and weight of snow

damage caused by or consisting of frost, or by weight of snow to the contents outbuildings, and lean- to structures but subsequent **damage** which itself results from a cause not excluded elsewhere in this Section or **policy** is covered under this Section

(6) Inbuilt defect wear tear and defective workmanship

damage to property caused by or consisting of

- a) inbuilt or latent defect gradual deterioration wear and tear its own faulty or defective design or materials
- b) faulty or defective workmanship operational error or omission on **your** part or that of any of **your** employees

but subsequent **damage** which itself results from a cause not excluded elsewhere in this Section or **policy** is covered under this Section

(7) Joint leakage or breakdown

damage consisting of

- a) joint leakage or failure of welds cracking fracturing collapse or overheating of boiler economisers superheaters pressure vessels or any range of steam or feed piping connected to them
- b) mechanical or electrical breakdown or derangement in respect of the particular machine apparatus or equipment in which breakdown or derangement originates but the following is covered under this Section
 - i. such **damage** not excluded elsewhere in this Section or **policy** which itself results from any specified peril
 - ii. subsequent **damage** which itself results from a cause not excluded elsewhere in this Section or **policy**

(8) Machinery requiring statutory inspection

damage caused by explosion of and originating in any vessel machinery or apparatus or its contents belonging to **you** or under **your** control which is required to be inspected to comply with any regulations or statutory provisions unless such vessel machinery or apparatus is the subject of a **policy** or other contract providing the required inspection service

(9) Processing

damage to any property (other than by Fire or Explosion) resulting from its undergoing any process of production packing treatment testing commissioning servicing cleaning dyeing or repair

(10) Property in the open or open sided or ended structures

damage to moveable property in the open, fences, gates, open-sided or ended buildings or the contents thereof, caused by wind, rain, hail, sleet, snow flood, dust or other climatic conditions

(11) Property in course of development

damage to property or structures in course or construction, erection or demolition and materials, equipment or supplies in connection therewith;

(12) Property insured by other insurance

any property which at the time of **damage** is **insured** by a more specific insurance

(13) Self-ignition of electrical apparatus

to any electrical apparatus or wiring caused by its own self-ignition but this Exclusion shall only apply to that part of the electrical apparatus or wiring in which the self-ignition occurs

(14) Steam pressure apparatus

damage caused by or consisting of the bursting 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 **you** or under **your** control but subsequent **damage** which itself results from a cause not excluded elsewhere in this Section or **policy** is covered under this Section

(15) Theft Fraud or dishonesty

damage caused by:-

- a) theft where an **employee** is involved either as principal or an accessory unless such **damage** involves forcible and violent entry to exit from the building(s) at the **premises**
- b) any act of fraud or dishonesty by any partner, director or **employee** of the **insured**

(16) Unoccupied Buildings

damage in respect of any contents within Buildings which are **unoccupied** caused by:-

- a) freezing
- b) escape of water from any tank apparatus or pipe
- c) malicious persons (other than by Fire or Explosion)
- d) theft or attempted theft

(17) Water Damage

- a) **damage** by water to **computer systems**, trade stock or samples kept at ground floor, basement level or in any outbuilding unless stored at least 10 centimetres off the floor
- b) **damage** attributable to change in the water table level

BASIS OF PAYMENT

(1) Day One Value Basis

This Condition applies only when a “Declared Value” is also shown for any Item in the **schedule** applicable to this Section

- (1) The **insured** having stated in writing the “Declared Value” incorporated in each Item to which this Condition applies the premium has been calculated accordingly;
“Declared Value” means **your** assessment of the cost of reinstatement of the property **insured** by any Item arrived at in accordance with paragraph (1) of Reinstatement Basis of Payment at the level of costs applying at the inception of the **period of insurance** (ignoring inflationary factors which may operate subsequently) together with in so far as the insurance by the Item provides due allowance for
 - a) the additional cost of reinstatement to comply with Public Authority requirements
 - b) professional fees
 - c) debris removal costs
- (2) At the inception of each **period of insurance** the **insured** shall notify the **company** of the “Declared Value” of the property **insured** by each of the said Item(s).
In the absence of such declaration the “Declared Value” for the previous **period of insurance** shall be increased by a percentage determined by the **company** and the resultant figure shall be taken as the Declared Value for the ensuing **period of insurance**
- (3) Proviso b) of Reinstatement Basis of Payment is amended to read:-
If at the time of **damage** the “Declared Value” of the property **insured** by such Item be less than the cost of reinstatement (as defined above) at the inception of the **period of insurance** then the

company's liability for any **damage** shall not exceed that proportion thereof which the "Declared Value" bears to the cost of reinstatement

- (4) the liability of the **company** for the repair or restoration of **damage** to property **insured** will not exceed the amount that would have been paid if the property had been completely destroyed;
- (5) no payment will be made beyond the amount that would have been payable in the absence of this Clause unless Reinstatement commences and proceeds without unreasonable delay is and until the cost of reinstatement has actually been incurred.

(2) Reinstatement Basis of Payment

Subject to the undernoted provisions the basis upon which the amount payable in respect of any Item under this section (other than valuable papers and records, trade stock, motor vehicles and their accessories employees' directors' visitors' and guests pedal cycles and personal effects) is to be calculated shall be the reinstatement of the property lost destroyed or **damaged**

For this purpose reinstatement means

- (1) the rebuilding or replacement of property lost or destroyed which provided the liability of the **company's** is not increased may be carried out
 - a) in any manner suitable to the **insured's** requirements
 - b) upon another site
- (2) the repair or restoration of property **damaged** in either case to a condition equivalent to or substantially the same as but not better or more extensive than its conditions when new; provided that
 - a) The liability of the **company** for the repair or restoration of property **damaged** in part only shall not exceed the amount which would have been payable had such property been wholly destroyed
 - b) If at the time of reinstatement the sum representing 85% of the cost which would have been incurred in reinstating the whole of the property **insured** by any Item subject to this Condition exceeds its **sum insured** at the commencement of any **damage** the liability of the **company** shall not exceed that proportion of the amount of the **damage** which the said **sum insured** shall bear to the sum representing the whole of such property at that time
 - c) No payment beyond the amount which would have been payable in the absence of this Condition shall be made
 - i. unless reinstatement commences and proceeds without unreasonable delay
 - ii. until the cost of reinstatement shall have been actually incurred
 - iii. if the property **insured** by any Item at the time of its **damage** shall be **insured** by any other insurance effected by or on **your** behalf which is not upon the same basis of reinstatement

(3) Index Linking

This Condition applies to all Items **insured** by this Section, other than any item of stock in trade.

The **sum insured** (and the "Declared Value" where appropriate) on any Item will be adjusted by the percentage change in an appropriate price index determined by the **company**. No premium will be charged on such adjustments, but the renewal premium for the subsequent **period of insurance** will be calculated on the revised sums **insured** (and "Declared Value").

The index linking will continue to apply to the sum(s) **insured** of any property **insured** that is the subject of a claim (at the rate of 1/365th per day), until the time of final adjustment of the loss.

(4) European Union and Public Authorities

The cover under this Section for Contents extends to include additional costs of rebuilding or reinstatement of lost destroyed or **damaged property** which **you** incur solely to comply with

- (1) European Union Legislation, or
 - (2) Building or other Regulations under or framed in pursuance of any Act of Parliament or with By-Laws of any Public Authority excluding: -
 - a) any such costs where the Item is not subject to the Reinstatement Basis of Payment Condition
 - b) the cost incurred in complying with any of the aforesaid Regulations or By-Laws
 - i. in respect of **damage** occurring before this cover was granted
 - ii. in respect of **damage not insured** by this Section
 - iii. under which notice was served upon **you** before the date of **damage**
 - iv. in respect of **undamaged property** or **undamaged** portions of **property** forming any part of the **property** sustaining **damage** except for **undamaged** foundations (unless foundations are specifically excluded from cover by **endorsement** to this **policy**)
 - (3) the additional cost exceeding that which would have been required to make good **property** which sustained **damage** to a condition equal to its condition when new had it not been necessary to comply with any one of the above Regulations or By-Laws
 - (4) the amount of any charge or assessment arising out of capital appreciation which may be payable in respect of the **property** or by its owner in order to comply with any of the above Regulations or By-Laws
- Provided that
- a) the work of reinstatement must be commenced and carried out without unreasonable delay and in any case must be completed within 12 months after the date of the **damage** or within such further time as the **company** may allow (during the said 12 months) and may be carried out upon another site (if Regulations or By-Laws so require) subject to the **company's** liability not being increased by this additional cover
 - b) if apart from this additional cover the **company's** liability for **property** is reduced by the application of any terms and conditions of this **policy** then the **company's** liability in respect of any such costs will be reduced in like proportion
 - c) the total amount payable for **property** will not exceed the **sum insured** for it stated in the **schedule** applicable to this Section

SPECIAL CONDITIONS TO THE CONTENTS SECTION

(1) Non-Invalidation

The insurance by this Section will not be made invalid by any act omission or alteration which unknown to **you** or beyond **your** control increases the risk of **damage** provided that **you**

- a) notify the **company** immediately **you** become aware of such act omission or alteration and
- b) pay any additional premium that the **company** may require

(2) Subrogation Waiver

In the event of a claim arising under this Section the **company** agrees to waive any rights remedies or relief to which they may become entitled by subrogation against any **company**:-

- a) in the relation of holding **company** or subsidiary to **you**
- b) which is a subsidiary of a parent **company** of which **you** are yourself a subsidiary

in each case within the meaning of the relevant companies' legislation current at the time of the **damage**

IN ADDITION THE COMPANY WILL PROVIDE COVER UNDER THIS SECTION AS FOLLOWS

Capital Additions

The cover under this Section includes

- (1) any newly erected or acquired property excluding trade stock
- (2) alterations additions and improvements to property excluding stock (but not for any appreciation in value) anywhere within the **geographical limits**

Provided that

- (1) at any one location this cover does not exceed 10% of the total of the sums **insured** as shown in the **schedule** applicable to this Section or £500,000 whichever is less
- (2) **you** undertake to give particulars when this cover is required as soon as practicable and in any event at intervals of not more than six months and undertake to pay such additional premium as the **company** will require for insurance dating back to the date when the **company's** liability began

Contract Price

If following loss or destruction of or **damage** to trade stock which is

- (1) sold but not delivered and
- (2) subject to a sale contract and **your** sale is cancelled
 - a) entirely or
 - b) only to the extent of the **damage**

due to the sale contract conditions being applied the **company's** liability will be based on the contract price

For the purpose of this cover the value of all trade stock to which this cover applies in the event of **damage** will also be calculated on this basis.

Cost of Metered Utilities

The cost or value of metered water, gas, electricity or domestic heating oil lost following accidental **damage** to fixed water or heating installations in the **premises** subject to a limit of £25,000 in any one **period of insurance**. Provided that the **company** shall not be liable for any claim in respect of building which is empty or not in use.

Damage to Landscaped Gardens

The cost of restoring any **damage** to landscaped gardens by caused by the emergency services in attending the **premises** as a result of the operation of any **damage insured** by this Section. Provided that the liability of the **company** shall not exceed £25,000 in any one **period of insurance**.

Debris Removal Costs

The insurance by each Item in the **schedule** applicable to this Section includes necessary **costs and expenses** **you** incur with the **company's** consent in

- (1) removing debris from
- (2) dismantling and/or demolishing
- (3) shoring up or propping

Provided that the **company's** liability for **damage** and debris removal costs will not exceed in total during any one **period of insurance** the **sum insured** stated for each Item in the **schedule** applicable to this Section

Document Transmission

The **insured's** legal liability for the cost of **damage**, including the claimant's **costs and expenses** incurred with the **company's** written consent, arising from the **insured's** negligence or omission to send any documents by record delivery or registered post, provided that the liability of the **company** shall not exceed £2,500 any one claim, nor £25,000 in any one **period of insurance**

Exhibitions

The cover for property also applies at any exhibitions away from the **premises** for a period not exceeding 14 days and whilst in transit to and from any exhibitions in Great Britain, Northern Ireland subject to a maximum liability of £20,000 in any one **period of insurance**.

The **company** shall not be liable for the first £250 of each and every loss.

Fire Extinguishing Appliances

If **you** maintain fire extinguishing appliances at the **premises**, **you** must ensure all appliances are in efficient working order and remedy promptly any defects. Providing **you** do this, the **company** agrees not to invalidate this **policy** because of any defect in any of the appliances due to circumstances unknown to or beyond **your** control.

Fire Extinguishing Expenses

The **company** will pay the reasonable costs incurred by **you** up to a maximum limit of £10,000 for

- (1) refilling fire extinguishing appliances and replacing used sprinkler heads solely in consequence of **insured damage**.
- (2) extinguishing operations in order to minimise loss.

Glass Breakage and Breakage of sanitaryware

- (1) breakage of **glass** including shelves and mirrors at the **premises**, for which **you** are legally responsible, including the costs of:-
 - a) temporary boarding up pending the replacement of the broken **glass**,
 - b) repairing window frames and fittings
 - c) replacing or repairing any lettering, artwork or other ornamental work, on the **glass**
 - d) **damage** to the contents of windows displays as a result of breakage of **glass** in the shopfront
- (2) **damage** to fixed **sanitaryware** at the **premises** for which **you** are legally responsible
- (3) breakage or **damage** to signage at the **premises** for which **you** are legally responsible but excluding breakage or **damage** in respect of:-
 - a) **glass sanitaryware** or signage that comprises stock
 - b) breakage or **damage** arising from repairs or alterations to the **premises**
 - c) existing before the start of the **period of insurance**.
 - d) electronic or neon signs by wear and tear, gradual deterioration, mechanical or electrical breakdown
 - e) scratched, cracked or insecurely fixed **glass**
 - f) **damage** at any **premises** which is **unoccupied** for more than 30 days unless specifically agreed by the **company**

Provided that the maximum liability of the **company** in respect of any claim shall not exceed :-

- (1) £5,000 in respect of **damage** to **sanitaryware** or signage
- (2) £1,000 in respect of lettering, artwork or other ornamental work on the **glass**
- (3) £1,000 in respect of **damage** to window frames and the contents of shopfront displays

Interested Parties

It is understood that other parties may have an interest in certain property **insured** by this **policy**. The nature and extent of this interest must be disclosed in the event of **damage**.

Personal effects

The cover under this Section includes in so far as they are not **insured** elsewhere **your** employees' directors' visitors' and guests' pedal cycles and personal effects (except motor vehicles) for an amount not exceeding £250 for any one pedal cycle and £1,000 for all other personal effects of any one **employee** director visitor or guest.

Professional Fees

The cover under this Section for Contents includes necessary architects' surveyors' consulting engineers' legal and other fees **you** incur in reinstating **your** property following its **damage** as **insured** by this Section but not for preparing any claim;

Provided that the **company's** liability for **damage** and professional fees will not exceed in total the **sum insured** for each Item in the **schedule** applicable to this Section.

Replacement of Locks

The cost of replacement of locks following theft of keys to the **premises**

- (1) following a hold up accompanied by violence or threat of violence whilst such keys are in **your** personal custody or that of any of **your** directors partners or authorised employees
- (2) involving entry to or exit from the **premises** by forcible and violent means
- (3) involving entry to or exit from **your** residence or that of any of **your** directors partners or authorised employees by forcible and violent means

Provided that the **company's** liability for this cover will not exceed £5,000 any one **premises**, nor £10,000 in the aggregate in any one **period of insurance**.

Temporary Removal

Property whilst temporarily removed to, and whilst in transit, within the **geographical limits**, or elsewhere within Europe for up to 15 days any one trip; excluding

- (1) property comprising valuable papers and records
- (2) **damage** caused by theft, or attempted theft:-
 - a) from an unattended vehicle;
 - b) when otherwise left unattended by the **insured**, unless such theft or attempt thereat involves entry to, or exit from a building involving forcible and violent means; or theft from the **insured's** hotel room;
- (3) any amount in **excess** of:-
 - a) 10% the **sum insured** stated in the **schedule** for the relevant property
 - b) £5,000 in respect of any one item or article

Temporary Removal of valuable papers and records

Valuable papers and records for an amount not exceeding 10% of the **sum insured** for such property stated in the **schedule** applicable to this Section whilst temporarily removed to, and whilst in transit, within the **geographical limits**, or elsewhere within Europe for up to 15 days any one trip, excluding

- (1) **damage** caused by theft from any unattended vehicle
- (2) any amount in **excess** of 10% the **sum insured** stated in the **schedule** for the relevant property

Theft Damage to Buildings

The **company** will pay for the **damage** to buildings at the **premises** which are not owned by the **insured** or **insured** by this **policy**, but for which **you** are legally responsible for, as a result of theft or attempted theft. The maximum amount payable by the **company** in respect of any one claim shall not exceed £25,000

Trace and Access

In the event of **damage** resulting from escape of water or oil as covered by this **policy**, the **company** will pay

- (1) the costs necessarily and reasonably incurred in locating the source of such **damage** and subsequently making good and
- (2) the cost of repairing or replacing tanks, apparatus, pipes or appliances which have been **damaged** by freezing.

Provided that the **company** shall not pay more than £25,000 or 10% of the **sum insured** by this Section, whichever is the lesser.

