



**NEW INDIA  
ASSURANCE**



**POLICY**

**OFFICES AND  
SURGERIES**



## Preamble

The proposal and declaration made by you the Insured must be a fair representation of every material circumstance which you know or ought to know for this insurance you have requested from the New India Assurance Company Limited (referred to in the Policy as “the Insurer”). The duty of fair representation is in accordance with the Insurance Act 2015 Chapter 4. Whether an individual or not an Insured ought to know what should reasonably be revealed by a reasonable search of information available to the Insured (whether the search is conducted by making enquiries or by any other means).

In return for the Insured having paid or agreed to pay to the Insurer the premiums for the periods of insurance stated in the Schedule the Insurer undertakes to provide the insurance described in the Policy subject to its terms and conditions.

The Policy is effective only whilst the Insured is carrying on the Business described in the Schedule and no other for the purpose of this insurance.

On behalf of New India Assurance Company Ltd



Mukta Sharma  
Chief Executive - UK

## Important

Please examine this Policy carefully to ensure you understand its terms and conditions and that it provides the cover you require. Advice on any aspects will be gladly given. Immediate notification should be given of any fact, matter or change in circumstance that might affect the insurance provided. You should also read carefully the Breach of Duty of Fair Representation set out in the General Conditions.

If you have any queries please contact New India from 9am to 5pm on weekdays except Bank Holidays at

**New India Assurance Company Limited,  
3rd Floor,  
Crown House,  
Crown Street,  
Ipswich, Suffolk,  
IP1 3HS  
Tel: 01473 233626  
Email: [enquiries@newindia.co.uk](mailto:enquiries@newindia.co.uk)**

## Data Protection

The data supplied by you will only be used for the purposes of processing your policy of insurance including underwriting administration and handling any claim which may arise. The data supplied will not be passed to any other parties other than those which are mentioned herein. It is important that the data you have supplied is kept up to date. You should therefore notify the Insurer promptly of any changes. You are entitled to ask to inspect the personal data which is held about you. If you wish to make such an inspection you should contact the Insurer. The Insurer may respond to enquiries by the Police and regulatory bodies concerning your policy in the normal course of their investigations and where it is necessary to administer your policy effectively or to protect your interests. The Insurer may disclose the data you have supplied to other third parties such as professional firms employed by the Insurer, solicitors, loss adjusters, reinsurers and reinsurance brokers, repairers, replacement companies, risk surveyors, Employers Liability Tracing Office and other insurers. The data may also be shared with agents or databases for the purposes of preventing and detecting fraud.

For full details of our privacy policy please visit our website at <http://www.newindia.co.uk>.

## Caring for our customers

We at New India make every effort to provide a good service to all our Insured. If on any occasion our service falls below the standard you would expect us to meet your first point of contact should always be your Insurance Adviser or alternatively the Manager of the New India office which issued the policy.

If you have any complaints please contact New India from 9am to 5pm on weekdays except Bank Holidays at

**New India Assurance Company Limited,  
3rd Floor,  
Crown House,  
Crown Street,  
Ipswich, Suffolk,  
IP1 3HS  
Tel: 01473 233626  
Email: [complaints@newindia.co.uk](mailto:complaints@newindia.co.uk)**

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The New India Assurance Company Ltd is a member of the Financial Ombudsman Service. If after following the above procedure, your complaint has not been resolved to your satisfaction you have the right to refer the matter to the Financial Ombudsman at the following address:

**Financial Ombudsman Service,  
Exchange Tower,  
London,  
E14 9SR  
Tel: 0800 023 4567  
Email: [complaints.info@financialombudsman.org.uk](mailto:complaints.info@financialombudsman.org.uk)**

Referral to the Financial Ombudsman Service does not affect your right to take legal action against the New India Assurance Company Ltd.

*It will greatly assist us if you quote your policy number in any communication.*

For complaints under Section 10 – Legal Expenses please contact ARAG in the following ways:

**Customer Relations,  
ARAG plc,  
9 Whiteladies Road,  
Clifton,  
Bristol,  
BS8 1NN  
Tel: 0117 917 1561  
Email: [customerrelations@arag.co.uk](mailto:customerrelations@arag.co.uk)**

If the matter is not concluded to **your** satisfaction, **you** may refer it to the Financial Ombudsman Service. They can be contacted at

**Financial Ombudsman Service,  
Exchange Tower,  
London,  
E14 9SR  
Tel: 0800 023 4567  
Email: [complaints.info@financialombudsman.org.uk](mailto:complaints.info@financialombudsman.org.uk)**

## **Financial Services Compensation Scheme**

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation should we be unable to meet our obligations. You may contact the FSCS on 0800 678 1100 or 020 7741 4100 or further information is available at [www.fscs.org.uk](http://www.fscs.org.uk)

For Section 10 – Legal Expenses, SCOR UK Company Limited are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation should SCOR UK Company Limited be unable to meet their obligations. You may contact the FSCS on 0800 678 1100 or 020 7741 4100 or further information is available at [www.fscs.org.uk](http://www.fscs.org.uk)

## **Law applicable to this contract**

The parties to this contract have the right to choose the law that should apply. New India propose to apply English law except for those customers who at inception of the contract are domiciled:

- i) in Scotland where Scots law will apply
- or
- ii) in Northern Ireland where the law of Northern Ireland will apply.

In the absence of any written agreement to the contrary, the appropriate law as detailed above will apply.

## **Claims Contact**

In the event of a Legal Expenses claim please contact the legal helpline on 0333 000 7955. In the event of any other claim please contact the New India Assurance Company Ltd on 0121 231 4055

## **Registration of the Insurer**

New India Assurance Company Limited, 36 Leadenhall Street, London EC3A 1AT UK Branch (registration number BR002003).

The New India Assurance Company Limited, Registered Office: The New India Assurance Building 87 Mahatma Gandhi Road Fort Mumbai 400 001 India (Company Registration Number F.C. 004325). Incorporated in India with limited liability.

## **Authorisation and Regulation of the Insurer**

Authorised and regulated by the Insurance Regulatory & Development Authority (IRDA) of India. Authorised by the Prudential Regulation Authority.

Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details about the extent of our regulation by the Prudential Regulation Authority are available from us on request.

# Helplines

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Helpful advice – it's part of the service!

## Emergency Assistance

Burst pipes, blocked drains, electrical faults, even swarms of bees – when trouble strikes in your property simply telephone the number below for practical advice.

If you wish the Helpline staff will get in touch with the nearest suitable tradesman, confirm the time of arrival and the price and call you back promptly with the details. You will remain responsible for the tradesman's charges for carrying out any work including the call out charge. It will be your decision whether to accept the quotation provided by the tradesman.

The service is provided by ARAG plc and features

- Quick practical advice
- Panel of approved tradesmen
- Agreed call out charges and hourly rates
- Access to leading experts in various trades

## Legal Services provided under this Policy

### Business Legal Services

As a benefit of buying a New India policy you now have access to Business Legal Services, a service that provides a revolutionary legal services website resource. Business Legal Services has been designed to meet business needs, allowing unlimited free access to interactive documents such as employment contracts and health and safety documentation.

To access this site, go to:

[www.araglegal.co.uk](http://www.araglegal.co.uk)

Once you are on the site click on "Essential Business Legal", then "Not registered yet?". You will then need to enter voucher code X1232K545CA3 to register for the first time. You will then be given your individual sign in details to use in the future.

### Legal & Tax Advice

You also have access to 24 hour advice service in the event of a legal problem and tax advice 9am to 5pm on weekdays except Bank Holidays. We would strongly recommend that you initially take advantage of this confidential service which we provide to you as part of this section; the only cost to you is a standard rate call. The advice covers any business legal or tax matter and you can use this service as often as you like. Your query will be dealt with by a suitably qualified specialist experienced in handling a range of legal and tax related matters.

This service is provided by ARAG. Use of the advice does not constitute reporting of a claim.