Underground Services

- (1) Accidental loss or destruction of or **damage** not otherwise excluded to underground water gas oil drain or sewer pipes and underground electricity or telephone cables which extend from the **premises** to the public mains and which **you** are responsible to repair or reinstate
- (2) **costs and expenses** incurred in clearing and cleaning drains gutters sewers drain inspection covers and similar underground service areas for which **you** are responsible in consequence of any peril **insured** by this Section

Provided that the liability of the **company** hereunder shall not exceed £5,000 in any one **period of insurance**.

SECTION 2 – BUSINESS INTERRUPTION

INSURING CLAUSE

If any property used by **you** at the **premises** for the purpose of **your business**

- (1) suffers **damage** as a result of an incident during the **period of insurance** and
- (2) in consequence **your business** as carried on by **you** at the **premises** suffers **business** interruption as defined below the **company** will indemnify **you** for
 - a) loss resulting in **business** interruption
 - b) reasonable charges payable by **you** to **your** professional accountants for producing any particulars or details or any other proof information or evidence that may be required by the **company** under the terms of General Conditions of this **policy** but not for preparing any claim

Provided that at the time of **damage** giving rise to **business** interruption **your** interest in the property at the **premises** is **insured** against such incident and

- (1) payment has been made or liability admitted for it by the **company**; or
- (2) payment would have been made or liability admitted but for the operation of a deductible or other proviso excluding liability for losses below a specified amount.

DEFINITIONS TO THE BUSINESS INTERRUPTION SECTION

NB For the purpose of these definitions any adjustment implemented in current cost accounting shall be disregarded

Business Interruption

means interruption of or interference with the **insured's business** as carried on by them at the **premises** in consequence of an incident

Gross Rents

means **money** paid or payable to the **insured** in respect of the provision of rented or leased accommodation at the **premises**

Gross Revenue

means the **money** paid or payable to the **insured** in respect of work done and services provided in the course of the **business**

Incident

means **damage** to property used by the **insured** at the **premises** for the purpose of the **business** and which is **insured** by Sections 1 Contents or Section 10 Buildings of this **policy**

Maximum Indemnity Period

means period beginning with the occurrence of the **damage** and ending not later than the **Maximum Indemnity Period** (stated in the **schedule** applicable to this Section) thereafter during which the results of the **business** shall be affected in consequence thereof

Outstanding Debit Balances

means the total of outstanding customers' accounts last recorded by **you** before **damage** occurred and adjusted for

- (1) bad debts
- (2) amounts
 - a) debited (or invoiced but not debited)
 - b) credited (including credit notes and cash not passed through **your** books at the time of **damage**) to

customers' accounts in the period between the date to which the last record (kept by **you** in accordance with Special Condition (2) of this Section) relates and the date of **damage**

- (3) any abnormal condition of trade which had or could have had a material effect on **your business** so that the adjusted figures will represent as nearly as reasonably practicable those which would have existed at the date of the **damage** had the **damage** not occurred

NB the words and expressions used in this definition shall have the meaning usually attached to them in **your** books and accounts

Annual Gross Rents or Gross Revenue

means gross rents or gross revenue during the 12 months immediately before the date of the **damage**

Standard Gross Rents or Gross Revenue

means gross rents or gross revenue during that period in the 12 months immediately before the date the **damage** which corresponds with the indemnity period

to which such adjustments shall be made as may be necessary to provide for the trend of **your business** and for variations in or other circumstances affecting **your business** either before or after the **damage** or which would have affected **your business** had the **damage** not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practical the results which but for the **damage** would have been obtained during the relative period after the **damage**

BASIS OF PAYMENT

- (1) **Gross Revenue** (including **Gross Rents**)

The insurance under each Item on gross revenue is limited to

- a) loss of gross revenue and
- b) increase in cost of working

and the amount payable as indemnity thereunder shall be

- a) in respect of loss of gross revenue the amount by which the gross revenue during the maximum indemnity period shall fall short of the standard gross revenue in consequence of the incident
- 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 maximum indemnity period in consequence of the incident but not exceeding the amount of reduction in gross revenue thereby avoided

less any sum saved during the maximum indemnity period in respect of such of the charges and expenses of the **business** payable out of gross revenue as may cease or be reduced in consequence of the incident

- (2) **Increased Costs of Working**

The insurance under increased costs of working is limited to the additional expenditure, including the cost of obtaining temporary offices, and expenses incidental to the occupation thereof and additional employment costs and other abnormal expenditure, necessarily and reasonably incurred by the **insured** in consequence of the incident during the maximum indemnity period in order to continue the **business**

EXCLUSIONS TO THE BUSINESS INTERRUPTION SECTION

This Section does not cover loss resulting from interruption of or interference with **your business**

- (1) arising from deliberate falsification of any records used for **your business**

- (2) due to any **damage** excluded in the Contents and Buildings Section, where applicable, of this **policy** all of which are incorporated into and must be read as applying to this Section
- (3) due to any cost incurred in the cleaning repair replacement recall or checking of any property or in making any refund
- (4) arising directly or indirectly from accidental breakdown of **computer systems**
- (5) caused by or consisting of the bursting of any vessel machine or apparatus (not being a boiler or economiser on the **premises** or a boiler used for domestic purposes only) in which internal pressure is due to steam only and belonging to **you** or under **your** control but this will not exclude subsequent loss which itself results from a cause not excluded elsewhere in this Section or **policy**

SPECIAL CONDITIONS TO THE BUSINESS INTERRUPTION SECTION

- (1) If any standing charges of **your business** are not **insured** by this Section (having been deducted in arriving at the gross revenue) then in computing the amount recoverable hereunder as increased costs of working that proportion only of any additional expenditure shall be brought into account which the gross revenue or gross rentals bears to the sum of the gross revenue or gross rentals and the total of standing charges
- (2) If during the maximum indemnity period goods shall be sold or services rendered elsewhere than at the **premises** for the benefit of **your business** either by **you** or by others on **your** behalf the **money** paid or payable in respect of such sales or services shall be brought into account in arriving at the gross revenue or gross rentals during the maximum indemnity period
- (3) **You** will be entitled to receive interim payments as agreed between **you** and the **company** in advance of final settlement of any claim agreed under this Section
- (4) If **your business** is conducted in departments and the independent trading results of each can be traced the cover provided by this Section will apply separately to each department of **your business** affected in consequence of **damage**
- (5) To the extent that **you** are accountable to the tax authorities for Value Added Tax all terms relating to this Section will be exclusive of such tax
- (6) The insurance by this Section shall be avoided if
 - a) the **business** is wound up, carried on by a liquidator or permanently discontinued; or
 - b) **your** interest ceases otherwise than by death that any time after the commencement of this insurance unless the **company** agree it may continue.
- (7) If the incident occurs in the trading year of the **business** the indemnity under this Section will be based upon the trading figures prior to the loss.

EXTENSIONS TO THE BUSINESS INTERRUPTION SECTION

The following Extensions are applicable to this Section

(1) Outstanding Debit Balances

The **company** agrees that if any of the **insured's** books of account or other **business** books or records at the **premises** be so destroyed or **damaged** by an **insured** peril as to render it impossible for the **insured** to obtain from customers all sums due to them and outstanding at the date of the incident event then the **company** will pay.

- a) the amount of outstanding debit balances which cannot be traced
- b) additional expenditure incurred with the **company's** prior consent in tracing and establishing outstanding debit balances after **damage** has occurred.
- c) reasonable charges payable by **you** to **your** professional accountants for producing information required by the **company** and reporting that such particulars or details are in accordance with **your** books of account or other records used for **your business**.

The **company's** liability in respect of any one loss shall not exceed £50,000 in any **period of insurance** or unless stated otherwise in the **policy schedule**.

Special Conditions in respect of Outstanding Debit Balances

- a) Fire-resistant safes - If there are fire-resistant safes or cabinets at the **premises your** books or records used for **your business** in which customers' accounts are shown must be kept in such safes or cabinets when not in use
- b) Record of Outstanding Customers' Accounts - **you** must calculate the total of outstanding customers' accounts every month and keep a record of each month's total (including back up copies of **data**) in a place other than at the **premises**

(2) Employees' Lottery Win – Additional Expenses

The **company** will indemnify **you** in respect of any additional expense **you** incur to prevent or limit a reduction in income during the maximum indemnity period due to an **employee** or group of employees resigning from their posts within **your business** as a direct consequence of their securing a win in a lottery, including but not limited to

- a) recruitment and additional overtime costs; and
- b) the cost of employing temporary staff for amounts in **excess** of permanent full time rates of payment.

The **company** will not indemnify **you** unless

- a) the **employee** or group of employees resign within fourteen days from the date of the successful lottery win; and
- b) the amount won by any one **employee** is not less than £100,000.

The **company** will not pay under this Extension more than £50,000 in any one **period of insurance**.

For the purposes of this Extension only.

- a) Indemnity period means the period during which the **business** results are affected due to an **employee** or group of employees resigning from their posts within **your business** as a direct consequence of their securing a win in a lottery, starting from the date of their first departure
- b) indemnity period means one month
- c) Lottery means
 - i. UK National Lottery prize draws including scratchcards
 - ii. UK National Football Pools (Littlewoods and Vernons)
 - iii. Euro Millions lottery
 - iv. Irish National lottery
 - v. UK Premium Bond prize draws

(3) Murder, Suicide, Disease or Public Health Closure

Interruption of or interference with **your business** as **insured** by this Section shall be deemed to include

- a) murder or suicide at the **premises**;
- b) any occurrence of **Legionellosis** at the **premises**;
- c) any organism that is likely to cause a **Specified Illness** at the **premises**
- d) closure, in whole or in part, of the **premises** by a competent public authority following defects in drains or other sanitary arrangements, or the discovery of pests or vermin at the **premises**;

The **company's** liability under this Extension in respect of each and every claim shall not exceed £250,000, and £500,000 in total in any one **period of insurance** unless otherwise stated in the **policy schedule**.

For the purposes of this extension the following Definitions apply:

Legionellosis: means illness sustained by any person or persons resulting from the escape of legionella from water systems, tanks, air-conditioning plants or cooling towers at the **premises**

Specified Illness: means illness sustained by any person or persons resulting from any of the following human infectious or contagious diseases:

Mumps, Malaria, Yellow Fever, Acute Encephalitis, Chickenpox, Cholera, Scarlet Fever, Viral Hepatitis, Whooping Cough, Tuberculosis, Smallpox, Dysentery, Acute Poliomyelitis, Anthrax, Diphtheria, Leprosy, Leptospirosis, Meningococcal Infection, Ophthalmia Neonatorum, Paratyphoid Fever, Plague, Rabies, Rubella, Tetanus and Typhoid Fever.

(4) Prevention of Access

Interruption of or interference with **your business** in consequence of **damage** to property in the vicinity of the **premises** which shall prevent or hinder the use of the **premises** or access thereto, whether the property of the **insured** at the **premises** shall be **damaged** or not.

Provided that the **company's** liability shall not exceed £250,000 unless otherwise stated in the **policy schedule**.

(5) Public Utilities

Interruption of or interference with **your business** in consequence of the accidental failure of the supply of electricity, gas, telecommunications or water up to the terminal feed points at the **premises**. Provided that the **company's** liability under this clause in respect of any one occurrence shall not exceed £250,000 in respect of any one claim unless otherwise stated in the **policy schedule**.

This Extension does not cover interruption of or interference:

- a) brought about by the deliberate act of any supply authority, by the exercise of any such authority of its power to withhold or restrict supply or by drought; or
- b) occasioned by strike or labour or trade disputes
- c) due to atmospheric or weather conditions, but this shall not exclude failure due to **damage** to equipment caused by such conditions.
- d) to failure of electricity, gas or water for the first 4 hours of any such interruption or interference for each and every claim
- e) to telecommunications for the first 12 hours of any such interruption or interference for each and every claim

(6) Records Removed and in Transit

The amount of any loss ascertained in accordance with the terms and conditions of this Section resulting from interruption or interference arising from valuable papers and records:-

- a) in any **premises** in the **geographical limits** occupied by persons acting on the **insured's** behalf and to which the **insured's** books of accounts or other records are temporarily removed
- b) to the **insured's** books of account or other **business** books or records whilst in transit within the **geographical limits**

CONDITION PRECEDENT TO THE BUSINESS INTERRUPTION SECTION

Computer systems and Data Back Up Regime

It is a condition precedent to the liability of the **company** that the **insured** maintain a minimum of 2 back-up copies of computer system records, that are both capable of restoration, and such copies to be taken at least once every 48 hours, one copy of which must be stored off site.

SECTION 3 – MONEY AND PERSONAL INJURY

MONEY INSURING CLAUSE

In the event of **damage** occurring during the **period of insurance** and within the **geographical limits** the **company** will indemnify **you** in accordance with the limits of liability, unless otherwise stated in the **schedule**, in respect of

- (1) a) **money** held by **you** in connection with the **business** whilst in transit in the custody of **you** or **your** authorised representative, or in the night safe of **your** bank or similar financial institution awaiting removal by a bank official
- b) **money** on the **premises** during **business hours**
- c) **money** on the **premises** outside of **business hours**
 - i. contained within a locked safe
 - ii. not contained within a locked safe
- d) **money** in **your** home or that of one of **your** employees with **your** consent
- (2) **damage** by theft or attempted theft of any safe or strongroom at the **premises** or any case bag or waistcoat in which **money** is contained or any stamp franking machine used for **your business**
- (3) any amount **you** become liable for under the terms of issue and use of any bank debit, credit cash or charge card issued to and used only in connection with the **business**, following fraudulent use by any unauthorised person within the **geographical limits**. Provided that **you** report the loss to the issuing **company** immediately and to the police within 24 hours of discovering the loss and have complied with the terms and conditions of issue of the card

DEFINITIONS TO THE MONEY SECTION

Authorised Representative

means any of **your** employees with **your** consent or any person employed by a professional security **company** under contract with **you** to carry **money** on **your** behalf

LIMITS OF INDEMNITY

The **company** will indemnify the **insured** up to an amount of £5,000 any one occurrence unless otherwise stated in the **schedule**, except in respect of:-

- (1) crossed cheques, crossed postal orders, crossed **money** orders and credit card sales vouchers where a limit of £250,000 applies
- (2) loss event (1) c) i. of the Insuring Clause - where a limit of £2,500 applies,
- (3) loss events (1) c) ii. and (1) d) of the Insuring Clause – where a limit of £500 applies
- (4) loss event (2) of the Insuring Clause – where the liability of the **company** shall be the cost of repair or if beyond economic repair the cost of replacement but in either case to a condition substantially the same as but not better or more extensive than its condition when new up to an amount not exceeding £2,500
- (5) loss event (3) of the Insuring Clause – where a limit of £2,500 applies in respect of any one loss and for all losses in any one **period of insurance**

EXCLUSIONS TO THE MONEY SECTION

This Section does not cover

- (1) the first £100 of each and every claim
- (2) any loss of **money** due to the fraud or dishonesty of any director, partner or **employee**, unless the loss is discovered within 14 days of the date of its occurrence

- (3) **damage to**
 - a) **money** during transit by post (other than registered post)
 - b) the contents of any machine operated by notes coins or tokens
- (4) any loss or shortage due to error or omission or any depreciation in value
- (5) any loss suffered by **you** as an immediate result of a **business** transaction
- (6) loss of **money** from any unattended vehicle
- (7) loss caused by the use of counterfeit **money**

SPECIAL CONDITIONS TO THE MONEY SECTION

- (1) **Money** in the care of collectors must be delivered to the **premises** or to the bank or post office within 24 hours of receipt
- (2) All keys and/or notes of combination lock codes for safes and strongrooms containing **money** (except those deposited with a bank) must be held in the personal custody of an authorised person and must not be left in the **premises** at any time
- (3) **You** shall keep a complete record of **money** in transit and on the **premises** and such record shall be kept in a place other than with the **money**

CONDITION PRECEDENT TO THE MONEY SECTION

It is a condition precedent to the liability that **money** in transit (other than non-negotiable **money** in the private residence of the **insured**) is accompanied by able bodied employees aged between 20 and 60 years in accordance with the following unless specified elsewhere by **endorsement** to this **policy**

Amount in Transit

up to £3,000
 £3,001 to £6,000
 £6,001 or over

Minimum Number of Employees

One
 Two
 as specially agreed by the **company** and stated in the **schedule** applicable to this Section

This condition shall not apply to **money** in transit by professional security **company**

PERSONAL INJURY INSURING CLAUSE

If any **insured person** independently of any other cause suffers death **permanent disablement** or temporary total disablement by violent external and visible means

- (1) caused by actual or attempted robbery or hold-up
- (2) while engaged in duties connected with **your business**
- (3) within the **geographical limits**
- (4) during the **period of insurance**

the **company** will pay the benefits stated in the **Schedule** of Benefits applicable to this Section provided that such death or disablement occurs within 24 months of the incident.

In addition, **company** will reimburse **you** in respect of **medical expenses** necessarily incurred in the treatment of the **insured person** up to 15% of the amount under the **permanent disablement** and temporary total disablement benefit.

DEFINITIONS TO PERSONAL INJURY COVER

Insured Person

means any of **your** directors partners or employees under 70 years of age

Medical Expenses

means 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 or ambulance charges.