**The Emergency Assistance and Legal Helplines are available 24 hours a day, 365 days a year**

Simply telephone the appropriate number below and quote New India and your policy number

**Emergency Assistance      0330 303 1823**

**Legal and Tax Assistance   0333 000 7955**

# General Definitions

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## **The Business**

The Insured's business or profession as stated in the Schedule including property owner in respect of that part of the Premises let or sub let by the Insured

## **The Premises**

That part of the premises at the address stated in the Schedule used by the Insured in connection with the Business

## **Damage**

Damage shall mean for the purposes of Sections 1, 3, 4, 7 and 9 any accidental loss of or damage to property insured

# Special Provisions

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## **1 Reinstatement of the Sum Insured**

In the event of a claim for an amount not exceeding £2,000 the Sum Insured shall not be reduced by the amount of the loss, destruction or damage. In the event of all other claims the Sum Insured shall be reduced by the amount of the loss, destruction or damage until the next renewal of the Policy unless the Insurer agrees to reinstate the Sum Insured upon payment of an additional premium

## **2 Average**

If on the happening of loss, destruction or damage

- (a) a Sum Insured under Section 1 (except the Sum Insured for the Cost of Reinstating Computer Data) Section 3 or Section 7 is less than the value of the property covered including (for Sections 1, 3 and 7) the cost of removal of debris and (for Section 7) architects' and surveyors' fees
  - (b) the Sum Insured under Section 9 (if applicable) is less than the Outstanding Gross Fees and Outlay as defined
- the amount payable shall be proportionately reduced

## **3 Excess**

The Insurer will not be liable for the first £250 of each claim as shown in the Schedule for loss, destruction or damage under Sections 1, 2, 4, 7 and 8 together as ascertained after the operation of Special Provision 2 – Average where applicable

# Section 1 – Contents

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## Cover

The Insurer will indemnify the Insured for

- 1 Damage to
  - (a) the Contents whilst in the Premises
  - (b) the Contents (other than Documents) temporarily removed anywhere within Great Britain, Northern Ireland, the Channel Islands and the Isle of Man
  - (c) the Documents whilst in transit or in premises not occupied by the Insured
  - (d) the Valuables whilst in the Premises
- 2 damage to the fabric of the Premises (other than outbuildings) arising from theft or attempted theft involving entry or exit by forcible and violent means provided that the Insured is responsible for the repairs
- 3 accidental damage to underground pipes, services and cables provided the Insured is responsible for the repairs
- 4 the cost of removing debris of the property insured by this Section from the site of the damage or the immediately adjacent area following destruction or damage covered by this Section
- 5 the costs incurred in the necessary replacement of any locks of the Premises other than locks of any safe following theft of keys to such locks
  - (a) from the Premises or the private residence of the Insured or any employee authorised to hold such keys
  - (b) involving actual or threatened assault or violence to the Insured or any employee of the Insured or any member of the Insured's family or an employee's familyprovided that the liability of the Insurer shall not exceed £500 any one loss

## Limits

The amount payable in respect of any one loss is limited as follows

- |                                                                               |                                                                                   |
|-------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|
| 1 Contents temporarily removed (except Data Carrying Materials and Documents) | 15% of the Sum Insured on Contents (except Data Carrying Materials and Documents) |
| 2 Documents                                                                   | £2,500 or as varied in the Schedule (£500 any one Document)                       |
| 3 Valuables                                                                   | Limit £2,500                                                                      |
| 4 Any one employee's personal effects                                         | Limit £500                                                                        |
| 5 Any other claims                                                            | The corresponding Sums Insured in the Schedule                                    |

## Special Condition

It is a condition precedent to liability that whenever the Premises are closed for business all the keys and records of combination numbers of the safe(s) be removed from the Premises except while the Insured or an authorised responsible employee is actually therein. Further if the person(s) holding the keys and records of combination numbers resides in a residence adjoining and communicating with the Premises the keys and records of combination numbers be removed from the residence when left unattended.

## Claims Settlements

### 1 Computers

- (a) Claims for damage to Computers will be settled on the basis of the cost of repair or replacement at the time of loss subject to an adjustment where appropriate for wear and tear. Claims for Computers which are lost or in the opinion of the Insurer damaged beyond repair will be settled on the basis of replacement by equipment of similar or improved capability provided that the cost is no greater than that of replacing the original item as new provided that such replacement or reinstatement is actually incurred
- (b) Claims for Damage to Data Carrying Materials will be settled on the basis of the intrinsic value of the material
- (c) Claims for the Estimated Costs of Reinstating Data after a loss will be settled on the basis of the cost of recompiling data from other sources and re-recording it on new Data Carrying Materials. The data may be produced in an updated form provided that the cost is no greater than that of reinstatement in the original form. The Insurer shall not be liable for the value of the data lost or damaged

# Section 1 continued

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## 2 Documents

Claims for Documents will be settled on the basis of

- (a) the value of the materials as stationery together with the cost of clerical labour expended in writing up and not for the value to the Insured of the information contained in them
- (b) the cost of obtaining evidence of their contents and the premium for indemnity bonds required from the Insured if the Documents are irreplaceable

## 3 Others

- (a) Claims for the total loss or destruction of any other item of office furniture, equipment, fixture or fitting will be settled on the basis of the cost of the item as new at the time of the loss provided that such replacement or reinstatement is actually incurred
- (b) All other claims will be settled on the basis of repair or replacement at the time of the loss subject to an adjustment for wear and tear

## Definitions

### Contents

- 1 All contents of the Premises used in connection with the Business and belonging to the Insured or for which the Insured is responsible
- 2 Employees' effects if they are not otherwise insured
- 3 Building owner's fixtures and fittings and interior decorations and shop fronts for which the Insured is responsible

### Electronic Equipment

All photocopiers, fax machines, tablets, mobile telephones, televisions, DVD/Blu-ray players, cameras, projectors, laptops and associated equipment belonging to the Insured or for which the Insured is responsible

### Computers

Computer equipment including servers, desktop and printers

### Data Carrying Materials

All disks, tapes and similar materials belonging to the Insured or for which the Insured is responsible

### Documents

Essential business documents or records including deeds, securities, valuations, plans, designs and books of account belonging to the Insured or for which the Insured is responsible

### Valuables

Jewellery articles of gold, silver or other precious metal and watches belonging to the Insured or for which the Insured is responsible

## Exceptions

This Section does not cover

- 1 any item for which there is no Sum Insured in the Schedule
- 2 Damage caused by or resulting from
  - (a) mechanical or electrical breakdown or derangement
  - (b) damage to bulbs, valves or transistors unless caused by fire theft or impact
  - (c) moth, vermin, insects or fungal attack
  - (d) any process of cleaning, restoring, altering or repairing
  - (e) wear and tear, gradual deterioration, corrosion or scratching except insofar as any part of an item of Computers is lost or damaged by such causes in which case the indemnity provided by this Section shall apply to any resultant damage but not to loss or damage caused to the part itself
- 3 theft unless involving entry to or exit from the Premises by forcible and violent means
- 4 theft in which any member of the Insured's household or any of the Insured's employees is concerned as principal or accessory unless involving entry to or exit from the Premises by forcible and violent means
- 5 theft from any yard, garden, open space or outbuilding
- 6 Damage by storm or flood to moveable property in the open
- 7 Damage to promissory notes, travel tickets or Money as defined in Section 4

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- 8 accidental erasure, mislaying or misfiling of Documents or records
  - 9 Damage to glass and sanitaryware
  - 10 riot, civil commotion, malicious persons, strikers, locked-out workers or persons taking part in labour disturbances in Northern Ireland
  - 11 erasure or distortion of data recorded on Data Carrying Materials which are mounted in or on any Computers for use or processing unless due to loss, destruction or damage to the Computers for which the Insurer is liable
  - 12 Damage to Valuables not contained in a locked safe outside of business hours or whilst left unattended
  - 13 Damage or the cost of removing debris arising from seepage, pollution or contamination
    - (a) other than sudden, unintended or unexpected pollution or contamination resulting from fire, lightning, explosion, aircraft or other aerial devices or articles dropped therefrom, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons other than thieves, earthquake, storm, flood, escape of water from water tanks, apparatus or pipes, sprinkler leakage, leakage of oil, impact by any road vehicle or animal and theft and not otherwise excluded
    - (b) to property not insured by this Section
  - 14 Damage attributable solely to change in the water table level
  - 15 the cost of replacing any undamaged or unbroken item or parts of items forming part of a set, suite or other article of uniform nature, colour or design when damage or breakage occurs within a clearly identifiable area or to a specific part and replacements cannot be matched. Where carpeting or office floor covering is damaged beyond repair only the damaged carpet or other floor covering will be replaced and not undamaged carpet or other floor covering in the adjoining rooms, hallway, stairs and/or landing
  - 16 loss by theft from an unattended vehicle of mobile telephones or laptop computers

## Extensions

### 1 **Metered Water**

The Insurer will indemnify the Insured in respect of the additional metered water charges incurred by the Insured and arising from escape of water following Damage to the water or heating systems located in or serving the Premises provided that the Insurer has accepted a claim for such Damage to the system under this Policy. The amount recoverable under this extension shall not exceed £5,000 in any one period of insurance.

## Section 2 – Glass

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### Cover

The Insurer will indemnify the Insured for

- 1 breakage of fixed glass (the property of the Insured or for which the Insured is responsible) at the Premises and the reasonable cost of any necessary boarding up
- 2 damage to window frames, framework fittings and displays resulting from such breakage
- 3 damage to sanitaryware by breakage or fracture of such a nature as to render such article totally unserviceable
- 4 damage to fixed signs at the Premises

occurring during the Period of Insurance

### Exceptions

This Section does not cover

- 1 chipping, cracking, wear and tear or other deterioration of sanitaryware
- 2 disfiguration or damage other than fracture extending through the entire thickness of the glass
- 3 breakage of the glass during its removal or during work on or alteration to it or its framework, beadings or other fittings
- 4 domestic glassware samples or stained glass
- 5
  - (a) damage to neon tubing unless the glass is fractured
  - (b) loss or damage arising from wear and tear, mechanical or electrical breakdown and any process of repair, removal or erection of neon signs or any part thereof
  - (c) loss or damage resulting from worn or defective fastenings to neon signs

# Section 3 – Loss of Income

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## Cover

The Insurer will indemnify the Insured for

- 1 (a) loss of Gross Fees  
(b) additional expenditure  
resulting from Damage
  - (i) insured by Sections 1 or 2
  - (ii) to the Property (as defined in Section 7) and caused by any of the events itemised under paragraph 1 of Cover in Section 7 and not otherwise excluded
  - (iii) by any cause not excluded under Section 1 to property in the vicinity of the Premises preventing or hindering the use of the Premises or access to them
  - (iv) consequent upon loss of use of the Computers and Data Carrying Materials (as defined in Section 1) resulting from the failure of the public supply of electricity (excluding any failure which does not involve a total cessation of supply for at least 30 consecutive minutes) at the terminal ends of the public supply undertaking's service feeders to the Premises not caused by
    - (a) the deliberate act of the public supply undertaking unless necessary to safeguard life or to protect a part of the public supply undertaking's system
    - (b) riot, civil commotion, strikers or locked-out workersoccurring during the Period of Insurance and the amount payable as indemnity shall be
  - (a) the shortfall between the Gross Fees received during the Indemnity Period and the Gross Fees which would have been received but for the Damage
  - (b) the additional expenditure necessarily and reasonably incurred to avoid such a shortfall but only to the extent of the shortfall thereby avoidedless any sum saved during the Indemnity Period on business expenses or charges which cease or reduce as a result of the Damage  
If during the Indemnity Period the Insured or others acting on the Insured's behalf performs services away from the Premises for the benefit of the Business any money paid or payable for these services shall be taken into account in arriving at the Gross Fees during the Indemnity Period
- 2 the reasonable charges payable by the Insured to their professional accountants for producing any particulars in the Insured's books of account or other business books or documents or any other information required by the Insurer under the terms of General Condition 6(B)(d) and for reporting that such particulars are in accordance with the Insured's books of account or other business books or documents

## Limits

The amount payable in any one Period of Insurance shall not exceed the Sum Insured stated under Section 3 in the Schedule

To the extent that the Insured is accountable to the tax authorities for value added tax all terms in this Section shall be exclusive of such tax

## Definitions

### Gross Fees

The money paid or payable to the Insured for services rendered in the course of the Business at the Premises exclusive of disbursements made on behalf of clients

### Indemnity Period

The period beginning with the occurrence of the Damage and lasting no longer than the Maximum Indemnity Period stated in the Schedule during which the results of the Business shall be affected by the Damage

## Exceptions

This Section does not cover

- 1 any loss arising under Cover 1 (i) unless a payment is made or liability is admitted by the Insurer under Sections 1 or 2
- 2 any loss arising under Cover 1 (ii) unless a payment is made or liability is admitted by the Insurer under a material damage insurance covering the Insured's interest in the Property (as defined in Section 7)
- 3 loss resulting from pollution or contamination except loss resulting from pollution or contamination at the Premises caused by loss, destruction or damage as defined in paragraph 1
- 4 loss attributable solely to change in the water table level

# Section 4 – Money

## Cover

The Insurer will indemnify the Insured for

- 1 loss of Money
  - (a) in the Premises
  - (b) in transit
  - (c) at any of the Insured's sites of contract during business hours
  - (d) in bank night safes until removed by a bank official
  - (e) in the private residences of the Insured and the Insured's employeesanywhere in Great Britain, Northern Ireland, the Channel Islands and the Isle of Man
- 2 Damage to any safe in the Premises arising from any attempt to steal Money from it
- 3 Damage to money belts, waistcoats, cash-carrying cases and similar cash-carrying devices designed for the safe carriage of Money arising out of theft or attempted theft

occurring during the Period of Insurance

## Limits

The liability of the Insurer for one or more occurrences arising directly or indirectly from one source or original Cause is limited as follows

- 1 Money in the private residence of the Insured or any authorised employee of the Insured .....
- 2 Crossed cheques, crossed giro cheques, crossed bankers' drafts, crossed giro drafts, crossed money orders, crossed postal orders, stamp franking machine unused units, stamped National Insurance cards, National Savings certificates, premium bonds, credit card sales vouchers and VAT purchase invoices .....
- 3 Money (other than Money described in 2 above) in the Premises when closed for business
  - (a) contained in locked safe(s) .....
  - (b) not contained in locked safe(s) .....
- 4 Any other loss of Money .....



The corresponding limits in the Schedule under Section 4 Money

## Special Condition

It is a condition precedent to liability that

- 1 whenever the Premises are closed for Business all the keys and records of combination code(s) of the safe(s) be removed from the Premises except while the Insured or an authorised employee is actually therein
- 2 if the person(s) holding the keys and records of combination code(s) resides in a residence adjoining or communicating with the Premises the keys and records of combination code(s) be removed from the residence whenever such residence is left unattended
- 3 all Money exceeding £500 in any private residence of the Insured or any authorised employee of the Insured be contained in locked safe(s) and further the key(s) or record(s) of combination code(s) to such safe(s) be
  - (a) kept on the person of the Insured or an authorised employee of the Insured or
  - (b) kept in a room in the private residence(s) in which the Insured or an authorised employee is actually present at all times whilst the key(s) or record(s) of combination code(s) are therein or
  - (c) removed from the private residence(s)
- 4 where Money in excess of £2,500 is in transit it shall be escorted as undernoted

Amount in Transit	Minimum Escort
Up to £5,000	2 Able bodied persons
Over £5,000 up to £10,000	3 Able bodied persons
Over £10,000	Specialist Security Company

Notwithstanding the above the maximum limit in respect of Money in transit shall be stated by Item 4

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## Definition

### Money

Current coin, bank notes, currency notes, cheques, giro cheques, travellers' cheques, bankers' drafts, giro drafts, bills of exchange, money orders, postal orders, current postage stamps, stamp franking machine unused units, revenue stamps, National Insurance stamps (whether affixed to cards or otherwise), National Savings certificates, premium bonds, holiday with pay stamps, Luncheon Vouchers, trading stamps, consumer redemption vouchers, gift tokens, credit card sales vouchers, VAT purchase invoices, securities for money, authenticated travellers' tickets, machine tokens and telephone charge cards

## Exceptions

This Section does not cover

- 1 loss due to the fraud or dishonesty of any employee of the Insured unless the loss is discovered within seven days of its occurrence and reported to Police
- 2 shortage due to errors or omissions in receipts payments or accountancy
- 3 interruption of the Business or any other consequential loss
- 4 whilst in transit by unregistered post
- 5 from any unattended vehicle

# Section 5 – Assault

## Cover

The Insurer will under 1 described below indemnify the Insured up to the limit stated and under 2 described below pay to the Insured the relevant benefits if during the Period of Insurance an Insured Person in the course and arising out of the Business and as a direct result of assault or violence or threat thereof

### Benefit

- 1 sustains loss of or damage to clothing and personal effects – up to.....
- 2 sustains bodily injury resulting directly and independently of any other cause within two years in
  - (a) death.....
  - (b) loss of one or more limbs and/or sight of one or both eyes.....
  - (c) permanent total disablement from attending to any and every occupation .....
  - (d) temporary total disablement from attending to the whole of his/her usual occupation – during such disablement at the rate per week of.....