Permanent Disablement

means

- (1) total loss of use or physical severance of a limb at or above the wrist or ankle
- (2) loss of an eye or total and irrecoverable loss of sight in one or both eyes or loss of speech or hearing
- (3) permanent and total disablement from engaging in or giving attention to a profession **business** or occupation of any kind

Temporary Disablement

means disablement other than **permanent disablement** preventing the **insured person** from engaging in or giving attention to their usual **business** profession or occupation

SCHEDULE OF BENEFITS

Benefit	Amount of Benefit
(1) death	£25,000
(2) permanent disablement	£25,000
(3) temporary total disablement – amount per week during such disablement	£100
(4) medical expenses	up to 15% of Items (2) or (3) above
(5) damage to clothing or personal effects	£500

EXCLUSION TO PERSONAL INJURY COVER

The **company** will not be liable for death **permanent disablement** or **temporary disablement** caused by or arising entirely or partly from any physical condition defect or infirmity existing before the incident for which a claim is being made under this Section

SPECIAL CONDITIONS TO PERSONAL INJURY COVER

- (1) The **company** shall not be liable under more than one of Benefits (1), (2), or (3) stated in the **schedule** applicable to this Section
- (2) Benefit in respect of temporary total disablement
 - a) will not be payable for more than 104 weeks in respect of disablement arising from any one occurrence
 - b) will become payable when the total amount is agreed or at **your** request in arrears at intervals of four weeks
- (3) The **insured person** will submit to a medical examination at the request and expense of the **company**

SECTION 4 – EMPLOYERS' LIABILITY

INSURING CLAUSE

In the event of **injury** to any **employee** caused during the **period of insurance** and arising out of and in the course of their employment by **you** in connection with **your business** within the **geographical limits** the **company** will indemnify **you** against all sums that **you** shall become legally liable to pay as compensation in respect of such **injury** together with **costs and expenses**

DEFINITIONS TO THE EMPLOYERS' LIABILITY SECTION

Offshore

means from the time of embarkation by an **employee** onto a conveyance at the point of final departure to either an **offshore** rig or **offshore** platform until disembarkation by an **employee** from a conveyance onto land upon return from either an **offshore** rig or **offshore** platform

BASIS OF PAYMENT

The liability of the **company** for compensation and **costs and expenses** will not exceed the **limit of indemnity** stated in the **schedule** applicable to this Section for any one claim or series of claims arising from one source or original cause

The **company** may at any time pay to **you** or anyone else entitled to indemnity under this Section

- (1) the amount stated as the **limit of indemnity** in the **schedule** applicable to this Section after deducting any sum or sums already paid as compensation and any **costs and expenses** paid by the **company** or
- (2) any lesser amount for which any claim or claims can be settled

and upon such payment the **company** will relinquish conduct and control of and be under no further liability in connection with such claim or claims except for **costs and expenses** incurred or which can be recovered in respect of action taken before the date of the **company's** payment under this Section

Any sum paid will be inclusive of all **costs and expenses** incurred and no further sums will be payable by the **company**

EXCLUSIONS TO THE EMPLOYERS' LIABILITY SECTION

There will be no indemnity under this Section for

(1) Fines or Penalties

the payment of fines or penalties

(2) Indemnity for directors partners and employees

liability of any of **your** directors partners or employees for which **you** would not have been entitled to indemnity if the claim had been made against them

(3) Manual Work Away

liability for **injury**, loss or **damage** arising out of or in connection with manual work undertaken away from the **premises** other than the collection or delivery of goods, or whilst participating at exhibitions or trade fairs for the purpose of the **business**

(4) Mechanically propelled vehicles

injury to any **employee** whilst

- a) carried in or upon
- b) entering or getting on to or alighting from

any mechanically propelled vehicle in circumstances where any road traffic legislation requires insurance or security

(5) Work Offshore

work undertaken by anyone claiming indemnity under this Section in respect of liability arising **offshore**

SPECIAL CONDITIONS TO THE EMPLOYERS' LIABILITY SECTION

Employers' Liability Compulsory Insurance Act

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 or the Isle of Man but **you** 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

IN ADDITION, THE COMPANY WILL PROVIDE INDEMNITY UNDER THIS SECTION AS FOLLOWS

Compensation for Court Attendance

In the event of the following persons attending court at the request of the **company** in connection with a claim under this Section the **company** will compensate **you** at the rate of each person's wages or salary or at the following rates whichever is the less for each day on which attendance is required

- | | |
|---|--------------|
| (1) by you or any of your directors or partners | £500 per day |
| (2) by any of your employees | £250 per day |

Contractual Liability

Subject to Exclusion (2) of this Section where any contract or agreement entered into by **you** so requires liability assumed by **you** by virtue of such contract or agreement but only in so far as concerns liability to an **employee**

Cross Liabilities

If **your business**, as **insured** by this **policy**, comprises more than one legal entity, the **company** will provide indemnity to each in the same manner and to the same extent as if a separate **policy** has been issued to each provided that the total amount payable in respect of any one claim or series of claims arising from some source or original cause shall not exceed the **limit of indemnity** stated in the **schedule** applicable to this Section

Geographical Limits

The **geographical limits** shall extend to include elsewhere in the world for visits made in connection with the **business** by **you** or any of **your** directors partners or employees in a non-manual capacity provided that such persons usually reside within the **geographical limits**

Health and Safety at Work and Corporate Manslaughter Defence Costs

In the event of

- (1) any act omission or incident or alleged act omission or incident leading to criminal proceedings brought in respect of a breach of the Health and Safety at Work Act 1974 Corporate Manslaughter and Corporate Homicide Act 2007 or similar legislation in the United Kingdom or
- (2) an incident which results in an enquiry ordered under the Health and Safety Inquiries (Procedure) Regulations 1975 the **company** will provide indemnity against **costs and expenses** incurred in representing **you** in such proceedings including appealing the results of such proceedings as long as the proceedings relate to an act omission or incident or alleged act omission or incident which has been committed during the **period of insurance** within the United Kingdom and in the course of **your business**

Provided that

- a) the **company's** total liability in respect of **costs and expenses** shall not exceed £1,000,000 in the aggregate during any one **period of insurance**
- b) the **company** will only indemnify **you** where **costs and expenses** arise as a result of any matter which is the subject of indemnity under this **policy**
- c) the **company** will only be liable for **costs and expenses** incurred in respect of legal representation appointed by **us**

- d) if there is any other insurance or indemnity in force covering the same **costs and expenses** the **company's** liability shall be limited to a proportionate amount of the total **costs and expenses** but subject always to the **limit of indemnity** of £1,000,000
- e) this indemnity will not apply
 - i. in respect of fines or penalties of any kind
 - ii. to proceedings consequent upon any **injury** deliberately caused by **you**
 - iii. to persons other than **you**, any of **your** directors, partners, proprietors or employees

Indemnity to Others

- (1) If **you** so requests
 - a) any of **your** directors, partners, or employees in respect of liability for which **you** would have been entitled to indemnity under this Section if the claim for which indemnity is being sought had been made against **you**
 - b) any officer or member of **your** social sports and welfare organisations or fire first aid or ambulance services while acting in their respective capacities as such
- (2) The legal personal representatives of any deceased person who was entitled to claim indemnity under this Section in respect of liability incurred by that person
- (3) Where any contract or agreement entered into by **you** so requires any principal in like manner to **you** in respect of the principal's liability arising from the contract or agreement but only so far as concerns liability to an **employee**.

Provided that they observe the terms of this **policy** as far as they can apply.

Unsatisfied Court Judgements

In the event of a judgement for damages being obtained against someone other than **you**

- (1) under the jurisdiction of a court in England Scotland Wales Northern Ireland the Channel Islands or the Isle of Man by any **employee** or their representative
- (2) in respect **injury** arising out of and in the course of **your employee's** employment or engagement by **you** which remains unsatisfied in whole or in part 6 months after the date of such judgement the **company** will at **your** request pay to **your employee** or representative the amount of any damages or awarded costs to the extent that they remain unsatisfied

Provided that

- (1) there is no appeal outstanding
- (2) the judgement relates to **injury** which would otherwise be covered under this Section
- (3) any payment made by the **company** will be only in respect of liability for which **you** would have been entitled to indemnity under this Section had judgement been made against **you**
- (4) the **company** are entitled to take over and prosecute for their own benefit any claim made against any other person and **you** and **your employee** or their representative must provide all information and assistance required by the **company**

SECTION 5 – PUBLIC LIABILITY

INSURING CLAUSE

In the event of

- (1) accidental **injury** to any person
- (2) accidental loss of or accidental **damage** to material **property**
- (3) accidental loss of amenities nuisance trespass or interference with any right of way light air or water occurring during the **period of insurance** and arising out of or in connection with: -
 - a) **your business**,
 - b) the occupation of the **premises**

including collection and delivery within the **geographical limits**, the **company** will indemnify the **insured** in respect of their liability at law for compensation together with **costs and expenses**

BASIS OF PAYMENT

The **company** will pay up to the **limit of indemnity** stated in the **schedule** applicable to this Section for any one claim or series of claims arising from one source or original cause; except in respect of **products** where the **limit of indemnity** shall apply in respect of any one claim or series of claims arising from one source or original cause and in total during any one **period of insurance**

In addition, the **company** will pay **costs and expenses**

EXCLUSIONS TO THE PUBLIC AND PRODUCTS LIABILITY SECTION

This Section does not cover

(1) Asbestos

liability arising from the manufacture mining processing distribution testing remediation removal storage disposal sale use or exposure to asbestos or materials or **products** containing asbestos whether or not there is another cause to loss which may have contributed concurrently or in consequence of a loss.

(2) Advice, professional and medical services

liability caused by or arising from

- a) any advice, design, formula, specification, inspection, certification, survey, valuation or testing, undertaken or given by the **insured** or on their behalf, for a fee or where a fee would normally be payable
- b) any medical or dental practice, nursing care or healthcare advice, diagnosis or treatment, or the dispensing, sale, supply prescription or exchange of any drugs, medicines, hypodermic needles, or medical supplies or equipment

(3) Aircraft hovercraft and watercraft

liability caused by or arising from the ownership possession or use by **you** or on **your** behalf of any aircraft hovercraft or watercraft (other than watercraft eight metres in length or less and used on inland waterways)

(4) Component Building Material

liability directly or indirectly caused by, resulting from or in connection with any component building material that must be removed, encapsulated, or otherwise abated because its presence or release is a hazard to human health.

(5) Contractual liability

liability which attaches itself solely by virtue of a contract or agreement, but any liability which would have attached in the absence of such contract or agreement is covered under this Section

(6) Excess

the first £250 of each and every claim for third party **property damage**

(7) Fines liquidated damages or penalties

liability for fines liquidated damages or penalties of any kind or for punitive exemplary restitutionary or multiplied damages

(8) Injury to Employees

liability to any **employee** for **injury** arising out of and in the course of their employment by **you**

(9) Manual Work Away Exclusion (other than collection & delivery)

liability for **injury**, loss or **damage** arising out of or in connection with manual work undertaken away from the **premises** other than the collection or delivery of goods, or whilst participating at exhibitions or trade fairs for the purpose of the **business**

(10) Mechanically propelled vehicles

liability caused by or arising from the ownership possession or use by or on behalf of **you** of any mechanically propelled vehicle, or trailer attached to it, whilst towed, or otherwise being used in circumstances for which compulsory insurance or security is required under any legislation governing the use of the vehicle

(11) Mildew Mould Spores or Allergens

liability directly or indirectly occasioned by, happening through, arising out of, resulting from or in connection with any fungus of any kind whatsoever, including but not limited to mildew, mould, spores or allergens; or

- a) any **costs and expenses** associated, in any way, with the abatement, mitigation, remediation, containment, detoxification, neutralization, monitoring, removal, disposal, or any obligation to investigate or assess the presence or effects of fungus of any kind whatsoever, including but not limited to mildew, spores, or allergens; or
- b) any obligations or duty to defend any actions directly or indirectly occasioned by, or happening through, arising out of, resulting from or in connection with any fungus of any kind whatsoever, including but not limited to mildew mould spores or allergens

Irrespective of the cause of such fungus, mildew, mould, spores or allergens, and whenever or wherever occurring.

(12) North American Risks

liability caused by or arising from any operations domiciled or registered in the United States of America or Canada or any territory within their jurisdiction or arising from any **products** known by **you** to be for use or integrated within any other **products** for the use in or supply to the United States of America or Canada

(13) Property in the insured's custody or control

physical loss of or **damage** to

- a) **property** belonging to **you** or in **your** custody or under their control or that of any **employee** (other than **property** belonging to **your** visitors directors partners or employees)
- b) that part of any **property** on which **you** or any of **your** employees or agents are or have been working where the physical loss or **damage** results from such work

(14) Products Liability

liability arising out of the sale or supply of any **products** other than

- a) books stationary, documents, printed matter and **data** used to promote or fulfil non manual services offered by the **insured**
- b) second hand possessions previously used by the **insured**, other than motor vehicles
- c) food and drink sold or supplied at the **premises**

IN ADDITION, THE COMPANY WILL PROVIDE INDEMNITY UNDER THIS SECTION AS FOLLOWS

Car park liability

The indemnity provided by this Section extends to include liability at law for **damage** to motor vehicles (and the contents of and accessories on such vehicles) belonging to any of **your** employees or visitors whilst within any car park for which **you** are responsible provided that

- (1) such vehicle (or the contents and accessories) is not lent or loaned to **you**;

- (2) if any charge is made for the parking of vehicles, a ticket bearing a disclaimer of liability shall be issued to every person paying such charge; and
- (3) this Extension shall not apply to **damage** due to the driving of any vehicle by **you** or any of **your** employees.

Compensation for Court Attendance

In the event of the following persons attending court at the request of the **company** in connection with a claim under this Section the **company** will compensate **you** at a rate of each person's wages or salary or at the following rates whichever is the less for each day on which attendance is required

- | | |
|---|--------------|
| (1) by you or any of your directors or partners | £500 per day |
| (2) by any of your employees | £250 per day |

Contingent Liability for Employee's Vehicles

Exclusion (10) of this Section excludes mechanically propelled vehicles but the **company** will indemnify **you** for liability caused by or in connection with any vehicle owned by an **employee** which is being used in the course of **your business** excluding any liability

- (1) arising when such vehicle is being driven
 - a) by **you**
 - b) with **your** consent by anyone whom **you** know 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
- (2) for physical loss of or **damage** to any such vehicle
- (3) for any use outside the **geographical limits**

Cross Liabilities

If the **insured** comprises more than one party the **company** will provide indemnity to each in the same manner and to the same extent as if a separate **policy** has been issued to each provided that the total amount payable in respect of any one claim or series of claims arising from one source or original cause shall not exceed the **Limit of Liability** stated in the **schedule** applicable to this Section

Defective Premises Act

Insofar as this insurance indemnifies **you** against liability at law for compensation in respect of **injury** or **damage** to the **property** of third parties, this insurance shall apply to liability incurred by **you**, by virtue of Section 3 of the Defective **Premises** Act 1972, or Section 5 of the Defective **Premises** (Northern Ireland) Order 1975, or any subsequent amendment to them; in connection with **premises** which have been disposed of by **you**.

The **company** shall not be liable under this Extension

- (1) in respect of such **injury** or **damage** happening prior to such disposal;
- (2) for the cost of remedying any defect or alleged defect which results or, if not remedied, may result in **injury** or **damage** to **property** as aforesaid;
- (3) if **you** are entitled to indemnity from any other source; or
- (4) for **injury** or **damage** in connection with buildings which were owned by **you**.