The corresponding limits in the Schedule under Section 5 Assault

provided that

- 1 benefit shall not be payable
  - (i) under more than one of 2(a) 2(b) or 2(c)
  - (ii) under 2(c) until the expiry of two years from the date of disablement
  - (iii) under item 2(c) if an Insured Person is able or may be able to carry out any gainful employment or gainful occupation
  - (iv) under 2(d) for any disablement for which benefit is payable under 2(a) or 2(b) except in respect of the period prior to benefit becoming payable under 2(a) or 2(b)
  - (v) under 2(d) for more than two years from the date of disablement
  - (vi) under Item 2(d) if an Insured Person is able to carry out a substantial part of his/her usual gainful employment or gainful occupation (whether on a full or part-time basis) or (where he/she is not gainfully employed or gainfully occupied) if he/she is not necessarily confined to hospital, nursing home or similar establishment or to a private residence
- 2 in connection with any claim under 2 above an Insured Person shall if required submit him/herself to medical examination at the expense of the Insurer

## Special Provision

### Assignment

The benefits payable under this Section are not assignable Payment of any benefit shall be made only to the Insured unless the Insured shall request that the payment be made direct to an Insured Person in either event his/her receipt shall be a discharge to the Insurer This option shall apply to the weekly benefit only

## Definitions

### Insured Person

The Insured person or any director, partner or employee of the Insured aged up to 70 years

### Loss of Limb

Loss by permanent severance of an entire hand or foot or the total and permanent loss of use of an entire hand or foot

### Loss of Sight

Total and irrecoverable loss of sight

### Permanent Total Disablement

Permanent and total disablement from engaging in or giving attention to profession or occupation of any kind

### Temporary Total Disablement

Disablement from engaging in or giving attention to the whole of the Insured Person's usual occupation

# Section 6 – Liability to Others

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## Cover

The Insurer will indemnify the Insured for all sums which the Insured becomes legally liable to pay as damages in respect of

- (a) bodily injury (including death or disease) to any person except bodily injury sustained by an Employee arising out of and in the course of the Employee's employment or engagement by the Insured
- (b) loss of or damage to property
- (c) trespass, nuisance or any interference with any right of way, light, air or water

occurring

- (i) within Great Britain, Northern Ireland, the Channel Islands and the Isle of Man
- (ii) elsewhere in the world in connection with visits by Employees normally resident in and travelling from the territories mentioned in (i) during the Period of Insurance in connection with the Business

The indemnity provided above shall include an indemnity against liability arising from defective work carried out by or on behalf of the Insured to any premises within Great Britain, Northern Ireland, the Channel Islands and the Isle of Man disposed of by the Insured prior to the occurrence of the bodily injury or damage to property giving rise to liability

- (d) bodily injury (including death or disease) sustained by an Employee arising out of and in the course of the Employee's employment or engagement by the Insured and caused
  - (i) within Great Britain, Northern Ireland, the Channel Islands and the Isle of Man
  - (ii) elsewhere in the world in respect of Employees normally resident in and travelling from the territories mentioned in (i) during the period of insurance

The Insurer will also pay Legal Costs and Solicitor's Fees in respect of the above legal liability

The indemnity granted by paragraph (d) above is deemed to be in accordance with the provisions of any legislation relating to the compulsory insurance of liability to Employees in Great Britain (and Northern Ireland, the Isle of Man and the Channel Islands insofar as this clause applies to those territories) but the Insured shall repay to the Insurer all sums paid by the Insurer which the Insurer would not have been liable to pay but for the provisions of such legislation

The indemnity provided will only apply to actions brought in a Court of Law in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man

## Limits

- 1 (Not applicable to Cover (d) above)

The liability of the Insurer for all damages payable for bodily injury or loss or damage is limited to the amount stated in the Schedule for any one occurrence or series of occurrences consequent on one original cause

- 2 (Applicable to Cover (d) only)

The liability of the Insurer for all damages costs fees and expenses shall be £10,000,000 in respect of any one claim or series of claims against the Insured arising out of one occurrence other than as set out below. The liability of the Insurer for all damages, costs, fees and expenses shall be £5,000,000 in respect of any one claim or series of claims against the Insured arising out of one occurrence directly or indirectly caused by any act of Terrorism

## Definitions

### Communicable Disease

Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- 1 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
- 2 the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
- 3 the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress or damage to human health, human welfare or property damage

### Cyber Loss

Cyber Loss means all actual or alleged loss, damage, liability, injury, compensation, sickness, disease, death, medical payment, claim, cost, defence cost, expense or any other amount incurred by or accruing to the Insured, including but not limited to any mitigation cost or statutory fine or penalty, directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Incident

# Section 6 continued

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## **Cyber Incident**

Cyber Incident means:

- 1 an unauthorised or malicious act or series of related unauthorised or malicious acts, regardless of time and place, or the threat or hoax thereof; and/or
- 2 a failure to act, any error or omission or accident or series of related failures to act, errors or omissions or accidents; and/or
- 3 a breach of duty, statutory duty or regulatory duty or trust or series of related breaches of duty, statutory duty or regulatory duty or trust;

involving access to, processing of, use of or operation of any Computer System or any data by any person or group(s) of persons

## **Computer System**

Computer System means any computer, hardware, software, information technology and communications system or electronic device, including any similar system or any configuration of the aforementioned and including any associated input, output or data storage device, networking equipment or back up facility

## **Employee**

- 1 Any person under a contract of service or apprenticeship with
  - (a) the Insured
  - (b) any other party and who is borrowed by or hired to the Insured
- 2 any self-employed person working for the Insured
- 3 any student provided by a local Education Authority within the terms of a Work Experience Programme Agreement
- 4 any trainee provided by the Manpower Services Commission or any other Central or Local Government body under the terms of a Work Experience Agreement
- 5 any person supplied to the Insured under a contract or agreement the terms of which deem such person to be in the employment of the Insured for the duration of such contract or agreement

## **Genetically Modified Organisms**

Genetically Modified Organisms (“GMOs”) shall mean and include organisms or micro-organisms or cells or the organisms or micro-organisms cells or cell organelles from which they have derived which have been subject to a genetic engineering process which resulted in their genetic change

They shall also mean and include every biological or molecular unit with self replication potential from which they have been derived which has been subject to a genetic engineering process which resulted in its genetic change

In the event that the definition of GMO under the applicable laws and/or official regulations relating to genetic engineering or modification in any State, territory or jurisdiction in which a claim is made is wider than the foregoing then such wider definition shall be incorporated into this definition in addition to the foregoing

## **Insured**

The term Insured shall include

- 1 any director, partner or Employee of the Insured in respect of liability for which the Insured would have been entitled to claim under this insurance if the claim had been made against the Insured
- 2 any officer or member of the Insured’s catering, social, sports or welfare organisations first aid services or ambulance services in his respective capacity as such

## **Legal Costs**

The legal costs and expenses recoverable by any claimant and all costs and expenses reasonably and necessarily incurred with the prior written consent of the Insurer

The Insurer will also indemnify the Insured and at the request of the Insured any director or Employee of the Insured in respect of legal fees and expenses incurred with the prior written consent of the Insurer and any prosecution costs awarded against such person in respect of

- 1 the defence of any criminal proceedings brought against the Insured director or Employee for an alleged offence occurring during the Period of Insurance under the Health and Safety at Work etc. Act 1974 (the Act) and other safety legislation arising from the Business relating to matters affecting the health and welfare of persons other than Employees of the Insured and matters affecting the safety health and welfare of Employees of the Insured.
- 2 an appeal against a conviction arising from such proceedings
- 3 the defence of any criminal proceedings brought or an appeal against conviction arising from such proceedings in respect of a charge of manslaughter arising in connection with any matter which is the subject of indemnity under this Section

provided always that

- (a) the Insurer shall not be liable for the payment of fines or penalties
- (b) such director or Employee shall comply with the terms of this Policy

### **Solicitor's Fees**

The solicitor's fees reasonably and necessarily incurred with the prior written consent of the Insurer for representation of the Insured at

- 1 any coroners inquest or fatal inquiry arising from any death
- 2 proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of a statutory duty resulting in bodily injury or loss of or damage to property

which is the subject of a claim under this Section

### **Terrorism**

Notwithstanding anything to the contrary in this Policy, 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 organisation(s) or government(s) committed for political, religious, ideological, ethnic or similar purposes or reasons including the intention to influence any government and/or to put the public or any section of the public in fear

## **Exceptions**

(Not applicable to Cover (d))

This Section does not cover liability arising from

- 1 loss of or damage to property belonging to or in the custody or control of the Insured or any Employee other than personal effects (including vehicles) of directors, visitors or Employees

This Exception shall not apply to loss of or damage to the Premises provided that they are leased or rented by and not owned by the Insured and provided that the liability does not arise solely under the terms of a lease or rental agreement

The Insured shall be responsible for the first £250 of each claim for damage to the Premises whilst leased or rented unless caused by fire or explosion

- 2 (a) libel or slander  
(b) infringement of plans, copyright, patent, trade name, trademark or registered design  
(c) any breach of professional duty or fault, error or omission in any advice, instruction, information, design, plan, formula, computer programme or specification
- 3 bodily injury, loss or damage deliberately caused by or on the instructions of the Insured or an Employee whilst engaged in supervisory duties unless caused by wilful misconduct of such Employee
- 4 bodily injury, loss or damage arising from any products sold, supplied, repaired, altered, treated or installed other than food or drink for consumption on the Premises
- 5 the non-performance, non-completion or delay in completion of any contract or agreement or the payment of penalty sums, fines or liquidated damages
- 6 the ownership, possession or use of any mechanically propelled vehicle but (unless an indemnity is granted by another insurance) this Exception shall not apply to
  - (i) the loading or unloading of any mechanically propelled vehicle
  - (ii) the use of Employees' own vehicles on the Insured's Business and which without the knowledge of the Insured do not have private motor insurance in force including cover for incidental business use

The Insured must take all reasonable steps to check that motor insurance cover is in force for any Employee using his/her vehicle on the Insured's Business

- 7 the ownership, possession or use of any aircraft, hovercraft, drilling platform or rig or watercraft (except manually propelled watercraft)
- 8 in respect of bodily injury (including death or disease) or loss of or damage to property arising from pollution or contamination unless due to a sudden identifiable, unintended and unexpected event which takes place in its entirety at a specific time and place during the Period of Insurance

All pollution and contamination which arises out of one event shall be deemed to have occurred at the time such event takes place

The liability of the Insurer for damages payable in respect of all claims arising out of Pollution or Contamination which is deemed to have occurred in any one Period of Insurance shall not exceed the Limit of Indemnity specified in the Schedule in the Period of Insurance

- 9 or in connection with or directly or indirectly caused by any act of Terrorism
- 10 or directly or indirectly caused by physical or sexual abuse or molestation
- 11 or in connection with or directly or indirectly caused by asbestos or any materials containing asbestos in whatever form or quantity
- 12 or directly or indirectly caused by non-ionic radiation including but not limited to Electro Magnetic Fields and/or Electro Magnetic Interference
- 13 or directly or indirectly caused by Genetically Modified Organisms ("GMOs")

## Section 6 continued

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- 14 or directly or indirectly caused by transmissible spongiform encephalopathy (TSE) including but not limited to bovine spongiform encephalopathy (BSE) or new variant Creutzfeld-Jakob disease (v CJD)
- 15 originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease regardless of any other cause contributing concurrently or in any sequence
- 16 directly or indirectly caused by or arising from any Cyber Loss. If the Insurer alleges that by reason of this exception any Cyber Loss sustained by the Insured is not covered the burden of proving the contrary shall be upon the Insured  
(only applicable to cover (d))
- 17 The Insurer will not indemnify the Insured against liability for bodily injury sustained by any Employee when the Employee is
  - (i) carried in or upon a vehicle; or
  - (ii) entering or getting on to or alighting from a vehiclewhere such bodily injury is caused by or arises out of the use by the Insured of a vehicle on the road  
For the purpose of this exception the expression “road” “use” and “vehicle” have the same meaning as in the Road Traffic Act 1988 or similar legislation
- 18 The Insurer will not indemnify the Insured against liability arising directly or indirectly in connection with work on offshore platform rigs or other such installations including travel to and from the mainland and between such installations

### Extensions

#### Compensation for Court Attendance Costs

In the event of any director, partner or Employee of the Insured attending court as a witness at the request of the Insurer in connection with a claim in respect of which the Insured is entitled to indemnity under this Section the Insurer will provide compensation to the Insured at the following rates for each day on which attendance is required

- (a) any director or partner     £500 per day
- (b) any Employee                 £250 per day

#### General Data Protection Regulation 2018 (GDPR)

The Insurer will subject to the terms, conditions and exceptions of this Policy indemnify the Insured (and at the request of the Insured any director or Employee of the Insured) against all sums which the Insured becomes legally liable to pay in respect of

- 1 compensation for damage or distress under the GDPR including defence costs and expenses
- 2 defence costs relating to a prosecution brought under the GDPR

in relation to a claim made by any person

Provided that

- (a) a claim is first made against the Insured during the Period of Insurance
- (b) the Insured have registered in accordance with the terms of the GDPR
- (c) this extension excludes any indemnity in respect of
  - (i) the payment of fines or penalties
  - (ii) the cost of replacing, re-instating, rectifying or erasing any personal data
  - (iii) liability caused by or arising from a deliberate or intentional act by or omission of the Insured or any other party entitled to an indemnity by this insurance the effect of which will knowingly result in liability under the GDPR
  - (iv) claims which arise out of circumstances notified to previous insurers or are known to the Insured at inception of this insurance
  - (v) liability for which indemnity is provided under any other insurance
- (d) the Insurer shall not be liable for 10% of each and every claim subject to a minimum contribution of £250 each and every claim

The cover under this Extension will also apply to any subsequent and succeeding Data Protection legislation

The liability of the Insurer for all compensation, defence costs and expenses under this Extension shall not exceed £250,000 in the aggregate in any one Period of Insurance

#### Indemnity to Principal

The Insurer will also indemnify in accordance with the terms of this section any principal for whom the Insured is carrying out a contract away from the Insured's own premises but only to the extent required by such contract and in respect of Employers Liability only insofar as concerns bodily injury sustained by an Employee of the Insured

# Section 7 – Buildings

Only operative if indicated in the Schedule

## Cover

The Insurer will indemnify the Insured for

- 1 Damage to the Property occurring during the Period of Insurance
- 2 (a) the cost of removal of debris, dismantling and/or demolishing, shoring up or propping of portions of the Property  
(b) architects' and surveyors' fees necessarily incurred in the reinstatement of the Property (but not exceeding the scale of fees authorised by the respective professional institutes)  
(c) the additional cost of reinstatement of the Property necessarily incurred to comply with Statutory Building Regulations or Municipal or Local Authority bye-laws  
consequent on loss, destruction or damage covered under this Section

## Limit

The amount payable in respect of any one loss shall not exceed the Sum Insured stated under Section 7 in the Schedule

## Claims Settlements

Claims will be settled on the basis of reinstatement. Reinstatement means the rebuilding or replacement of destroyed Property or the repair or restoration of the damaged portion of the Property in each case in a condition equal to but not better or more extensive than its condition when new

provided that

- 1 the Property is maintained in good repair
- 2 no payment beyond the amount which would have been payable under the Policy if this provision had not been incorporated therein shall be made until the cost of reinstatement has actually been incurred

## Definition

### Property

The building at the Premises and outbuildings, walls, gates and fences including building owner's fixtures and fittings

## Exceptions

This Section does not cover

- 1 Damage by explosion of a boiler or other plant designed to operate under steam pressure and belonging to or under the control of the Insured (but this Exception shall not apply to domestic boilers nor to loss or damage by fire resulting from explosion)
- 2 Damage by storm or flood to gates and fences
- 3 Damage to glass and sanitaryware
- 4 wear and tear or frost
- 5 the cost of maintenance or routine decoration
- 6 Damage caused by or resulting from
  - (a) insect, vermin, fungal attack, dampness, dryness or any gradually operating cause
  - (b) faulty or defective design materials or workmanship, inherent vice or latent defect
  - (c) any process of cleaning, restoring, altering or repairing
  - (d) subsidence, collapse, landslip, ground heave, creeping, normal settlement shrinkage, cracking or expansion in buildings or foundations
  - (e) riot, civil commotion, malicious persons, strikers, locked-out workers or persons taking part in labour disturbances in Northern Ireland
- 7 depreciation in value
- 8 theft or attempted theft

## Section 7 continued

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- 9 Damage or the cost of removing debris arising from seepage, pollution or contamination
  - (a) other than sudden, unintended or unexpected pollution or contamination resulting from fire, lightning, explosion, aircraft or other aerial devices or articles dropped therefrom, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons other than thieves, earthquake, storm, flood, escape of water from water tanks, apparatus or pipes, sprinkler leakage, leakage of oil, impact by any road vehicle or animal and theft and not otherwise excluded
  - (b) to property not insured by this Section
- 10 Damage attributable solely to change in the water table level
- 11 the cost of replacing any undamaged or unbroken item or parts of items forming part of a set, suite or other article of uniform nature, colour or design when damage or breakage occurs within a clearly identifiable area or to a specific part and replacements cannot be matched