Food Safety Act and Consumer Protection Act Defence Costs

You and also at **your** request any of **your** directors partners or employees are indemnified for legal **costs and expenses** incurred: -

- (1) in defending any prosecution for breach of duty
- (2) with the **company's** consent in an appeal against a conviction resulting from prosecution under Part II of the Food Safety Act 1990 or Part II of the Consumer Protection Act 1987 committed or alleged to have been committed during the **period of insurance** where circumstances may otherwise give rise to

a claim under this Section excluding legal **costs and expenses** in connection with any breach of duty arising from a deliberate or premeditated act event or omission which any person claiming indemnity under this Section knows or should have known would be likely to constitute an offence under the above Act

Geographical Limits

The **geographical limits** shall extend to include elsewhere in the world for **products** and visits made in connection with **your business** in a non-manual capacity provided that such persons usually reside within the **geographical limits**

Health and Safety at Work and Corporate Manslaughter Defence Costs

In the event of

- (1) any act omission or incident or alleged act omission or incident leading to criminal proceedings brought in respect of a breach of the Health and Safety at Work Act 1974 Corporate Manslaughter and Corporate Homicide Act 2007 or similar legislation in the United Kingdom or
- (2) an incident which results in an enquiry ordered under the Health and Safety Inquiries (Procedure) Regulations 1975 the **company** will provide indemnity against **costs and expenses** incurred in representing **you** in such proceedings including appealing the results of such proceedings as long as the proceedings relate to an act omission or incident or alleged act omission or incident which has been committed during the **period of insurance** within the United Kingdom and in the course of **your business**

Provided that

- a) the **company's** total liability in respect of **costs and expenses** shall not exceed £1,000,000 in the aggregate during any one **period of insurance**
- b) the **company** will only indemnify **you** where **costs and expenses** arise as a result of any matter which is the subject of indemnity under this **policy**
- c) the **company** will only be liable for **costs and expenses** incurred in respect of legal representation appointed by **us**
- d) if there is any other insurance or indemnity in force covering the same **costs and expenses** the **company's** liability shall be limited to a proportionate amount of the total **costs and expenses** but subject always to the **limit of indemnity** of £1,000,000
- e) this indemnity will not apply
 - i. in respect of fines or penalties of any kind
 - ii. to proceedings consequent upon any **injury** deliberately caused by **you**
 - iii. to persons other than **you**, any of **your** directors, partners, proprietors or employees

Indemnity to Others

- (1) If **you** so request
 - a) any of **your** directors partners or employees in respect of liability for which **you** would have been entitled to indemnity under this Section had the claim for which indemnity is being sought been made against **you**
 - b) any officer or member of **your** social sports or welfare organisations or fire first aid or ambulance services while acting in their respective capacities as such
- (2) The legal personal representatives of any deceased person who was entitled to claim indemnity under this Section in respect of liability incurred by that person
- (3) Any principal in like manner to **you** where any contract or agreement entered into by **you** for the performance of work so requires in respect of the principal's liability arising from the performance of work by **you**

Leased and Rented Premises

Exclusion (14) a) of this Section does not apply to physical loss or **damage** to **premises** leased or rented to **you** in connection with **your business**

Overseas Personal Liability

You and if **you** so request

- (1) any of **your** directors, partners or employees
- (2) **your** spouse or child or any spouse or child of **your** director partner or **employee** accompanying **you** or accompanying such director partner or **employee** against liability at law for compensation together with **costs and expenses** for liability incurred in a personal capacity while **you** or any of **your** partners or employees are visiting a country anywhere in the world in connection with **your business** excluding any liability
 - a) arising from any contract or agreement unless liability would have existed otherwise
 - b) arising out of the ownership or occupation of land or buildings
 - c) arising from the carrying on of any trade or profession
 - d) where indemnity is provided by any other insurance
 - e) arising from the ownership possession or use of wild animals firearms (other than sporting guns) mechanically-propelled vehicles aircraft or watercraft

Sudden and Unintended Pollution

Pollution is excluded by General Exclusion 1(c) of this **policy** but this Section provides **pollution** cover subject to all other provisions of this **policy** for liability in respect of **injury** or loss of or **damage** to **property** caused solely by **pollution**

- (1) which results from a sudden identifiable unintended and unexpected incident and
- (2) such incident occurs entirely at a specific and identified time and place while the **policy** remains in force

Provided that

- (1) all **pollution** which arises out of any one incident will be deemed to have happened at the time such incident takes place
- (2) the **company** will not indemnify **you** against liability in respect of **pollution** happening anywhere in the United States of America or Canada
- (3) the total liability of the **company** for compensation will not exceed the **Limit of Indemnity** stated in the **schedule** applicable to this Section for this additional cover and for any claim otherwise payable under this Section arising from the same source or original cause

Wrongful Arrest

Legal liability to pay compensation together with **costs and expenses** following any charge of wrongful arrest or malicious prosecution made against **you** during the **period of insurance** in respect of any allegation of theft or the improper conduct by any person (other than **your** employees) in connection with the **business**.

SECTION 6 – LEGAL EXPENSES

NB: The insurance provided by this Section is on a “claims made” basis, which means that for there to be a valid claim under this Section, the claim must be reported to the **company** within the **period of insurance**.

INSURING CLAUSE

The **company** will indemnify **you** or an **insured person** against **legal expenses** incurred in respect of any of the **insured** incidents stated below arising in connection with the **business** provided that: -

- (1) the **insured** incident is notified to the **company** during the **period of insurance** and arises within the **geographical limits**;
- (2) any legal proceedings will be dealt with by a court or other body which the **company** agrees to within the **geographical limits**; and
- (3) in civil claims it is always more likely than not that **you** or an **insured person** will recover damages (or obtain other legal remedy which the **company** have agreed to) or make a successful defence.

DEFINITIONS TO THE LEGAL EXPENSES SECTION

Arbitration

means a method of settling a **dispute** by asking an independent lawyer to consider it. They will be chosen by **us** and **you** or an **insured person** jointly or (if agreement cannot be reached) by the president of The Law Society. Whoever loses the argument must usually pay the lawyer's costs. If **you** or an **insured person** lose, these costs are not covered by this **policy**.

Dispute

means any situation involving a disagreement with or action by someone in which **you** or an **insured person's** legal rights need to be protected, whether by legal proceedings or otherwise.

Insured Person

means any of the **insured's** principals, directors, partners or employees.

Legal Advice Service

means a professional legal advisory service provided on behalf of **us**, for advice and guidance in relation to the insurance provided by this Section. In certain instances seeking and following their advice prior to taking action is a condition of the insurance. Their contact details are stated at the end of this Section.

Legal Expenses

means

- (1) Legal costs - all reasonable and necessary costs chargeable by the **nominated representative** and the costs incurred by opponents in civil cases if **you** or an **insured person** has been ordered to pay them or **we** agree to pay them.
- (2) Accountants costs - all costs reasonably incurred by the **nominated representative**.
- (3) Attendance expenses – for each day that an **insured person** is required to attend any court or tribunal at the request of a **nominated representative**, **we** will pay the actual loss of the salary of an **insured person** for the time that they are off work; provided that: -
 - a) such salary or wages are not recoverable from the relevant court, tribunal or other party;
 - b) **we** will not pay for any loss incurred before an **insured person** makes a claim;
 - c) **we** will not pay for any claim where **you** are unable to support **your** loss.

Nominated Representative

means a lawyer, accountant or other suitably qualified person who has been appointed by **us** to act for **you** or an **insured person** in accordance with the terms of this Section.

Reasonable Prospects

means that in respect of each claim there is always more than a 50% chance of **you** or an **insured person** recovering damages, defending a claim or prosecution or obtaining a legal remedy. This will be assessed by **us** or **nominated representative**.

Geographical Limits

means

- (1) For insured incidents (2) (Legal Defence) and (3) b) Injury, The European Union, the Channel Islands, the Isle of Man, Albania, Bosnia Herzegovina, Croatia, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey (west of the Bosphorus).
- (2) For all other insured incidents, the United Kingdom, the Channel Islands and the Isle of Man.

INSURED INCIDENTS

(1) EMPLOYMENT DISPUTES AND COMPENSATION AWARDS

a) Employment Disputes

The **company** will pay **legal expenses** in relation to the defence of legal proceedings in an Employment Tribunal arising from or relating to a breach of an **employee's** contract of service or their statutory rights under employment legislation;

Provided that: -

- i. in the event of any issues that could give rise to a legal **dispute** with an **employee, you** or an **insured person** has contacted the **legal advice service** and followed the advice provided to them.
- ii. the **insured person** seeks and continues to follow all advice from the **legal advice service** as to the steps to be taken in the following situations: -
 1. before taking any disciplinary action or commencing a disciplinary procedure;
 2. before dismissing an **employee**;
 3. upon receipt of notification of any form of grievance by an **employee** or a complaint of discrimination;
 4. before starting any redundancy, process or making an **employee** redundant;
 5. before seeking to make a material change to an **employee's** contract, which is likely to have a negative impact on that **employee**;
 6. upon becoming aware of a situation that could give rise to a potential claim for constructive dismissal by any **employee**.

EXCLUSIONS TO EMPLOYMENT DISPUTES

- i. any claim in respect of damages for **injury** or **damage to property**;
- ii. any claim arising from or relating to any transfer of **business** which falls within the scope of the Transfer of Undertakings (Protection of Employment) Regulations 2006 and any subsequent amendment to them;
- iii. any claim relating to disciplinary hearings or internal grievance procedures;
- iv. the costs of any **disputes** relating to a settlement agreement;
- v. any **dispute** relating to a shareholding, partnership or directors contract;
- vi. any claim relating to future contracts of employment;
- vii. any claim relating to unpaid wages or commission or deductions from wages or commission;

- viii. any claim relating to benefits due under a contract of employment;
- ix. any claim relating to payment in relation to redundancy.

b) Compensation Awards

We will pay any basic and / or compensatory award which is awarded to an **employee** by either a tribunal or through the Advisory, Conciliation and Arbitration Service (ACAS) Arbitration Scheme, or an amount agreed by **us** in settlement of a **dispute**.

Provided that the basic and /or compensatory award follows a claim which **we** have accepted under **Insured Incident (1) a) (Employment Disputes)** above.

EXCLUSIONS TO COMPENSATION AWARDS

Any basic or compensation award relating to the following: -

- i. any award arising out of the **insured person's** failure to provide any **employee** with written reasons for their dismissal;
- ii. any award made as a result of the **insured person's** failure to provide a contract of employment or statement of terms and conditions of employment;
- iii. any award relating to any contractual rights to which the **employee** is entitled;
- iv. any claim in relation to equal pay or the minimum wage employment legislation.

c) Service Occupancy

We will pay **legal expenses** in relation to **your** legal rights against an **employee** or ex-**employee** to recover possession of **premises** owned by **you** or for which **you** are responsible.

EXCLUSION TO SERVICE OCCUPANCY

Any claim relating to defending **your** legal rights, other than defending a counter-claim.

(2) LEGAL DEFENCE

We will pay **legal expenses** in relation to: -

- a) defending **your** or an **insured person's** legal rights following an event which leads to **you** or an **insured person** being prosecuted in a court of criminal jurisdiction arising out of health and safety at work, occupational hygiene, food safety hygiene, food legality or the supply of safe goods;
- b) defending **your** or an **insured person's** legal rights following civil action taken against **you** or an **insured person** for wrongful arrest in respect of an accusation of theft alleged to have been carried out during the **period of insurance**.
- c) defending an **insured person's** legal rights if
 - i. an event arising from their work as an **employee** leads to civil action being taken against them under legislation for unlawful discrimination on the grounds of age, race, sex, sexual orientation, disability, religious belief or political opinion; or
 - ii. civil action is taken against them as a trustee of a pension fund set up for the benefit of **your** employees.
- d) representing **you** or an **insured person** in appealing against the imposition or terms of an Improvement or Prohibition Notice or a Suspension Notice or an Order of Enforcement or an Enforcement Deregistration or Transfer Prohibition Notice under any of the following legislation.
 - i. Health and Safety at Work etc Act 1974;
 - ii. Food Safety Act 1990;
 - iii. Fair Employment (Northern Ireland) Act 1989;
 - iv. Consumer Protection Act 1987; orany subsequent amendment to them.
- e) representing **you** in appealing against the refusal of the Information Commissioner to register **your** application for notification under the General Data Protection Regulation and any subsequent amendment to it.

Provided that insofar as proceedings under the Health and Safety at Work etc Act 1974 and any subsequent amendment to it are concerned the **geographical limits** shall be any place where the Act applies.

EXCLUSION TO LEGAL DEFENCE

Any claim which leads to **you** or an **insured person** being prosecuted for infringement of road traffic laws or regulations in connection with the ownership, driving or use of a motor vehicle.

(3) PROPERTY PROTECTION AND INJURY

a) Property Protection

We will pay **legal expenses** in relation to **your** legal rights in any civil action relating to material **property** which is owned by **you** or for which **you** are responsible following:

- i. any event which causes or could cause physical **damage** to such material **property**; or
- ii. any nuisance or trespass.

EXCLUSIONS TO PROPERTY PROTECTION

Any claim relating to the following.

- i. a contract entered into by **you**
- ii. goods in transit.
- iii. goods at **premises** other than those occupied by **you**, unless the goods are at such **premises** for the purpose of installation or use in work to be carried out by **you**.
- iv. mining subsidence.
- v. a motor vehicle owned by, hired or leased to or used by **you** or an **insured person**, other than **damage** to motor vehicles, where **you** are engaged in the **business** of selling motor vehicles.

b) Injury

We will pay **legal expenses** in relation to the pursuit of a claim arising from an incident causing bodily **injury** or death to an **insured person**.

EXCLUSIONS TO INJURY

Any claim relating to the following.

- i. any **injury** which develops gradually or is not caused by a specific or sudden accident;
- ii. defending any **insured person's** legal rights, other than defending a counter-claim;
- iii. a motor vehicle owned by, hired or leased to or used by **you** or an **insured person**;
- iv. any actual or alleged clinical, medical or dental negligence.

(4) TAX PROTECTION

We will pay **legal expenses** in relation to defending **you** during an investigation by HM Revenue and Customs: -

- a) following the commencement of a Tax Enquiry or Cross-Tax Enquiry
- b) an investigation of **your** compliance with Pay As **You** Earn regulations;
- c) an appeal to a VAT tribunal following an assessment by HM Revenue and Customs.

Provided that:

- i. **you** have taken reasonable care to ensure that accounts and tax affairs and record have been properly maintained
- ii. all returns to HM Revenue and Customs have been completed, are correct and submitted on time.

EXCLUSIONS TO TAX PROTECTION

Any claim relating to **your** prosecution or to the extent of anything done or to be done: -

- i. after any matter first becomes referred to or dealt with by any Special Office, Investigation Division or Collection Investigation Unit of HM Revenue and Customs;
- ii. in an official investigation before the government department has first expressed its dissatisfaction

- with the books and records **you** are required to produce for in-depth examination;
- iii. before the commencement of VAT enforcement proceedings against **you**;
 - iv. only because of some earlier official investigation into **your** tax affairs or some earlier VAT enforcement proceedings against **you**, or their failure to register for VAT;
 - v. in preparing, challenging, appealing or otherwise processing any tax computation, assessment, demand or payment which **you** would necessarily deal with, notwithstanding that official investigation or **dispute**;
 - vi. in connection with or arising from a tax avoidance scheme;
 - vii. **we** shall not be liable for an **excess** of £250

(5) EVICTION OF SQUATTERS

We will pay **legal expenses** to secure the eviction from any **premises insured** under Section 1 – Contents of this **policy**, of anyone who is not **your** tenant or ex-tenant and who does not have **your** permission to be there.

(6) CONTRACT DISPUTES

We will pay **legal expenses** in relation to **your** legal rights arising in a contractual **dispute** arising from an agreement or alleged agreement which has been entered into by **you** or on **your** behalf relating to the purchase, hire, lease, hire purchase, service, maintenance, testing, sale or provision of goods or services in relation to a **premises insured** under Section 1 – Contents of this **policy**

Provided that: -

- a) the amount in **dispute** exceeds £500;
- b) for an undisputed debt claim **you** must notify the **company** within 90 days of the **money** becoming payable and have already have undertaken all their normal credit control procedures and made reasonable efforts to recover the debt

EXCLUSIONS TO CONTRACT DISPUTES

We shall not be liable for **disputes** relating to: -

- a) **computer systems** that have been tailored to **your** requirements
- b) construction work, designing converting or extending a **premises**
- c) loans, mortgages, pensions, endowments, investments or any other financial product
- d) the purchase or sale of any **premises** or land
- e) the settlement, or lack thereof, under an insurance or assurance **policy**
- f) any tenancy agreement

LIMITS OF INDEMNITY

Our liability shall not exceed:-

- (1) for all claims which result from one or more events arising at the same time and from the same original cause:-
 - a) in respect of **Insured** Incidents 1), 2), 3) and 4) - £100,000, and
 - b) in respect of **Insured** Incidents 5) and 6) - £ 50,000; nor
- (2) for all claims which are notified to the **company** during the **period of insurance**, £500,000

EXCLUSIONS TO THE LEGAL EXPENSES SECTION

This Section does not cover the following;

- (1) an **excess** of £250 in respect of each and every claim except under 6 (Contract Disputes) when the amount in **dispute** exceeds £5,000, where an **excess** of £500 applies

- (2) any **legal expenses** incurred before the written acceptance of a claim by the **company**.
- (3) any claim (or any circumstances which might lead to a claim) of which the **insured** were, or should have been, first aware outside the **period of insurance**.
- (4) fines, penalties, compensation or damages which the **insured** or an **insured person** are ordered to pay by a court or other authority order, other than compensation awards as covered under **insured incidents (1) b) Compensation Awards**.
- (5) Any claim relating to patents, copyright, trademarks, merchandise marks, registered designs, intellectual **property**, secrecy and confidentiality agreements.
- (6) any claim relating to franchise rights or agency rights where the **insured** have the legal capacity to alter legal relations of another.
- (7) any **Insured Incident** deliberately or intentionally solicited by the **insured** or an **insured person**.
- (8) a **dispute** with the **company** not otherwise dealt with under Special Condition 10 of this Section.
- (9) any claim relating to a shareholding or partnership share in the **insured**.
- (10) an application for judicial review.
- (11) any legal action the **insured** or an **insured person** take which the **company** has not agreed to or where the **insured** or an **insured person** do anything that hinders the **company** or the **nominated representative**.
- (12) any claim if, either at the commencement or during the course of a claim notified under this section, the **insured** is bankrupt, have filed a bankruptcy or winding up petition, have made an arrangement with creditors, have entered into a deed of arrangement, are in liquidation or part or all of the **insured's** affairs or **property** is in the care or control of a receiver or administrator.