### **Extensions**

#### **1 Trace and Access**

This Section is extended to include the costs and expenses incurred in locating the source of Damage to the Property caused by escape of water from any fixed water or oil piping including repairs to walls, floors or ceilings for an amount not exceeding £5,000 any one claim

# Section 8 – Theft by Employees

Only operative if indicated in the Schedule

## Cover

The Insurer will indemnify the Insured for

- 1 direct loss of Money or Property belonging to the Insured or for which the Insured is responsible resulting directly from an act of fraud or dishonesty committed by an Employee whilst working at the Premises in the course of the Business and occurring during the Period of Insurance provided that
  - (a) such loss is discovered not more than twenty-four months following
    - (i) the termination of the employment of the Employee
    - or
    - (ii) the cancellation of this Sectionwhichever occurs first
  - (b) immediately following the discovery of an act of fraud or dishonesty committed by any of the Employees the Insurer shall not be liable for any losses arising from further acts of fraud or dishonesty by the Employee or Employees
- 2 auditors' fees necessarily incurred with the consent of the Insurer in establishing the amount of the loss referred to in 1 above

## Limit

The total liability of the Insurer under this Section including liability for auditors' fees shall not exceed the sum of the amount stated in the Schedule in respect of

- 1 all losses attributable to acts of fraud or dishonesty committed by any one Employee (or with other Employees acting in collusion) during the currency of this Section and
- 2 the aggregate of all losses occurring during any one Period of Insurance

Furthermore the Limit of Liability shall not be accumulated or increased by reason of this Section or any insurance issued in substitution for it being continued in force for more than one Period of Insurance

## Special Conditions

### Claims

- 1 Notice in writing must be given to the Insurer by the Insured within 14 days after discovery of any act of fraud or dishonesty by any of the Employees or any reasonable cause for suspicion thereof or of any circumstances which may give rise to a claim under this Section
  - 2 In the event of any loss covered by this Section exceeding the Limit referred to above the Insured shall be entitled to all recoveries to the extent of the Insured's uninsured loss excluding the actual cost of effecting such recovery
- The balance of any such recovery shall be the property of the Insurer

### Recoveries

Any recoveries effected by the Insured shall be applied in the following order

- 1 in reduction of the loss suffered by the Insured which would have been covered by this Policy but for the application of the Limit of Liability
- 2 in reduction of the loss suffered by the Insurer
- 3 in reduction of the loss suffered by the Insured in respect of the amount shown in Exception 1 of this Section

### References

It is a condition precedent to liability that the Insured obtains satisfactory written references direct from former employers covering an unbroken period of two years immediately preceding the engagement of all employees

## Definitions

### Employee

For the purpose of this Section Employee shall mean any person working under a contract of service or apprenticeship with the Insured who is remunerated for such services wholly or mainly by salary or wages

### Money

As defined in Section 4

### Property

The Contents as defined in Section 1

## Exceptions

- 1 This Section does not cover loss of interest interruption of the Business or any other consequential loss of any kind

# Section 9 – Book Debts

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Only operative if indicated in the Schedule

## Cover

The Insurer will indemnify the Insured for

- 1 (a) loss of Outstanding Gross Fees and Outlay and  
(b) additional expenditure  
resulting from Damage as insured by Section 1 involving the Insured's books of account or other business books or records and the amount payable as indemnity shall not exceed
  - (i) the difference between
    - (a) the Outstanding Gross Fees and Outlay and
    - (b) the total of the amounts received or traced in respect thereof
  - (ii) the additional expenditure necessarily and reasonably incurred with the previous consent of the Insurer in tracing and establishing the Outstanding Gross Fees and Outlay after the loss, destruction or damage

## Limit

The amount payable in respect of any one occurrence shall not exceed the Sum Insured stated under Section 9 in the Schedule

## Special Provision

The Insured shall within 30 days of the end of each month deposit in premises other than those containing records specifying the Outstanding Gross Fees and Outlay a signed statement showing the total amount outstanding in clients accounts as at the end of the said month

## Definitions

### Gross Fees

The money paid or payable to the Insured for services rendered in the course of the Business at the Premises exclusive of any Outlay

### Outlay

Disbursements made on behalf of clients

### Outstanding Gross Fees and Outlay

The total last declared under the above Special Provision adjusted for

- (a) amounts subsequently debited (or invoiced but not debited) and credited (including credit notes and cash not passed through the books at the time of the Damage)
- (b) bad debts
- (c) any abnormal conditions of trade which had or could have had a material effect on the business

so that the figures thus adjusted shall be as close as possible to those which would have been obtained at the date of the Damage

## Exceptions

This section does not cover

- 1 deliberate falsification of business records
- 2 loss caused by or in collusion with an employee

# Section 10 – Legal Expenses

## Only operative if indicated in the Schedule

This section is provided by ARAG plc under a delegated authority agreement with SCOR UK Company Limited. ARAG plc is authorised and regulated by the Financial Conduct Authority under registration number 452369. ARAG plc is authorised to administer this insurance on behalf of the insurer SCOR UK Company Limited. SCOR UK Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority under registration number 202333. This can be checked by visiting the FCA website at [www.fca.org.uk/register](http://www.fca.org.uk/register)

### Privacy Statement

This is a summary of how We collect, use, share and store personal information. To view Our full privacy statement, please see Our website [www.arag.co.uk](http://www.arag.co.uk)

#### Collecting personal information

ARAG may be required to collect certain personal or sensitive information which may include name, address, date of birth and if appropriate medical information. We will hold and process this information in accordance with all relevant data protection regulations and legislation. Should We ask for personal or sensitive information, We undertake that it shall only be used in accordance with our privacy statement. We may also collect information for other parties such as suppliers We appoint to process the handling of a claim.

#### Using personal or sensitive information

The reason We collect personal or sensitive information is to fulfil Our contractual and regulatory obligations in providing this insurance product, for example to process premium or handle a claim. To fulfil these obligations, We may need to share personal or sensitive information with other organisations.

We will not disclose personal or sensitive information for any purpose other than the purpose for which it was collected. Please refer to Our full privacy statement for full details.

#### Keeping personal information

We shall not keep personal information for any longer than necessary.

#### Your rights

Any person insured by this Policy has a number of rights in relation to how We hold personal data including; the right to a copy of the personal data We hold; the right to object to the use of personal data or the withdrawal of previously given consent; the right to have personal data deleted.

For a full list of privacy rights and when We will not be able to delete personal data, please refer to Our full privacy statement.

### Definitions

#### We/Us/Our

ARAG plc who are authorised under a binding authority agreement to administer this insurance on behalf of the Insurer of this section.

#### Insured

The person, company or companies named in the Schedule

#### Insured Director

A director or officer of the Insured declared to Us

#### Employee

Directors, partners, managers, officers and employees of the Insured

#### Appointed Advisor

1. solicitor, accountant, or other advisor (who is not a mediator), appointed by Us to act on behalf of the Insured
2. mediator appointed by Us to provide impartial dispute resolution in relation to a claim accepted by Us.

#### Conditional Fee Agreement

A legally enforceable agreement between the Insured and the Appointed Advisor for paying their professional fees on the basis of either

- 1) 100% “no-win no-fee” or
- 2) where discounted, that a discounted fee is payable.

#### Collective Conditional Fee Agreement

A legally enforceable agreement entered into on a common basis between the Appointed Advisor and Us to pay their professional fees on the basis of either

- 1) 100% “no-win no-fee” or
- 2) where discounted, that a discounted fee is payable.

# Section 10 continued

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## **Insurer**

SCOR UK Company Limited

## **Legal Costs & Expenses**

- 1) In respect of all Insured Events other than as provided for in 2) & 3) below
  - a) Reasonable legal costs, fees and disbursements reasonably and proportionately incurred by the Appointed Advisor on the Standard Basis and agreed in advance by Us
  - b) Reasonable accountancy fees, disbursements and other costs reasonably incurred by the Appointed Advisor and agreed in advance by Us
  - c) Other side's costs incurred in civil claims where the Insured has been ordered to pay them or pays them with Our agreement
- 2) In respect of Contract & Debt Recovery where the claim is brought within England & Wales and falls outside the jurisdiction of the Small Claims Court reasonable legal costs reasonably and proportionately incurred by the Appointed Advisor on the Standard Basis and agreed in advance by Us
- 3) Loss of earnings incurred under Compliance & Regulation
- 4) Health and Safety Executive Fees for Intervention

## **Limit of Indemnity**

The maximum Legal Costs & Expenses and Compensation Awards payable by the Insurer in respect of all claims related by time or original cause as stated in the schedule. In respect of Compensation Awards the maximum amount payable by the Insurer in respect of all claims aggregated in any one Period of Insurance is £1,000,000.