SPECIAL CONDITIONS APPLICABLE TO THIS SECTION

- (1) It is a condition precedent to **our** liability to meet any claim that **you** or an **insured person** shall:
 - a) give notice to **us** in writing during the **period of insurance** immediately upon becoming aware of any **Insured Incident** or event which may give rise to a claim under this sub section;
 - b) give **us** as soon as possible, all the information, documents and assistance **we** need to deal with any claim under this Section;
 - c) give **us** the reason for wishing to appeal against any decision given in legal proceedings which must be done immediately and in any event before the deadline for lodging the appeal;
 - d) forward to **us** immediately upon receipt every form ET1, and ET3 issued by an Employment Tribunal to **you** or an **insured person**.
- (2) **you** or an **insured person** shall
 - a) take reasonable steps to keep any amount **we** have to pay to a minimum;
 - b) send everything **we** ask for in writing.
- (3)
 - a) **we** must have accepted the claim in writing before they can deal with it.
 - b) **we** will accept the claim when they are satisfied that:
 - i. **we** have all the information that they need;
 - ii. **you** or an **insured person** can identify any person with whom **you** are in **dispute**; and
 - iii. it is reasonable for **you** or an **insured person** to pursue or defend their legal rights (taking into account a reasonable estimate of **your** or an **insured person's** total **legal expenses**) and **you** or an **insured person** will probably achieve a worthwhile result.
- (4)
 - a) **we** may appoint a lawyer or other suitably qualified person working for them to represent, pursue or defend **your** or an **insured person's** rights.
 In the event of any legal proceedings or if there is a conflict of interest, **you** or an **insured person** have the right to choose **your** / their own **nominated representative**. **You** must send **us** the name and address of such person before the commencement of any legal proceedings.
 - b) In other situations, or if **we** think that **you** or an **insured person** needs one to help to protect **your**

- or the **insured persons** rights, they will appoint a **nominated representative** to act on behalf of **you** or an **insured person**.
- c) **We** can take over and conduct and negotiate in the name of **you** or an **insured person** any claim or legal proceedings at anytime.
 - d) The **nominated representative** must co-operate fully with **us** at all times.
 - e) **We** will have direct contact with the **nominated representative**.
 - f) **You** or an **insured person** must cooperate fully with **us** and the **nominated representative** and must keep **us** up-to-date with the progress of the claim.
 - g) **You** or an **insured person** must give the **nominated representative** any instructions that the **we** requires.
- (5) If, following legal proceedings to which **we** have consented, **you** or an **insured person** wish to appeal or defend an appeal, the grounds for such appeal should be submitted to **us** immediately or as soon as practicable. Before any **legal expenses** towards the appeal are paid, **we** must agree that it is always more likely than not that the appeal will be successful.
- (6) a) **you** or an **insured person** must tell **us** if anyone offers to settle a claim.
b) If **you** or an **insured person** do not accept a reasonable offer to settle a claim, **we** may refuse to pay any further legal expenses.
c) **We** may decide to pay **you** or an **insured person** the amount of damages that the **insured person** is claiming or is being claimed against them, instead of starting or continuing legal proceedings.
- (7) a) If **we** ask, **you** or an **insured person** must tell the **nominated representative** to have **legal expenses** taxed, assessed or audited.
b) **You** or an **insured person** must take every step to recover **legal expenses** that **we** have to pay and must pay **us** any **legal expenses** that are recovered.
- (8) If any **nominated representative** refuses to continue acting for **you** or an **insured person** or if **you** or an **insured person** dismisses a **nominated representative**, the cover **we** provide will end at once unless **we** agree to appoint another **nominated representative**.
- (9) If **you** or an **insured person** settle a claim or withdraw their claim without **our** agreement or do not give suitable instructions to a **nominated representative**, the cover **we** provide will end at once and **we** will be entitled to re-claim any **legal expenses** paid.
- (10) If the **company** and **you**, or an **insured person** agree, **arbitration** can be used to settle any unresolved **dispute** about anything said in this **policy** or anything to do with the claim. If **arbitration** is used, **you** or an **insured person** may still take that **dispute** to court or try to settle it in another way.
- (11) **We** may, at their discretion, require **you** or an **insured person** to obtain an opinion from counsel at **your** or an **insured person's** expense as to the merits of a claim or proceedings. If counsel's opinion indicates that there are reasonable prospects for the pursuit or defence of a claim or proceedings, the cost of obtaining the opinion will be paid for by **us**.
- (12) **We** will not pay any claim covered under any other **policy** or any claim that would have been covered by any other **policy** if this Section did not exist.
- (13) All Acts of Parliament within the wording of this sub section shall include equivalent legislation in Scotland, Northern Ireland, as the case may be.
- (14) **We** may at any time settle the claim by paying the reasonable amount of damages claimed if in **our** opinion this would achieve a more economic solution.

LEGAL ADVICE SERVICE

We provide this service 24 hours per day seven days a week during the **period of insurance**. To help **us** check and improve service standards all calls are recorded.

We will give **you** confidential legal advice over the phone on any commercial legal problem affecting the **business** under the laws of the United Kingdom.

We will not accept responsibility if the helpline services fail for reasons outside of **our** control.

Legal advice service: Independent Living Group (ILG)

Telephone: 01476 513 796

Quoting reference: **China Taiping**

In all communications with the **company**, please quote **your policy** number

SECTION 7 – COMPUTER BREAKDOWN

INSURING CLAUSE

In the event of breakdown of any **computer system** belonging to the **insured** or for which the **insured** are legally responsible, the **company** will indemnify the **insured** in respect of any loss resulting from such breakdown, or at its option replace or reinstate such **computer system** in accordance with the provisions of the **policy**. Provided that their liability under this Section does not exceed the sum(s) **insured** shown in the **schedule** under Section 1 for **computer systems**

DEFINITIONS TO THE COMPUTER BREAKDOWN SECTION

Additional Costs of Working

means the reasonable costs necessarily incurred in minimising or preventing interruption or interference to the computer operations of the **insured**

Ancillary Equipment

means all equipment solely for use with the computer equipment comprising of air conditioning and cooling equipment, generating equipment, voltage regulating equipment, satellite and telecommunication links, computerised telephone exchanges, electronic access equipment and temperature and humidity recording equipment.

Breakdown

means loss destruction or **damage** caused by the actual breaking failure, distortion or burning out, electrical arcing, or artificially generated electrical current that disturbs electrical devices, appliances or wires, forming part of the computer equipment whilst in ordinary use, arising from defects in the computer equipment causing its sudden stoppage necessitating repair or replacement before it can resume operation.

Computer Systems

means **computer system** as defined in General Definitions but excluding:-

- (1) any equipment held as stock or customers equipment held in trust
- (2) any mobile device that where the sole or primary function of the item is to make send and receive telephone calls or SMS messages
- (3) equipment that is greater than 10 years old unless accepted and agreed by the **company**

Indemnity Period

means the period beginning with the occurrence of the breakdown and ending not later than six months thereafter during which the **insured's** computer operations are interrupted or interfered with as a consequence of the breakdown

Maintenance Agreement

means a contract providing on-call remedial and /or corrective maintenance with all parts and labour at an inclusive cost.

Reinstatement of Data

means the costs of reinstating **data** lost or **damaged** as a result of breakdown of **computer systems** but only for the costs of labour and materials expended in recreating such **data**, and not for the value of the information or **data** contained therein.

BASIS OF PAYMENT

In the event of breakdown as **insured** by this Section to the **computer system** the basis upon which the amount payable is to be calculated shall be.

- (1) where the **computer system** is **damaged** to the extent that it cannot be economically repaired, its replacement by similar computer equipment of similar capacity in a condition equal to but not better or more extensive than its condition when new. If it is impossible to replace the computer equipment with equipment of similar capacity replacement will be computer equipment to the next higher capacity.
- (2) where the **computer system** is **damaged** but can be economically repaired, the costs of restoration of the **damaged** portion of the **computer system** to a condition substantially the same as but not better or more extensive than its condition when new.

Provided that:

- a) the work of reinstatement is commenced and carried out with reasonable dispatch
- b) where the **computer system** is **damaged** in part only, the **company's** liability shall not exceed the sum representing the cost which would have been paid if the **computer system** had been wholly destroyed
- c) no payment shall be made until reinstatement costs have actually been incurred.
- d) where for any reason a payment cannot be made in accordance with (a) and (b) above

The liability of the **company** will be arrived at as if this basis of settlement had not been incorporated and shall be subject to the terms and conditions of the **policy**.

IN ADDITION COMPANY WILL PROVIDE COVER UNDER THIS SECTION AS FOLLOWS

Additional Computer System

Additional **computer system** acquired during the **period of insurance** up to a maximum of £25,000 or 10% of the **sum insured** as specified in the **policy schedule**, whichever is the lesser. Subject to **you** notifying the **company** as soon as practical and pay any additional premium due as result.

Additional Rental Charges

Additional rental costs arising out of the replacement of a lease / hire agreement in respect of similar **computer system** to that **damaged**, provided that the **company's** liability shall not exceed £7,500.

Incompatibility of Software, Programs or Data

Where breakdown of **computer system** results in **undamaged** software, programs or **data** which are incompatible with the replacement **computer system**, the **company** will at their option pay for either;

- (1) the necessary modifications to the replacement computer **system**, or
- (2) the conversion of the **undamaged** software, programs or **data** into a format compatible with the replacement **computer system**

provided that the **company's** liability shall not exceed £10,000 any one claim and in the aggregate for the **period of insurance**.

Loss Prevention Measures

Any reasonable costs incurred by **you** to avoid or mitigate **damage** which would otherwise be inevitable subject to the **company's** liability not exceeding £5,000 provided that;

- (1) the impending **damage** does not stem from any reasonable, foreseeable or gradually developing cause, and
- (2) the **company** are satisfied that the **damage** has been avoided or mitigated as a result of the measures taken.

Repair Investigation Costs

Where approved by the **company** costs including consulting fees necessarily and reasonably incurred in the reinstatement of the **computer system** consequent upon breakdown but not for preparing any claim provided that the **company's** liability shall not exceed £2,500

Temporary Repairs and Expediting costs

In the event of **damage** not excluded by this Section the **computer system**, additional expenses necessarily and reasonably incurred in making temporary repairs provided that the **company's** liability shall not exceed £2,500.

EXCLUSIONS TO THE COMPUTER BREAKDOWN SECTION

This Section does not cover;

- (1) an **excess** of £250 unless otherwise stated in the **schedule**,
- (2) loss of use of the **computer system** or other consequential losses, other than as provided for under additional costs of working, or liability of any nature whatsoever.
- (3) **damage** recoverable under any guarantee or maintenance agreement, rental, hire or lease agreement, or that would have been recoverable but for a breach(es) of **your** obligations under such agreement
- (4) **damage** to any **computer system** or computer numerically controlled machinery which takes in, processes, forms, cuts, shapes, grinds or conveys raw materials, materials undergoing the process or the finished product including any equipment forming a part of the dedicated power supply driving or controlling mechanism for such machine or apparatus or any consequential losses arising from **damage** thereto

SPECIAL EXTENSIONS TO THE COMPUTER BREAKDOWN SECTION

The following Extensions are applicable to this Section

Additional Costs of Working

The **company** will indemnify **you** for additional costs of working expended in consequence of breakdown, provided that the **company's** liability under this Extension shall exclude:-

- (1) any loss in **excess** of £25,000, or any greater amount stated in the **schedule**, during the indemnity period
- (2) any losses discovered later more than 6 months after the loss was initiated
- (3) any breakdown lasting less than 24 hours
- (4) breakdown caused by a deliberate act of the public electricity or telecommunications supply undertakings unless performed for the sole purpose of protecting life or any part of the supply undertakings system
- (5) any defective program or programming error or limitation computer virus or similar mechanism or loss of **data**

Reinstatement of Data

The **company** will indemnify **you** in respect of necessarily and reasonably incurred cost of **reinstatement of data** contained in the **computer system** in consequence of accidental or malicious erasure, loss, destruction, distortion or corruption discovered during the **period of insurance** and resulting directly from breakdown.

Provided that the **company's** liability under this Extension shall not exceed £25,000 in respect of any one loss, or in the aggregate in any one **period of insurance**.

The **company's** liability under this Extension excludes:

- (1) the amount of the **excess** as specified in the **schedule**
- (2) a deliberate act of the public electricity supply undertaking not performed for the sole purpose of

safeguarding life or protecting any part of the supply undertaking's system

- (3) a scheme of rationing not necessitated solely by accidental **damage** to the public supply undertaking's generating or supply equipment
- (4) the cost of reinstating **data** or programs on equipment used for teaching purposes in educational establishments.

SPECIAL CONDITIONS TO THE COMPUTER BREAKDOWN SECTION

It is a condition precedent to the liability on **company's** under this Section that **you** must:-

- (1) to keep the computer **system** in a proper state of maintenance and repair
- (2) maintain a minimum of 2 back-up copies of computer records, that are both capable of restoration, and such copies to be taken at least once every 48 hours. One copy of which must be stored off site.

SECTION 8 – BUILDINGS

This Section applies only if a **Sum Insured** is shown against this Section in the **schedule**

INSURING CLAUSE

If any buildings at the **premises** suffers **damage** during the **period of insurance** by a cause that is not excluded hereunder, the **company** will pay to **you** an amount calculated in accordance with the Basis of Payment, or at their option will reinstate or replace the buildings or any part of it which is lost destroyed or **damaged**. Provided that their liability under this Section does not exceed: -

- (1) the **sum insured** for each Item,
- (2) the total **sum insured** of all items

stated in the **schedule** applicable to this Section

DEFINITIONS TO THE BUILDINGS SECTION

NB: For the purpose of determining where necessary the definition within which any **property** is **insured** the **company** agree to accept the designation under which such **property** has been entered in **your** books

Buildings

means the buildings at the **premises** stated in the **schedule** applicable to this Section, substantially constructed of brick, stone, concrete or other non-combustible materials and including at the same address

- (1) landlords' fixtures and fittings
- (2) outbuildings extensions annexes and gangways
- (3) walls gates and fences
- (4) yards, car parks, driveways, service areas, roads and pavements,
- (5) telephone gas water and electric installations piping ducting cables wires and associated control gear and accessories extending to the public mains which **you** are responsible to repair or reinstate
- (6) fixed fuel oil tanks, fixed diesel fuel tanks and fixed liquefied petroleum tanks
- (7) security lighting, security cameras and other security devices, signs, communication aerials and similar devices and solar panels.

EXCLUSIONS TO THE BUILDINGS SECTION

This Section does not cover

(1) Change in the water table level

Damage attributable to change in the water table level

(2) Collapse

damage to a building or structure caused by its own **collapse** or cracking unless resulting from any specified peril

(3) Corrosion or change in temperature

damage caused by or consisting of corrosion rust wet or dry rot shrinkage evaporation contamination loss of weight dampness dryness marring scratching denting vermin or insects but the following is covered under this Section

- a) such **damage** not excluded elsewhere in this Section or **policy** or from any other accidental cause

- b) subsequent **damage** which itself results from a cause not excluded elsewhere in this Section or **policy**

(4) Excess

unless otherwise stated in the **schedule**

- a) the first £1,000 of each and every claim in respect of **damage** caused by subsidence, ground heave or landslip;
- b) the first £250 of all other claims

(5) Inbuilt defect wear tear and defective workmanship

damage to buildings caused by or consisting of

- a) inbuilt or latent defect gradual deterioration wear and tear its own faulty or defective design or materials
- b) faulty or defective workmanship operational error or omission on **your** part or that of any of **your** employees

but subsequent **damage** which itself results from a cause not excluded elsewhere in this Section or **policy** is covered under this Section

(6) Fences, gates and open-sided buildings

damage to fences, gates and open-sided or open-ended buildings caused by wind, rain, hail, sleet, flood or dust;

(7) Frost and weight of snow

damage caused by: -

- a) frost,
- b) by weight of snow to outbuildings, lean-to structures or the contents thereof

but subsequent **damage** which itself results from a cause not excluded elsewhere in this Section or **policy** is covered under this Section

(8) Joint leakage or breakdown

damage consisting of or caused by

- a) joint leakage or failure of welds cracking fracturing **collapse** or overheating of boiler economisers superheaters pressure vessels or any range of steam or feed piping connected to them
- b) mechanical or electrical breakdown or derangement in respect of the particular machine apparatus or equipment in which breakdown or derangement originates.

but the following is covered under this Section

- a) such **damage** not excluded elsewhere in this Section or **policy**
- b) subsequent **damage** which itself results from a cause not excluded elsewhere in this Section or **policy**

(9) Property insured by other insurance

any building which at the time of **damage** is **insured** by a more specific insurance

(10) Settlement of new structures and damage to buildings involving

damage caused by or consisting of: -

- a) normal settlement or bedding down of new structures

- b) subsidence ground heave or landslip which commenced prior to the inception of this cover
- c) the settlement or movement of made up ground or by coastal or river erosion 68
- d) movement or settlement of yards, car parks, roads, pavements, walls, gates or fences unless the main building **insured** by this Section are affected at the same time and by the same cause
- e) use of defective materials or arising from defective design or workmanship, or demolition, construction or structural alterations or repair of any buildings at the **premises**

(11) Theft

damage caused by theft or attempt thereat: -

- a) unless involving entry to or exit from the buildings at the **premises** by forcible and violent means or by violence or threat of violence to **you** or any employees
- b) involving the collusion of **you**, or any of **your** directors, partners or employees

(12) Unoccupied Buildings

damage in respect of any buildings which are **unoccupied** caused by: -

- a) freezing
- b) escape of water from any tank, apparatus, pipe or sprinkler installation
- c) malicious persons (other than by Fire or Explosion)
- d) theft or attempted theft

BASIS OF PAYMENT

(1) Day One Value Basis

This Condition applies only when a "Declared Value" is also shown for any Item in the **schedule** applicable to this Section

- a) The **insured** having stated in writing the "Declared Value" incorporated in each Item to which this Condition applies the premium has been calculated accordingly;
"Declared Value" means **your** assessment of the cost of reinstatement of the property **insured** by any Item arrived at in accordance with paragraph (1) of Reinstatement Basis of Payment at the level of costs applying at the inception of the **period of insurance** (ignoring inflationary factors which may operate subsequently) together with in so far as the insurance by the Item provides due allowance for
 - i. the additional cost of reinstatement to comply with Public Authority requirements
 - ii. professional fees
 - iii. debris removal costs
- b) At the inception of each **period of insurance** the **insured** shall notify the **company** of the "Declared Value" of the property **insured** by each of the said Item(s).
In the absence of such declaration the "Declared Value" for the previous **period of insurance** shall be increased by a percentage determined by the **company** and the resultant figure shall be taken as the Declared Value for the ensuing **period of insurance**
- c) Proviso b) of Reinstatement Basis of Payment is amended to read:-
If at the time of **damage** the "Declared Value" of the property **insured** by such Item be less than the cost of reinstatement (as defined above) at the inception of the **period of insurance** then the **company's** liability for any **damage** shall not exceed that proportion thereof which the "Declared Value" bears to the cost of reinstatement
- d) the liability of the **company** for the repair or restoration of **damage** to property **insured** will not exceed the amount that would have been paid if the property had been completely destroyed;

- e) no payment will be made beyond the amount that would have been payable in the absence of this Clause unless reinstatement commences and proceeds without unreasonable delay is and until the cost of reinstatement has actually been incurred.

(2) Reinstatement Basis of Payment

Subject to the undernoted provisions the basis upon which the amount payable in respect of any Item to which this Condition applies (other than stock, motor vehicles and their accessories employees' directors' visitors' and guests pedal cycles and personal effects) is to be calculated shall be the reinstatement of the buildings lost destroyed or **damaged**

For this purpose, reinstatement means

- a) the rebuilding or replacement of any buildings lost or destroyed which provided the liability of the **company** is not increased may be carried out
 - i. in any manner suitable to **your** requirements
 - ii. upon another site
- b) the repair or restoration of any **buildings damaged** in either case to a condition equivalent to or substantially the same as but not better or more extensive than its conditions when new.

Provided that

- a) the liability of the **company** for the repair or restoration of any buildings **damaged** in part only shall not exceed the amount which would have been payable had such buildings been wholly destroyed
- b) If at the time of reinstatement the sum representing 85% of the cost which would have been incurred in reinstating the whole of the **buildings insured** by any Item subject to this Condition exceeds **its sum insured** at the commencement of any **damage** the liability of the **company** shall not exceed that proportion of the amount of the **damage** which the said **sum insured** shall bear to the sum representing the whole of such **buildings** at that time
- c) No payment beyond the amount which would have been payable in the absence of this Condition shall be made
 - i. unless reinstatement commences and proceeds without unreasonable delay
 - ii. until the cost of reinstatement shall have been actually incurred
 - iii. if the **buildings insured** by any Item at the time of its **damage** shall be **insured** by any other insurance effected by or on **your** behalf which is not upon the same basis of reinstatement

(3) Index Linking

This Condition applies to all items **insured** by this Section, other than any item on Rent.

The **sum insured** (and the "Declared Value" where appropriate) on any Item will be adjusted by the percentage change in an appropriate price index determined by the **company**. No premium will be charged on such adjustments, but the renewal premium for the subsequent **period of insurance** will be calculated on the revised **sums insured** (and "Declared Value").

The index linking will continue to apply to the **sum(s) insured** of any **property insured** that is the subject of a claim (at the rate of 1/365th per day), until the time of final adjustment of the loss.

(4) European Union and Public Authorities

The cover under this Section for buildings extends to include additional costs of rebuilding or reinstatement of lost destroyed or **damaged property** which **you** incur solely to comply with: -

- (1) European Union Legislation, or
- (2) Building or other Regulations under or framed in pursuance of any Act of Parliament or with By-Laws

of any Public Authority excluding: -

- a) any such costs where the Item is not subject to the Reinstatement Basis of Payment Condition
- b) the cost incurred in complying with any of the aforesaid Regulations or By-Laws
 - i. in respect of **damage** occurring before this cover was granted
 - ii. in respect of **damage** not **insured** by this Section
 - iii. under which notice was served upon **you** before the date of **damage**
 - iv. in respect of **undamaged property** or **undamaged** portions of **property** forming any part of the **property** sustaining **damage** except for **undamaged** foundations (unless foundations are specifically excluded from cover by **endorsement** to this **policy**)
- (3) the additional cost exceeding that which would have been required to make good **property** which sustained **damage** to a condition equal to its condition when new had it not been necessary to comply with any one of the above Regulations or By-Laws
- (4) the amount of any charge or assessment arising out of capital appreciation which may be payable in respect of the **property** or by its owner in order to comply with any of the above Regulations or By-Laws.

Provided that:

- a) the work of reinstatement must be commenced and carried out without unreasonable delay and in any case must be completed within 12 months after the date of the **damage** or within such further time as the **company** may allow during the said 12 months) and may be carried out upon another site (if Regulations or By-Laws so require) subject to the **company's** liability not being increased by this additional cover
- b) if apart from this additional cover the **company's** liability for **property** is reduced by the application of any terms and conditions of this **policy** then the **company's** liability in respect of any such costs will be reduced in like proportion
- c) the total amount payable for **property** will not exceed the **sum insured** for it stated in the **schedule** applicable to this Section

SPECIAL CONDITIONS TO THE BUILDINGS SECTION

(1) Non-Invalidation

The insurance by this Section will not be made invalid by any act omission or alteration which unknown to **you** or beyond **your** control increases the risk of **damage** provided that **you**

- a) notify the **company** immediately **you** become aware of such act omission or alteration and
- b) pay any additional premium that the **company** may require

(2) Subrogation Waiver

In the event of a claim arising under this Section the **company** agrees to waive any rights remedies or relief to which they may become entitled by subrogation against any **company**:-

- a) in the relation of holding **company** or subsidiary to **you**
- b) which is a subsidiary of a parent **company** of which **you** are yourself a subsidiary in each case within the meaning of the relevant companies' legislation current at the time of the **damage**

(3) Flat Roof Condition

It is a condition precedent to the liability of the **company** for **damage** caused by storm or ingress of water that all flat felted roof(s) or areas of flat felt roofing, forming part of the **buildings** at the **premises** either owned by the **insured** or for which they are legally responsible shall be subject to inspection no less than once every 2

years by a qualified builder or surveyor and any defects identified by that inspection shall be repaired within 30 days of inspection.

IN ADDITION, THE COMPANY WILL PROVIDE COVER UNDER THIS SECTION AS FOLLOWS

Capital Additions

The cover under this Section includes

- (1) any newly erected or acquired buildings
- (2) alterations additions and improvements to buildings (but not for any appreciation in value) anywhere within the **geographical limits**

Provided that

- a) at any one location this cover does not exceed 10% of the total of the sums **insured** on buildings shown in the **schedule** applicable to this Section or £500,000 whichever is less
- b) **you** undertake to give particulars when this cover is required as soon as practicable and in any event at intervals of not more than six months and undertake to pay such additional premium as the **company** will require for insurance dating back to the date when the **company's** liability began

Contracting Purchasers

If at the time of loss or destruction of or **damage** to any buildings **you** have contracted to sell **your** interest in any buildings covered by this Section and the purchase is not completed but will be completed at a later date the purchaser will on completion of the purchase (in so far as the buildings is not **insured** elsewhere against such **damage** by or on his behalf) be entitled to benefit under this Section until completion of the purchase without affecting **your** rights and liabilities under this Section or those of the **company**

Debris Removal Costs

The insurance by each Item in the **schedule** applicable to this Section includes necessary **costs and expenses** **you** incur with the **company's** consent in

- (1) removing debris from
- (2) dismantling and/or demolishing
- (3) shoring up or propping

Provided that the **company's** liability for **damage** and debris removal costs will not exceed in total during any one **period of insurance** the **sum insured** stated for each Item in the **schedule** applicable to this Section

Defective Premises Act

Insofar as this Section indemnifies **you** against liability at law for compensation arising out of the ownership of buildings, such indemnity shall apply to liability incurred by them by virtue of Section 3 of the Defective **Premises** Act 1972 or Section 5 of the Defective **Premises** (Northern Ireland) Order 1975 or any subsequent amendment to them, in connection with buildings which have been disposed of by **you**.

The **company** shall not be liable under this Extension

- (1) in respect of such **injury** or **damage** happening prior to such disposal;
- (2) for the cost of remedying any defect or alleged defect which results or, if not remedied may result in **injury** or **damage** to the buildings aforesaid; or
- (3) if **you** are entitled to indemnity from any other source.
- (4) for **injury** or **damage** in connection with buildings which were owned by **you**

Interested Parties

It is understood that other parties may have an interest in certain buildings **insured** by this **policy**. The nature and extent of this interest must be disclosed in the event of **damage**.

Professional Fees

The cover under this Section for buildings includes necessary architects' surveyors' consulting engineers' legal and other fees **you** incur in reinstating **your** buildings following its **damage** as **insured** by this Section but not for preparing any claim.

Provided that the **company's** liability for **damage** and professional fees will not exceed in total the **sum insured** for each Item in the **schedule** applicable to this Section.

Property owners' liability

This insurance covers sums which **you** shall become legally liable to pay as compensation to any person other than an **employee** together with **costs and expenses** for accidental **injury** or **damage** to buildings solely in connection with their ownership of or responsibility for the buildings **insured** by this Section.

The **company's** liability under this Extension for all compensation payable to any one claimant or any number of claimants in respect of or arising out of all occurrences of a series consequent upon or attributable to one source or original cause shall not exceed the sum of £5,000,000.

In addition, the **company** will pay **costs and expenses**.

This Extension does not apply to or include liability arising

- (1) under any contract of indemnity which imposes upon **you** a liability **you** would not otherwise have been under; or
- (2) from boilers (other than a boiler used for domestic purposes only) or pressure plant
- (3) the first £250 of **damage** to third party property

Theft of fixed fabric of the buildings

Cover includes **damage** by theft, or attempt thereof of the fixed fabric of the building covered by this Section, including fixed external CCTV and security lighting equipment, but excluding: -

- (1) **damage** of or to any **unoccupied** building unless agreed otherwise by the **company** in writing
- (2) **damage** involving the collusion of **insured** or any employees
- (3) the amount of the **excess** shown in the **schedule** or £500 whichever is the greater

Provided that the liability of the **company** shall not exceed £25,000 in any one **period of insurance**

Trace and Access

In the event of **damage** resulting from escape of water or oil as covered by this **policy**, the **company** will pay

- (1) the costs necessarily and reasonably incurred in locating the source of such **damage** and subsequently making good and
- (2) the cost of repairing or replacing tanks, apparatus, pipes or appliances which have been **damaged** by freezing.

Provided that the **company** shall not pay more than £25,000 or 10% of the **Sum Insured** by this Section, whichever is the lesser, nor make a payment under this Extension if payment is being made under Section 1 of this **policy** for the same incident.

SECTION 9 – EQUIPMENT BREAKDOWN

This Section applies only if a **Sum Insured** is shown against this Section in the **schedule**

INSURING CLAUSE

In the event of an **accident** to **covered equipment** within the **geographical limits** owned by **you** or for which **you** are responsible during the **period of insurance** the **company** will indemnify **you** in respect of any loss resulting from such **damage** or at its option replace or reinstate such **covered equipment** in accordance with the provisions of the **policy**, provided that:-

- (1) during the **period of insurance** the liability of the **company** under this Section shall not exceed the total **sum insured** under Section 1 (Contents) or £1,000,000, whichever is the lesser amount.
- (2) such limit will not be reduced by the value of any claim for **damage** in the **period of insurance** unless the **insured** or the **company** advises to the contrary within 30 days of the loss.

DEFINITIONS TO THE EQUIPMENT BREAKDOWN SECTION

Accident

Means **damage** as a result of

- (1) electrical or mechanical **breakdown** including rupture or bursting caused by centrifugal force
- (2) artificially generated electrical current including electric arcing that disturbs electrical devices appliances or wires
- (3) **explosion** or collapse of steam boilers, steam pipes, steam engines or steam turbines owned or leased by **you** or operated under **your** control
- (4) loss or **damage** to steam boilers, steam pipes, steam engines or steam turbines caused by or resulting from any condition or event not otherwise excluded occurring inside such boilers or equipment
- (5) loss or **damage** to hot water boilers or other water heating equipment caused by or resulting from any condition or event no otherwise excluded occurring inside such equipment
- (6) operator error
- (7) caused by material being processed

If an initial **accident** causes another **accident** all shall be considered one **accident**. All **accidents** that are the result of the same event shall be considered one **accident**

Breakdown

means:

- (1) the actual breaking failure, distortion or burning out of any part of the **covered equipment** whilst in ordinary use arising from defects in the **covered equipment** causing its sudden stoppage and necessitating repair or replacement before it can resume work
- (2) fracturing of any part of the **covered equipment** by frost when such fracture renders the **covered equipment** inoperative
- (3) the actual complete severance of a rope but not breakage or abrasion of wires or strands even though replacement may be necessary

Collapse

means the sudden and dangerous distortion whether or not attended by rupture of any part of the **covered equipment** caused by crushing stress by force or steam or other fluid pressure other than pressure of chemical action or ignited flue gasses or ignition of the contents

Covered Equipment

means equipment built to operate under vacuum or pressure, (other than weight of contents) or used for the generation transmission or utilisation of energy

None of the following is **covered equipment**

- (1) structure foundation masonry brickwork cabinet compartment or air supported structure or building insulating or refractory material
- (2) sewer piping underground vessels or piping or piping forming part of a sprinkler system
- (3) water piping other than boiler feed water piping boiler condensate return piping or water piping forming a part of a refrigerating or air condition system
- (4) any electricity generating equipment other than emergency back-up power equipment or wind turbines less than 10kw or photovoltaic equipment less than 50kw
- (5) mobile plant and equipment (other than fork lift trucks used by the **insured** at their **premises**) dragline excavation or construction equipment
- (6) equipment manufactured by the **insured** for sale
- (7) tools dies cutting edges crushing surfaces trailing cables non-metallic linings driving belts or bands or any part requiring periodic renewal
- (8) any electronic equipment used for research diagnostic treatment experimental or other medical or scientific purposes
- (9) any manufacturing production or process equipment
- (10) domestic laundry kitchen audio visual and home entertainment equipment when such equipment is used in private living quarters
- (11) equipment owned by tenants of the **insured**
- (12) **computer systems**

Explosion

means the sudden and violent rending of the **covered equipment** by force of internal steam or other fluid pressure other than pressure of chemical action of ignited flue gasses or ignition of the contents causing bodily displacement of any part of the **covered equipment** together with forcible ejection of the contents

Manufacturing Production or Process Equipment

means any machine of apparatus which takes in processes forms, cuts shapes, grinds or conveys raw materials, material undergoing the process or the finished product including any equipment forming a part of the dedicated power supply driving or controlling mechanism for such machine or apparatus

Verified

means checked for accuracy and integrity to ensure a precise match with the source **data** and capable of restoration

EXTENSIONS TO THE EQUIPMENT BREAKDOWN SECTION

Business Interruption

If **Business Interruption** cover is operative under this **policy** the **company** will indemnify **you** for consequential losses as **insured** by Section 2 of this **policy** by an accident to covered equipment subject to:-

- (1) a maximum of £100,000 in respect of any one claim and in total for all claims in any **period of insurance**
- (2) the **company** shall not be liable for any losses incurred within the first 24 hours of any such interruption

Contents of Oil Storage Tanks

The **company** will indemnify **you** for loss of the contents of oil storage tanks belonging to **you** or for which **you** are responsible at the **premises** by

- (1) Escape of contents – leakage, discharge or overflow from the oil storage tanks caused by or resulting from an **accident**
- (2) Contamination – contamination of the contents of the oil storage tanks caused by or resulting from an **accident** including cleaning costs incurred as a result of such loss

This Extension excludes

- (1) Loss caused by fire howsoever the fire may have been caused
- (2) Loss resulting from corrosion erosion or wasting
- (3) Contamination of the contents resulting from
 - a) The natural settling, separation or accumulation of fluids or materials constituting the normal contents
 - b) The deliberate use of fluids or materials in the oil storage for cleaning flushing or similar purposes
- (4) Loss sustained whilst oil storage tanks are in transit
- (5) Costs or expenses arising from **pollution** or contamination of **property** not covered by this Extension