## **Reasonable Prospects of Success**

In civil proceedings and criminal prosecution claims (except where the Insured pleads guilty), where the Insured has a greater than 50% chance of successfully pursuing or defending their claim. If the Insured is seeking damages or compensation, there must also be a greater than 50% chance of enforcing any Judgment that might be obtained.

In criminal prosecution claims where the Insured pleads guilty, there is a greater than 50% chance of successfully mitigating the Insured's sentence or fine

In tax claims, any dispute or appeal where the Insured has a greater than 50% chance of being successful

In all claims involving an appeal, where the Insured has a greater than 50% chance of being successful

## **Time of Occurrence**

- 1) for civil cases (other than Tax Protection) when the cause of action first accrued
- 2) for Criminal cases when the Insured commenced or is alleged to have commenced to violate the criminal law in question
- 3) for licence and registration appeals when the Insured first becomes aware of the proposal by the relevant licensing or regulatory authority to suspend, revoke, alter the terms of, refuse to renew or cancel the Insured's licence or British Standard Certificate or Registration
- 4) for aspect or full enquiries under Tax Protection when HM Revenue & Customs first notifies the Insured of their intention to make enquiries

For Employers Compliance and VAT Disputes when the relevant authority sends an assessment or written decision to the Insured

## **Territorial Limit**

United Kingdom, Channel Islands and the Isle of Man

## **Cover**

### **What is Insured**

For all Insured Events the Insurer will pay Legal Costs & Expenses (and Compensation Awards) up to the Limit of Indemnity, including the cost of appeals provided that:

- 1) the Insured Event arises in connection with the business
- 2) the Time of Occurrence occurs within the Period of Insurance and within the Territorial Limit

- 
- 3) the claim
    - always has Reasonable Prospects of Success
    - is reported to Us immediately after the Insured &/or an Employee first becomes aware of circumstances which could give rise to a claim under this section
  - 4) the Insured and/or an Employee always agrees to use the Appointed Advisor nominated by Us in any claim
    - falling under the jurisdiction of an Employment Tribunal or the Small Claims Court, and/or
    - prior to the issue of legal proceedings
  - 5) any proceedings or hearing are dealt with by a Court, tribunal or other body that We agree to, in the Territorial Limit
  - 6) in respect of a claim under Contract & Debt Recovery the Insured enters into a Conditional Fee Agreement with the Appointed Advisor or the Appointed Advisor enters into a Collective Conditional Fee Agreement with Us if the claim will be decided in a Court within England & Wales and falls outside the jurisdiction of the Small Claims Court

## Insured Events Covered

### Employment

Defending the Insured in an employment dispute with an Employee, ex-Employee, prospective employee or trade union acting on their behalf, arising from a breach or an alleged breach of their

- a) contract of service with the Insured and/or
- b) statutory rights under employment legislation

An employment dispute is deemed to have occurred once all internal dismissal, disciplinary and grievance procedures as set out under the Employment Act 2002 (Dispute Resolution) Regulations 2004 have been or ought to have been concluded

#### What is not Covered

1. Any claim arising from or relating to:
  - (i) *the pursuit of an action by the Insured other than an appeal against the decision of a court or tribunal;*
  - (ii) *redundancy, alleged redundancy or unfair selection for redundancy, occurring during the first 180 days from the start of cover under Sections Employment Disputes & Employment Compensation Awards, except where the Insured had equivalent cover in force up until the start of this Section;*
  - (iii) *Legal Costs & Expenses for preparation and representation at an internal disciplinary hearing, grievance or appeal;*
  - (iv) *a pension scheme where actions are brought by 10 or more employees or ex-employees.*

### Employment Compensation Awards

Following a claim We have accepted under Employment any

- a) basic and compensatory award made against the Insured by a tribunal
- b) amount agreed by us in settlement of a dispute

Provided that

- (i) Reasonable Prospects of Success exist for a wholly successful defence throughout
- (ii) in respect of any compensation payable for redundancy, alleged redundancy or unfair selection for redundancy the Insured has sought and followed advice from Us or Our agent throughout including prior to serving any notice of a redundancy
- (iii) the compensation is awarded by a tribunal or through the ACAS Arbitration Scheme, under a judgment made after full argument other than by consent or default, or is payable under a settlement approved in writing by Us

#### What is not Covered

1. Compensation awards or settlements relating to:
  - (i) *money due to an Employee under a contract or a statutory provision relating thereto;*
  - (ii) *trade union membership or non-membership, industrial or labour arbitration, collective bargaining agreements or trade union recognition;*
  - (iii) *civil claims or statutory rights relating to trustees of occupational pension schemes.*

### Tax Disputes

- a) a formal aspect or full enquiry into the Insured's business tax affairs
- b) a dispute about the Insured's compliance with HMRC regulations relating to the Insured's employees, workers or payments to contractors.

# Section 10 continued

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- c) a dispute with HMRC about Value Added Tax.

Provided that

- a) the Insured has kept proper records in accordance with legal requirements and
- b) in respect of any appealable matter the Insured has requested an Internal Review from HMRC where available.

## **What is not Covered**

1. Any claim arising from or relating to:
  - (i) *tax returns which are submitted late or for any other reason, result in HMRC imposing a penalty, or which contain careless and/or deliberate misstatements or omissions;*
  - (ii) *an investigation by the Fraud Investigation Service of HMRC;*
  - (iii) *circumstances where the Disclosure of Tax Avoidance Scheme Regulations apply or should apply to your financial arrangements;*
  - (iv) *any enquiry that concerns assets, monies or wealth outside of the United Kingdom;*
  - (v) *your failure to register for VAT.*

## **Property**

A dispute relating to material property which is owned by the Insured and is their responsibility

- a) following an event which causes or could cause physical damage to the Insured's material property
- b) following a public or private nuisance or trespass
- c) and which the Insured wishes to recover or repossess from an Employee or ex-Employee

## **What is not Covered**

1. Any claim arising from or relating to:
  - (i) *a contract between the Insured and a third party except for a claim under Property (c);*
  - (ii) *goods in transit or goods lent or hired out;*
  - (iii) *compulsory purchase, demolition restrictions, controls or permissions placed on land or property by any government, local or public authority;*
  - (iv) *a dispute with any party other than the party who caused the damage, nuisance or trespass.*

## **Tenancy Disputes**

A dispute with the Insured's tenant relating to premises rented or leased by them to another party except relating to rent or service charges or the renewal of the lease or tenancy agreement.

## **What is not Covered**

1. *Any dispute that arises from a disagreement with the Insured's tenant over payment or non-payment of rent and or service charges.*

## **Compliance & Regulation**

- a) defending the Insured and/or an Employee when dealing with the police or Health & Safety Executive prior to them being charged
- b) defending the Insured and/or an Employee following an event leading to them being prosecuted in court of criminal jurisdiction except parking offences
- c) appealing against the terms of a Statutory Notice served against the Insured
- d) representing the Insured and/or an Employee at a formal investigation or disciplinary hearing by any trade association, professional or regulatory body
- e) defending the Insured in a civil action alleging wrongful arrest arising from an allegation of theft
- f) A claim against the Insured for compensation under the Data Protection Act 2018 provided that
  - (i) The Insured is registered with the Information Commissioner
  - (ii) The Insured is able to evidence that they have in place a process to
    - investigate complaints from data subjects regarding a breach of their privacy rights
    - offer suitable redress where a breach has occurred and that your complaints process has been fully engaged
- g) An Employee's loss of earnings incurred when the Employee is absent from work to attend any court, tribunal, arbitration, disciplinary hearing or regulatory proceedings at the request of the Appointed Advisor or whilst on Jury Service. The amount the Insurer will pay shall not exceed £100 per day or part thereof less whatever is recoverable from the court or tribunal subject to a maximum limit of £1000.

### **What is not Covered**

1. Any claim arising from or relating to:
  - (i) *the pursuit of an action by the Insured other than an appeal;*
  - (ii) *a routine inspection by a regulatory authority;*
  - (iii) *a Health and Safety Executive Fee for Intervention;*
  - (iv) *an enquiry, investigation or enforcement action by HMRC;*
  - (v) *a claim brought against the Insured where unlawful discrimination has been alleged.*

## **Directors Protection**

- a) Defending an Insured Director following an alleged wrongful act committed in his or her capacity as Director of the Insured. Subject otherwise to the terms of this section cover also extends to the estate, heirs, legal representatives or assignees of a deceased Insured Director and the legal representatives or assignees or receiver of an Insured Director in the event of bankruptcy or him/her becoming of unsound mind.
- b) Settlement of loss sustained by a third party, other than losses sustained by the Insured or Employee(s) of the Insured, arising during the Period of Insurance within the Territorial Limit by reason of any wrongful act committed during the Period of Insurance by a Director of the Insured and for which the director is made liable following proceedings within the Territorial Limit.