This Extension is provided subject to a maximum of £5,000 in respect of any one **accident** or series of **accidents** arising out of one occurrence

Expediting Expenses

With respect to **damaged covered equipment** the **company** will indemnify **you** for the reasonable extra cost to make temporary repairs and expedite permanent repairs or permanent replacement subject to an aggregate maximum of £20,000 in any one **period of insurance**

Hazardous Substances

The **company** will indemnify **you** for the additional cost to repair or replace **covered equipment** due to contamination or **pollution** by a hazardous substance. This includes the additional expenses to clean up or dispose of such **covered equipment**

Hazardous substance means any substance other than ammonia that has been declared to be hazardous to health by a government agency

Additional costs

mean those beyond what would have been required had no hazardous substance been involved This Extension

- (1) includes consequential loss as described in Section 2 only if Section 2 is operative
- (2) is provided subject to a maximum of £10,000 for any one loss

Hire of Substitute Item

If **covered equipment** is **damaged** as a result of an **accident** the **company** will indemnify **you** against the cost of hire charges **you** actually incur during the **period of insurance** for the necessary hire of a substitute item of similar type and capacity during the period of repair or until permanent replacement of the item **damaged** subject to an aggregate maximum limit of £5,000 in any one **period of insurance**

Loss Avoidance Measures

The **company** will indemnify **you** for reasonable costs necessarily incurred to take exceptional measures to prevent or mitigate impending **damage** to **covered equipment** as a result of an **accident** provided that

- (1) **damage** would reasonably be expected if such measurements were not implemented

- (2) the **company** are satisfied that **damage** has been avoided or mitigated by means of the exceptional measures
- (3) the amount payable shall be limited to the cost of **damage** which would have otherwise occurred
- (4) if **damage** had occurred it would have resulted in a claim that would have been accepted by the **company** under this Section of the **policy**

This Extension is provided subject to an aggregate maximum of £5,000 in any one **period of insurance**

Public Authorities/Law or Ordinance

If an **accident to covered equipment damaged** buildings and the loss is increased by enforcement of any public authority ordinance or law in force at the time of the **accident** that regulates the construction or repair of buildings or establishes zoning or land use requirements the **company** will indemnify **you** for the following additional costs to comply with such ordinance or law

- (1) **your** actual expenditures for the cost to demolish and clear the site of **undamaged** parts
- (2) **your** actual expenditures for increased costs to repair, rebuild or construct the buildings. If the buildings are repaired or rebuilt it must be intended for similar use or occupancy as the current buildings unless otherwise required by zoning or land use ordinance or law
- (3) consequential loss as described in Section 2 as a result of (1) or (2) above only if Section 2 is operative

The **company** shall not be liable for

- (1) any fine
- (2) any liability to a third party
- (3) any increase in loss due to a hazardous substance other than as specifically **insured** under Hazardous Substances Extension
- (4) increased construction costs until the **buildings** are actually repaired or replaced

This Extension is within and does not increase the **sum insured** for such buildings stated in Section 8 of the **policy schedule**

BASIS OF SETTLEMENT CLAUSE

Subject to the following Special Conditions the basis upon which the amount payable in respect of **covered equipment** is to be calculated shall be the reinstatement of the **covered equipment** the subject of an **accident** For this purpose reinstatement means

- (1) the replacement of **covered equipment** the subject of an **accident** which provided the liability of the **company** is not increased may be carried out
 - a) in any manner to **your** requirements
 - b) upon another site
- (2) the repair or restoration of **covered equipment** the subject of an **accident**

in the case of (1) or (2) to a condition equivalent to or substantially the same as but not better or more extensive than its condition when new

SPECIAL CONDITIONS

- (1) the **company's** liability for the repair or restoration of **covered equipment** the subject of an **accident** and shall not exceed the amount payable for replacement of the **covered equipment**
- (2) no payment beyond the amount which would have been payable in the absence of this clause shall be made
 - a) unless reinstatement commences and proceeds without unreasonable delay
 - b) until the cost of reinstatement shall have been actually incurred

- (3) All the terms and conditions of the **policy** shall apply in respect of any claim payable under this clause except insofar as they are varied hereby

CONDITIONS TO EQUIPMENT BREAKDOWN SECTION

Precautions

You shall exercise due diligence in

- (1) complying with any statute or order
- (2) ensuring that **insured** items of **covered equipment** are under a maintenance contract and are properly serviced, maintained and used in accordance with manufacturers' recommendations and in taking reasonable precautions to prevent loss or **damage**

EXCLUSIONS TO THIS SECTION

The **company** shall not be liable for

- (1) **damage** caused by or resulting from
 - a) any loss **insured** by Section 1 - Contents, Section 7 - Computer Breakdown or Section 8 - Buildings
 - b) a hydrostatic pneumatic or gas pressure test of any boiler or pressure vessel or an insulation breakdown test of any type of electrical equipment
 - c) mould fungus mildew or yeast whether or not such matter is living including any spores toxins vapour gas emissions or substances produced by or emanating from such mould fungus mildew or yeast
 - d) depletion, deterioration, corrosion, erosion, wear and tear or other gradually developing conditions but if loss or **damage** from an **accident** results the **company** shall be liable for that resulting loss or **damage**
 - e) loss due to solidification, biological activity or spontaneous chemical reaction in the contents of tanks
 - f) any fines or penalties
 - g) any liability to a third party
 - h) an **excess** of £500 each and every claim
- (2) loss of **damage** recoverable under the maintenance agreement or any warranty or guarantee or which would be recoverable but for breach of **your** obligations under the agreement.

SECTION 10 – THEFT BY EMPLOYEE

This Section applies only if **Limits of Indemnity** are shown against this Section in the **schedule**

INSURING CLAUSE

In the event of direct loss of **money** or other **property** belonging to or legally held by **you** by any act of theft committed by any **employee** during the **period of insurance** and discovered no later than 24 months after the termination of:-

- (1) this Insurance; or
- (2) the Insurance in respect of any **employee** specified by name or position whichever occurs first

the **company** will indemnify the **insured** for the amount of loss up to the **limit of indemnity** stated in the **schedule**

DEFINITIONS TO THE THEFT BY EMPLOYEE SECTION

References

means written or fully documented verbal **references** obtained directly from 1 to 5 below for the period of 2 years immediately preceding the commencement of employment of the **employee** with.

- (1) previous employers in respect of any period of employment confirming the dates and honesty of the **employee**
- (2) the accountant and one other customer in respect of any period of self-employment confirming the dates and honesty of the **employee**
- (3) the school, college or similar in respect of any period of full-time education confirming the dates and not indicating dishonesty by the **employee**
- (4) the Job Centre in respect of any period of unemployment of the **employee**
- (5) where the **employee** has been discharged from HM Forces, **you** should take a copy of the original discharge papers as evidence of the dates of service.

The maximum gap between 2 consecutive **references** without a further reference for the gap should be 28 days.

If **you** cannot obtain a reference for any period, **you** must obtain evidence of what the **employee** was doing, which must not indicate dishonesty (for example for overseas travel the evidence might be a copy of the passport).

Theft

means any act of fraud or dishonesty by an **employee** committed with the clear intent of obtaining an improper financial gain for themselves or for other person or organisation intended by the **employee** to receive such gain other than salaries fees commissions or other **employee** benefit earned in the normal course of employment.

BASIS OF PAYMENT

The liability of the **company** will not exceed the **limit of indemnity** stated in the **policy schedule** to any one **employee** and in respect of all claims during the **period of insurance**.

EXCLUSIONS TO THE THEFT BY EMPLOYEE SECTION

This Section does not cover

- (1) the first £500 of each and every claim unless otherwise stated in the **schedule**

- (2) loss of interest or consequential loss of any kind
- (3) any loss which proof is dependent upon an inventory or a profit and loss computation
- (4) loss caused by any person **you** hire or borrow from another employer
- (5) loss caused by the act of any **employee** prior to the commencement of cover for that **employee**
- (6) a director who controls more than 5% of the issued share capital of the **insured**

SPECIAL CONDITIONS TO THE THEFT BY EMPLOYEE SECTION

- (1) Any **money** of the **employee** held by **you** or any **money** or assets which, but for the act of fraud or dishonesty have been due to the **employee** shall be deducted from the amount of loss. Any subsequent recovery shall be shared in the proportion that the amount of the loss borne by **company** and **you** bears to the total amount of loss.
- (2) In the event of any claim **you** shall identify, by name, the **employee** who has committed the acts **insured** against giving rise to the loss which is the subject of such claim.
- (3) Immediately following discovery by **you** or any other person responsible for supervising employees of any act of fraud or dishonesty committed by an **employee**, this Insurance shall cease in respect of any further acts of fraud or dishonesty by such **employee**
- (4) **You** should retain **References** for all employees as they will need to produce them for each **employee** involved or implicated in a claim who was engaged on or after the commencement date of this Insurance.
- (5) The following Minimum Standards of Control and Supervision regarding financial matters of **your business** are the **company's** minimum requirements and shall be operated or brought into force by **you**, and maintained throughout the **period of insurance**. No changes shall be made to the Minimum Standards of Control unless agreed in writing by the **company**:-
 - a) Audit: **your** accounts must be examined by external auditors every 12 months. Any recommendations made by the auditors or alternatives acceptable to them must be implemented by **you** without delay
 - b) Cheque signing: any cheque or other bank instruments drawn for more than £5,000 shall require 2 signatories, both manually signed, after the amount payable has been inserted. At least one signatory must examine all the supporting documentation before signing. **Your** bank must be aware of this requirement.
 - c) Payroll: For all employees not paid by crossed cheque or credit transfer, the amount of the total payroll shall be subject to an independent check before payment is made to verify the amount being drawn at least once per quarter and independently of persons responsible, the payroll must be checked to ensure correct and no sign of inflated payments or fictitious names.
 - d) Stocktaking: there must an annual physical check on all stock and materials held against **verified** records of Stock held, independently of employees responsible for stock
 - e) Computer security: security controls and checks over computer functions, must be integral to the system, with reconciliations made as necessary. Responsibilities for processing of transactions, authorisation of transactions and handling of output shall be exercised by different employees.

IN ADDITION, THE COMPANY WILL PROVIDE COVER UNDER THIS SECTION AS FOLLOWS

Auditors fees

The **company** will indemnify **you** against the cost of auditors' fees incurred with the **company's** written consent solely to substantiate a claim under this Section, provided that the indemnity so provided shall not increase the **limit of indemnity** provided.

SECTION 11 – PERSONAL ACCIDENT

This Section applies only if **Amounts of Benefit** are shown against this Section in the **schedule**

INSURING CLAUSE

In the event of an **insured person** suffering **bodily injury** during the **period of insurance**, whilst anywhere in the world in connection with the **business**, the **company** will pay the appropriate Benefit from the Benefits Table below, multiplied by the number of “Units Per Person” **insured**, as stated in the **policy schedule**.

DEFINITIONS TO THE PERSONAL ACCIDENT SECTION

Insured Persons

means persons and or categories of **employees** named in the **policy schedule**

Bodily Injury

Means **injury** caused by

- (1) accidental, violent, external and visible means; or
- (2) exposure to the elements following a misfortune to any aircraft, vessel, in which an **insured person** is travelling, excluding any illness or disease.

Medical Expenses

means 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 or ambulance charges.

Permanent Disablement

means

- (1) total loss of use or physical severance of a limb at or above the wrist or ankle
- (2) loss of an eye or total and irrecoverable loss of sight in one or both eyes or loss of speech or hearing
- (3) permanent and total disablement from engaging in or giving attention to a profession **business** or occupation of any kind

Temporary Total Disablement

means disablement other than **permanent disablement** preventing the **insured person** from engaging in or giving attention to their usual **business** profession or occupation

BENEFITS

Bodily Injury causing	One unit of Benefit
1. death	£10,000
2. total and irrecoverable loss of all sight in one or both eyes rendering the insured person absolutely blind in the eye or eyes beyond remedy by surgical or other treatment	£10,000
3. total loss by physical severance or complete and irrecoverable loss of use of either one or both hands or one or both feet	£10,000
4. permanent total disablement (other than as provided by benefits 2 and 3 entirely preventing the insured person from engaging in or giving attention to their usual occupation	£10,000
5. temporary total disablement entirely preventing the insured person from engaging in or giving attention to their usual occupation.	£100 per week
6. Reimbursement of medical expenses necessarily incurred in the treatment of the insured person	15% of Item 5

EXCLUSIONS TO THE PERSONAL ACCIDENT SECTION

This Section does not cover

- (1) the first 14 days of disablement
- (2) the first 28 days of disablement resulting from playing any type of football rugby or field hockey.
- (3) **bodily injury** resulting from an **insured person** taking part in or practicing for
 - a) abseiling, boxing, caving, hunting, ice hockey, judo, martial arts, polo, potholing, professional sports, sub aqua diving, water skiing, winter sports or wrestling;
 - b) flying and aerial activities of any kind other than as a fare paying passenger (not carrying out any duties in connection with the flight) in a properly certified or licensed aircraft constructed to carry passengers;
 - c) mountaineering or rock-climbing which would normally necessitate the use of ropes or guides; or
 - d) racing of any kind other than on foot or swimming.
- (4) **bodily injury** resulting from the use by an **insured person** of
 - a) a motorcycle (as driver or passenger); or
 - b) fixed power-driven woodworking machinery.
- (5) **bodily injury** arising from
 - a) any pre-existing defect, infirmity, medical condition or chronic or recurring ailment of which an **insured person** is aware or could reasonably be expected to have been aware unless it has been declared in writing to and accepted by **company**; or
 - b) pregnancy or childbirth.
- (6) **bodily injury** sustained while under the influence of or due wholly or partly directly or indirectly to the taking of alcohol or drugs, other than drugs taken as directed and prescribed by a qualified and registered medical practitioner, but not for the treatment of drug addiction.
- (7) an **insured person** committing or attempting to commit suicide.
- (8) self-inflicted **bodily injury**.
- (9) wilful exposure to danger except in an attempt to save human life.
- (10) **bodily injury** sustained by any **insured person** under 16 or over 65 years of age at the commencement of the **period of insurance**.
- (11) **bodily injury** resulting solely in the inability to take part in sports or pastimes.
- (12) **bodily injury** resulting from an **insured person's** own criminal act or taking part in civil commotion.
- (13) **bodily injury** resulting from use of nuclear, chemical or biological weapons of mass destruction, howsoever these may be distributed or combined.

Use of nuclear weapons of mass destruction means the use of any explosive nuclear weapon or device or the emission, discharge, dispersal or escape of fissile material emitting a level of radioactivity capable of causing incapacitating disablement or death amongst people or animals.

Use of chemical weapons of mass destruction means the emission, discharge, dispersal, release or escape of any solid, liquid or gaseous chemical compound which, when suitably distributed, is capable of causing incapacitating disablement or death amongst people or animals.

Use of biological weapons of mass destruction means the emission, discharge, dispersal, release or escape of any pathogenic (disease producing) micro-organisms and chemically synthesised toxins (including genetically modified organisms and chemically synthesised toxins) which are capable of causing incapacitating disablement or death amongst people or animals.

SPECIAL CONDITIONS TO THE PERSONAL ACCIDENT SECTION

- (1) Claims shall not be payable under more than one of benefits 1 to 5 in respect of the same **bodily injury** or the same period of disablement, except that payment may be made under benefit 5 for any period prior to being made under benefits 1, 2, 3 or 4, provided that the amount already paid under benefit

5 shall be deducted from the payment due under benefits 1, 2, 3 or 4.

After a claim has been paid under one of benefits 1, 2, 3 or 4, no further liability shall attach to **company** in respect of the **insured person**.

- (2) Benefit 4 shall be payable only on certification by a medical referee of permanent total disablement and not before the expiry of 104 consecutive weeks **temporary total disablement**
- (3) The maximum weekly amount payable under Benefit 5 shall not exceed 75% of the Gross Weekly Wage.
- (4) The maximum amount payable under Benefit 6 Medical Expenses shall not exceed 15% or £5,000 whichever is the less.
- (5) Benefit 5 shall be payable up to but not exceeding in all 104 weeks in respect of any period of disablement resulting from any one **bodily injury** and shall be paid at the end of any period of disablement or, at **your** request, at periodic intervals of not less than 4 weeks.
- (6) Benefit 6 shall be payable up to but not exceeding in all 52 weeks in respect of any period of disablement resulting from any one **bodily injury** and shall be paid at the end of any period of disablement or, at **your** request, at periodic intervals of not less than 4 weeks.
- (7) The **insured person** shall take all practical steps to minimise any **bodily injury**.
- (8) a) The **insured person** shall, as often as required and at **company's** expense, submit to examination by a medical practitioner of **company's** choice.
b) the **company** shall be entitled to a post mortem examination at **company's** own expense in the event of the death of an **insured person**.
- (9) **You** must inform the **company** in writing as soon as possible
 - a) of any change in an **insured person's** occupation, habits, leisure pursuits or bodily powers; or
 - b) after receipt of a renewal invitation of any **bodily injury** or change in state of health not already notified to **company** suffered since the previous renewal date.
- (10) This Section is not assignable and **your** receipt or **your** legal representatives' receipt shall be a valid discharge of **company's** liability.
- (11) **You** must inform the **company** in writing as soon as possible if other insurance (other than temporary travel) against **bodily injury** is affected on behalf of an **insured person**.
- (12) General Condition (7) (Duty of Fair Representation) sets out the obligations upon the **insured** to make a complete and accurate presentation of the risk, and the **company's** rights and remedies in the event of a breach of this duty. The **company** hereby agrees that in the event that such a breach arises solely from misrepresentation by or on behalf of an **insured person** in connection with this Section, that the rights and remedies of the **company** shall only apply in respect of the cover for that **insured person**, and the remainder of the **policy** will be unaffected.
- (13) The maximum liability of the **company** arising out of any single incident involving **bodily injury** to more than one **insured person** shall not exceed £250,000.

ADDITIONAL BENEFITS – CYBERSCOUT

Working in partnership with Cyberscout, **your policy** includes access to bespoke cyber protection support and relevant educational services to help **you** avoid becoming a victim of a cyber incident. The details of how to access this service can be found in **your policy schedule**.



Personal Cyber Assistance

In Partnership with Cyberscout



CONTENTS GUIDE

- 2 Cyber Landscape
- 3 General Cyber Information
- 4 Services Overview
- 5 Examples of Resolution Services
- 7 Cyber Education for Individuals & Families
- 8 How to get our Help
- 9 Glossary of Cyber Terms

Cyber Landscape



Between 45-50% of all illicit trading of personal information from stolen credit card info to usernames and passwords can be traced back to breaches of social media platforms.

In the first 6 months of 2019, 4.1 billion personal records were exposed via data breaches.

Cybercrime in the UK and Japan rose significantly in 2018 (30% and 31%) and are continuing upward trajectory. (Accenture Security Report)

84% of ID fraud cases are through online application channels (The Fraudscape, 2018, CIFAS)

The most targeted age group for social engineering are over 60 (The Fraudscape, 2018, CIFAS)

Social media-enabled cybercrimes generate \$3.25 billion in global revenue per year (Bromium & McGuire)

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GENERAL CYBER INFORMATION

In today's digital age, individuals and families face increasing risk of digital fraud and theft.

Your insurance policy includes access to innovative market leading cyber protection services.

While cyber incidents involve the technology component, they are often not without an element of human risk.

Cybercriminals often use human tactics to trick victims into providing credentials and personal information to access accounts online. This is why having live, personal services is so important. Our personal cyber services go above and beyond standard software solutions.



You may find detailed definitions of these terms in the Glossary on pages 9-11



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Call the Resolution Centre 24/7 any time of day to learn how to protect from cyber incidents before they happen: **08000608751**

Access our Cyber Education Portal to stay up to date on the latest cyber protection tips

Learn today's best practices to protect against identity theft and fraud.

When things go wrong, a dedicated specialist will stay with your case from first call to resolution.

We will walk you through the process of acquiring your credit report to ensure all your credit details are accurate.

We will help you notify the appropriate organisations to ensure you are protected, including banks, credit card companies, government agencies, police report filing, social media platforms, and more.

We document all information and materials throughout the case to ensure you have all the evidence needed.

Multiple languages available with the Resolution Centre

Services Overview



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Examples of Resolution Services

Type of Cyber Event	Example Scenario	Examples of Personal Cyber Guidance Provided by our Resolution Center
Identity Theft	Customer receives a collections notice informing them that unbeknownst to them, a business was set up in their name and is overdue thousands of pounds in merchant credit.	<ul style="list-style-type: none"> Assist with notification of credit bureaus Investigate if bank/credit card company will reimburse
Financial Fraud/Fund Transfer Fraud	Customer receives scam phone call and is tricked into divulging their personal account information. Funds are transferred out of their account without their permission.	<ul style="list-style-type: none"> Assist with cancellation/freezing of accounts until situation has been resolved Investigate if bank/credit card company will reimburse lost funds Investigate if further security can be placed on account moving forward Assist with changing passwords on all accounts

Please note that some resolutions may incur a charge if additional services are required e.g. expert technical support, legal support



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Online Retail Fraud	Customer finds a great deal on a new car online. They send funds as a deposit with no follow up from seller, and discover it was a false listing.	<ul style="list-style-type: none"> • Assist with contacting retailer or online platform • Assist with changing passwords to secure shopping/sales account • Contact credit cards and/or Paypal, etc. to confirm if charge was processed • Assist with contacting law enforcement if appropriate
Ransomware Support & Recovery	Customer is locked out of their computer or mobile device and receives a message demanding payment for it to be unlocked. Their information is fully encrypted.	<ul style="list-style-type: none"> • Determine severity of situation and advise on immediate steps • Advise to disconnect computer or device from network • Determine if there are backups available and if they can be accessed • Engage IT forensic experts as needed
System Compromise	Customer's data is lost or destroyed due to ransomware, phishing, keystroke loggers, etc.	<ul style="list-style-type: none"> • Confirm system compromise has occurred and gather information (device type, operating system, etc.) • Assist with contacting law enforcement
Extortion & Reputational Damage (Social Engineering, Cyber Bullying, etc.)	Customer is being blackmailed online with private photos and videos.	<ul style="list-style-type: none"> • Assistance with filing report • Assistance collecting evidence • Liaising with bank • Engage IT forensic experts
Liability Exposure Support	Customer has had legal action taken against them or needs to take legal action as a result of a cyber incident	<ul style="list-style-type: none"> • Confirm a liability situation exists and the customer requires legal assistance • Assist with filing a claim for external legal costs as needed

Please note that some resolutions may incur a charge if additional services are required e.g. expert technical support, legal support



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We provide "Knowledge Centres" which are online portals that provide content and educational information to help you avoid becoming a victim of fraud.

Access the Portal
Chinataiping.mycybercentre.com



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Feel Safe

With our Cyber Services, you will receive valuable educational resources and tools that help you better understand your data risk and take steps to prepare for a cyber incident.

If you are affected by an incident, you will have unlimited access to a hotline to call for support in determining the extent of the incident, guidance on remediation and complete support.



How to get our Help

Access our services

- ❖ Call our 24/7/363 hotline on **08000608751** and talk to one of our specialists
- ❖ We can service the line from 3am-10am GMT in Mandarin Chinese
- ❖ Go online to access our dedicated educational portal:

Chinataiping.mycybercentre.com

GLOSSARY OF CYBER TERMS

Account takeover	• A form of identity theft where a fraudster illegally uses bots (autonomous programs) to get access to a victim's bank, e-commerce site, or other types of accounts. A successful account takeover attack leads to fraudulent transactions and unauthorized shopping from the victim's compromised account.
Cyber Attack	• An attempt by hackers to damage or destroy a computer network or system – malware, phishing, denial of service, ransomware.
Cyber Bullying	• A form of bullying or harassment using electronic means. Cyberbullying and cyber harassment are also known as online bullying. Online bullying is targeted, deliberate and consistent. It has become increasingly common, especially among teenagers.
Extortion and Reputation Damage	• A crime in which one person forces another person to do something against his will, generally to give up money or other property, by threat of violence, property damage, damage to the person's reputation, or extreme financial hardship. Extortion involves the victim's consent to the crime, but that consent is obtained illegally.
Financial Fraud	• A deliberate deceit involving financial transactions for the purpose of personal gain and that results in a financial loss for the victim. The fraud can be committed either online, in person or via correspondence.
Hacker (white hat, gray, black)	• A hacker is an expert at programming and solving problems with a computer or at gaining access to information on a computer. Not all hackers are malicious. Many companies hire white hat hackers to test or challenge their information systems and to highlight security failings that require safeguarding. A grey hat hacker is a computer hacker or computer security expert who may sometimes violate laws or typical ethical standards but does not have the malicious intent typical of a black hat hacker. Black hat hackers are responsible for writing malware, which is a method used to gain access to computer systems. Their primary motivation is usually for personal or financial gain, but they can also be involved in cyber espionage, protest or perhaps are just addicted to the thrill of cybercrime.

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Identity Theft

- The deliberate use of someone else's identity, usually as a method to gain a financial advantage or obtain credit and other benefits in the other person's name, and often to the other person's disadvantage or loss.

Liability

- One of the most significant words in the field of law, liability means legal responsibility for one's actions or omissions. A liability, in general, is an obligation to, or something that you owe somebody else.

Mail fraud

- A person commits mail fraud when they are involved in the mailing of something associated with fraud. Mailing contracts, receipts, and communications regarding a fraudulent deal could all be classified as mail fraud. Also includes mail sent through private and commercial carriers and also electronically through emails.

Online Retail Fraud

- A type of fraud or deception which makes use of the Internet and could involve hiding of information or providing incorrect information for the purpose of tricking victims out of money, property, and inheritance. Goods or services are offered at cheap prices but are never shipped or provided. The payments are, of course, kept.

Malware

- Malware is the collective name for a number of malicious software variants, including viruses, ransomware and spyware. Malware typically consists of code developed by cyber attackers, designed to cause extensive damage to data and systems or to gain unauthorized access to a network. The user is fooled into running an infected software or operating system for the malware to spread.

Pharming

- The fraudulent practice of directing Internet users to a bogus website that mimics the appearance of a legitimate one, in order to obtain personal information such as passwords, account numbers, etc.

Phishing

- The fraudulent practice of sending emails purporting to be from reputable companies in order to persuade or fool individuals to reveal personal information, such as passwords and credit card numbers. Some phishing scams can target organizational data in order to support espionage efforts or state-backed spying on opposition groups.

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Ransomware

- A type of malicious software designed to block access to a computer system until a sum of money is paid. It works by encrypting user data until the correct decryption key has been entered. It is usually downloaded unwittingly by clicking on an email link or a deceptive web link.

Social Engineering

- In the context of cybercrime, social engineering is the use of deception to manipulate individuals into divulging confidential or personal information that may be used for fraudulent purposes.

Systems/Data compromise

- A nice way of saying that someone or something has maliciously broken into your computer system without your knowledge or permission. It means that you can't trust the integrity of any file (program, document, spreadsheet, image, etc.) on your computer. Cardholder data compromise occurs when a merchant's payment system is accessed maliciously, and cardholder account information is stolen.

Spoofing

- In the context of information security, and especially network security, a spoofing attack is a situation in which a person or program successfully identifies as another by falsifying data, to gain an illegitimate advantage. Can apply to emails, phone calls, and websites, or can be more technical, such as a computer spoofing an IP address, Address Resolution Protocol (ARP), or Domain Name System (DNS) server.

Spyware

- Unwanted software that infiltrates your computing device, stealing your internet usage data and sensitive information. Spyware is classified as a type of malware — malicious software designed to gain access to or damage your computer, usually without your knowledge. Spyware is used for many purposes.

Two-factor authentication (2FA)

- An authentication method in which a computer user is granted access only after successfully presenting two or more pieces of evidence to an authentication mechanism: knowledge, possession, and inherence. This could be a password, telephone access, fingerprint or facial recognition or a secret question about yourself to answer. 2FA is a type of multi-factor authentication.

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CLAIMS CONDITIONS AND NOTIFICATION

CLAIMS GENERAL CONDITIONS

The following Conditions apply to all Sections of this **policy** and **you** must comply with them or this **policy** may not be in force

(1) Your responsibilities

- a) notify the **company** or **your** insurance intermediary as soon as is practicable, but no later than the following timescales, and give full details of the occurrence:
 - i. 7 days of **damage** caused by riot civil commotion strikes labour disturbances or malicious persons
 - ii. 30 days of **damage** by any other cause or **injury insured** by this **policy**
 - iii. forward to the **company** immediately on receipt and without answering it any letter claim writ summons or process
- b) inform the police as soon possible in respect of any loss, destruction or **damage** arising from theft, malicious **damage** or other crime affecting **your business**. (<https://www.police.uk/information-and-advice/reporting-crime>)
- c) send to the **company** at their own expense a written claim together with such detailed particulars and proofs certificates or other documents as may reasonably be required by the **company** and send also details of any other insurance covering the loss destruction **damage injury** or liability for which they are claiming indemnity under this **policy**.
- d) take all reasonable steps to diminish or avoid the **damage** and to minimise any interruption of or interference with the **business**, or risk of **injury**
- e) not negotiate with nor make any admission of liability nor offer payment or promise to any party without the **company's** written consent
- f) must retain ownership of their property at all times, and not abandon any property to the **company**. The **company** will not take ownership, possession or accept liability for any of the **insured's** property unless agreed in writing first
- g) **You** are required to pay **us** the excess as noted on the **schedule** before settlement of any claim, or the excess amount will be deducted from any payments **we** make to **you** or any other party in respect of any claim made on or against **your policy**

The **company** shall be under no obligation to settle a claim under this **policy** unless the terms of this Condition have been complied with and any payment on account of a claim already made shall be repaid to the **company**.

(2) The company's rights

- a) If any event happens which may give rise to a claim under this **policy** the **company** will be entitled to:
 - i. enter the building where **damage** has occurred and to take and keep possession of **damaged** property herein and to deal with the salvage in a reasonable manner and this Condition shall be proof of **your** consent for such purpose - no property may be abandoned to the **company**;
 - ii. exercise sole conduct and control over the defence or settlement of any claim made upon **you** or any other person covered by this **policy** by any other party
 - iii. prosecute in **your** name or the name of any other person covered by this **policy**, but for the **company's** benefit, any claim for damages or indemnity
- b) In the event of any claim under this **policy**, **you** shall at the **company's** request and expense take and permit to be taken all necessary steps for enforcing rights against any other party in **your** name before or after any payment is made by the **company**
- c) **You** will provide all help and assistance and co-operation required by the **company** in connection with any claim.
- d) The **company** may at any time pay to **you** in connection with any claim, or series of claims, the amount

of the indemnity or the **sum insured**, or such lesser amount as the claim or claims can be settled for, after the deduction of any amounts already paid and the amount of any **excess**

The **company** will not make any further payment in respect of such claim, or claims, except for **costs and expenses** which they have already agreed to bear and which were incurred prior to such payment

PROCEDURE FOR NOTIFYING CLAIMS

(1) applicable to all Sections other than Legal Expenses claims under Section 6

In the event of an incident which may give rise to a claim, **you** must notify the **company**, or their insurance intermediary, giving full details of what has happened as soon as possible, and in accordance with the timescales detailed in Claims Condition (1). To notify **us**, please contact **our** Claims Department, quoting **your policy** number, via:

During working hours:

Write to **us** at: **China Taiping Insurance (UK) Co Ltd, 2 Finch Lane, London EC3V 3NA**

Or telephone: **020 7839 1888**; or Facsimile: **020 7621 1202**

Or via e-mail at: **newclaims@uk.cntaiping.com**

For emergency and outside of working hours:

Please contact: **IAS Chartered Loss Adjusters**

Telephone: **014 2485 0333**

(2) applicable to any Legal Expenses claims under Section 6

All claims are handled on the **company's** behalf by Independent Living Group (ILG) and in the event of an incident that may arise in a claim they should be contacted in writing at the address shown below.

Reference to the **company** in this Section in relation to the control and handling of any claim the **insured** make may refer to either the **company** or Independent Living Group (ILG) acting on **company's** behalf.

NB: Please note that in respect of Cover (1) for Employment Disputes, **you** must contact the Legal Advice Service, and to follow all the advice provided by them, prior to taking any steps of instituting any disciplinary action, redundancy process or making a material change to an **employee's** contract of employment.

Legal advice service: **Independent Living Group (ILG)**

Address: **Premier House, Londonthorpe Road, Grantham, Lincolnshire NG31 9SN**

Telephone: **01476 513 796**

Quoting reference: **China Taiping**

PRIVACY AND YOUR PERSONAL INFORMATION

YOUR PERSONAL INFORMATION NOTICE

Who we are

We are the underwriter(s) identified in the contract of insurance and/or in the certificate of insurance.

The basics

We collect and use relevant information about you to provide you with your insurance cover or the insurance cover that benefits you and to meet our legal obligations.

This information includes details such as your name, address and contact details and any other information that we collect about you in connection with the insurance cover from which you benefit. This information may include more sensitive details such as information about your health and any criminal convictions you may have.

In certain circumstances, we may need your consent to process certain categories of information about you (including sensitive details such as information about your health and any criminal convictions you may have). Where we need your consent, we will ask you for it separately. You do not have to give your consent and you may withdraw your consent at any time. However, if you do not give your consent, or you withdraw your consent, this may affect our ability to provide the insurance cover from which you benefit and may prevent us from providing cover for you or handling your claims.

The way insurance works means that your information may be shared with, and used by, a number of third parties in the insurance sector for example, insurers, agents or brokers, reinsurers, loss adjusters, sub-contractors, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. We will only disclose your personal information in connection with the insurance cover that we provide and to the extent required or permitted by law.

Other people's details you provide to us

Where you provide us or your agent or broker with details about other people, you must provide this notice to them.

Want more details?

For more information about how we use your personal information please see our full privacy notice, which is available online on our website or in other formats on request.

Contacting us and your rights

You have rights in relation to the information we hold about you, including the right to access your information. If you wish to exercise your rights, discuss how we use your information or request a copy of our full privacy notice(s), please contact us at:

China Taiping Insurance (UK) Co Ltd
2 Finch Lane,
London
EC3V 3NA

Telephone 020 7839 1888