Provided that the most the Insurer will pay is £25,000 per claim.

### **What is not Covered**

1. any claim arising from proceedings alleging seepage, pollution or contamination or the breach of any statute, regulation or ordinance prohibiting or controlling omissions or effluent of any kind or arising from any enforcement action or proceedings brought under or pursuant to any statutes, regulations or ordinances.
2. any claim arising from proceedings brought about or contributed to by any dishonesty, fraud or reckless act of the Insured Director, provided however that this exclusion shall not operate to the prejudice of any Insured Director who is not guilty of nor party to any such dishonesty, fraudulent or deliberate or reckless act
3. any claim arising from proceedings based upon or attributed to the Insured Director
4. gaining any profit or advantage or receiving any profit or advantage or receiving remuneration to which the Insured Director was not legally entitled.
5. any claim arising from proceedings by the Insured, the Insured's parent or subsidiary or the Insured's directors or employees

## **Conditions applicable to Directors Protection**

Notwithstanding the General Exclusions, where proceedings are brought against several directors one or some of whom is, or are, not entitled to indemnity because of the application of exclusions, those directors who are not entitled shall continue to be indemnified in the terms of the certificate.

The director shall only be covered under this section when the Insured is required or permitted to indemnify the director pursuant to the law, or in the Insured's Memorandum and Articles of Association.

## **Statutory Licence Protection**

Representing the Insured following a notice by the relevant authority to alter, suspend, revoke or refuse to renew their statutory licence

## **Executive Suite**

This Insured event applies only to the principal, executive officers, directors and partners of the Insured's business.

- a) An HMRC enquiry into the executive's personal tax affairs.
- b) A motoring prosecution that arises from driving for personal, social or domestic use, including commuting to or from the Insured's business.
- c) A claim that arises from personal identity theft provided that the person claiming has sought and followed advice from the Executive suite identity theft resolution helpline.
- d) A dispute that arises from the terms of the Insured's business partnership agreement that is to be referred to mediation.

### **What is not Covered**

1. Any claim arising from or relating to:
  - a) tax returns which are submitted late or for any other reason, result in HMRC imposing a penalty or which contain careless and/or deliberate misstatements or omissions.
  - b) an investigation by the Fraud Investigation Service of HMRC

# Section 10 continued

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- c) circumstances where the Disclosure of Tax Avoidance Scheme Regulations apply or should apply to the executive's financial arrangements
- d) any enquiry that concerns assets, monies or wealth outside of the United Kingdom
- e) a parking offence
- f) costs incurred in excess of £25,000 for a claim under Executive suite insured event d).

## Contract & Debt Recovery

A breach or alleged breach of an agreement or alleged agreement which has been entered into by the Insured or on their behalf relating to the purchase, hire, hire purchase, lease, servicing, maintenance, testing, sale or provision of goods or services

Provided that

- a) the amount in dispute exceeds £200, or if the amount in dispute is payable in instalments then the instalment due and payable at the time of making the claim must exceed £200
- b) if the amount in dispute exceeds £5,000 the Insured is responsible for the first £500 in each and every claim
- c) in respect of a claim for an undisputed debt the Insured
  - (i) notifies Us within 90 days of the money becoming due and payable
  - (ii) has exhausted its normal credit control procedures

## What is not Covered

1. Any claim arising from or relating to:
  - (i) an amount which is less than £200;
  - (ii) a dispute arising from a lease or tenancy agreement where the Insured is the landlord or lessor;
  - (iii) the sale or purchase of land or buildings;
  - (iv) loans, mortgages, endowments, pensions or any other financial product;
  - (v) computer hardware, software, internet services or systems which
    - (a) have been supplied by the Insured or
    - (b) have been tailored to the Insured's requirements;
  - (vi) a breach or alleged breach of a professional duty by an Insured Person;
  - (vii) the settlement payable under an insurance policy;
  - (viii) a dispute relating to an Employee or ex-Employee;
  - (ix) adjudication or arbitration.

## Exclusions applicable to all covers under this Section

The Insured and/or an Employee are not insured for any claim arising from or relating to:-

1. Legal Costs & Expenses or Compensation Awards incurred before We accept a claim
2. any actual or alleged act, omission or dispute occurring prior to, or existing at the inception of this section and which the Insured and/or an Employee knew or ought reasonably to have known could give rise to a claim under this section
3. an allegation against the Insured and/or an Employee involving:
  - assault, violence or dishonesty;
  - malicious falsehood;
  - the manufacture, dealing in or use of alcohol, illegal drugs, indecent or obscene materials;
  - illegal immigration;
  - money laundering or bribery offences, breaches of international sanctions, fraud, or any other financial crime activities.
4. the defence of legal proceedings relating to:
  - damages for personal injury (other than injury to feelings), or loss or damage to property owned by the Insured
  - a breach or alleged breach of professional duty
  - any tortious liability except where covered under Property
5. the payment of fines, penalties or compensation awarded against the insured (except as covered under Insured event Employment compensation awards); or costs awarded against the insured by a court of criminal jurisdiction
6. costs awarded against the Insured and/or an Employee by a court of criminal jurisdiction following a conviction
7. patents, copyright, trademarks, passing-off, trade or service marks, registered designs, secrecy and confidential information (except in relation to Insured event Employment restrictive covenants)

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8. a dispute with any subsidiary, parent, associated or sister company or between shareholders or partners
  9. franchise rights, or agency rights where the Insured has the legal capacity to alter the legal relations of another
  10. a judicial review
  11. a dispute with Us or the Insurer not dealt with under General Condition - Arbitration
  12. defamation
  13. National Minimum Wage and/or National Living Wage Regulations
  14. a claim where the Insured's failure to notify Us within a reasonable time of the Time of occurrence adversely affects the Reasonable prospects of success of the claim or We consider the Insurer's position has been prejudiced.

## Conditions applicable to all covers under this Section

Failure to keep to any of these conditions may lead the Insurer to cancel this section policy, refuse a claim or withdraw from an ongoing claim. The Insurer also reserves the right to recover Legal Costs & Expenses from the Insured should this occur

### 1. The Insured's responsibilities

An Insured and/or an Employee must

- a) observe and keep to the terms of this section
- b) not do anything that hinders Us or the Appointed Advisor
- c) tell Us immediately after first becoming aware of any cause, event or circumstances which could give rise to a claim under this section
- d) tell Us immediately of anything that may materially alter our assessment of the claim
- e) cooperate fully with the Appointed Advisor and Us, give the Appointed Advisor any instructions We require, and keep them updated with progress of the claim
- f) provide Us with everything We need to help Us handle the claim
- g) take reasonable steps to recover Legal Costs & Expenses that the Insurer pays and pay to the Insurer all costs that are recovered should these be paid to them
- h) tell the Appointed Advisor to have the Legal Costs & Expenses assessed or audited if We require
- i) minimise any Legal Costs & Expenses and try to prevent anything happening that may cause a claim
- j) allow the Insurer at any time to take over and conduct in the Insured's name any claim, proceeding or investigation

### 2. The Appointed Advisor

- a) In certain circumstances as set out in 2 c) below the Insured or an Employee may choose an Appointed Advisor. In all other cases no such right exists and We shall choose the Appointed Advisor.
- b) Where the Insured or an Employee wish to exercise their right to choose, they should write to Us with their nominated representative's name and address. Their chosen Appointed Advisor must agree to act under Our standard terms of business and cooperate with Us at all times.
- c) If We disagree over the appointment of an Appointed Advisor then We will agree for another suitably qualified person to decide the matter
- d) If We agree to start legal proceedings and the court or tribunal requires any representative to be legally qualified, or there is a conflict of interest, the Insured or an Employee may choose a suitably qualified Appointed Advisor. The right of the Insured or an Employee to choose never applies to Employment Tribunal, Tax or Small Claims Court claims unless there is a conflict of interest
- e) If the Appointed Advisor refuses with good reason to continue acting for the Insured or an Employee, the Insured or an Employee dismisses the Appointed Advisor without good reason, or the Insured or an Employee withdraws from the claim without our agreement, cover will end immediately unless We agree to appoint another Appointed Advisor
- f) The Appointed Advisor must enter into a Conditional Fee Agreement with the Insured or an Employee or a Collective Conditional Fee Agreement with Us if a claim under Contract & Debt Recovery will be decided in a Court within England & Wales and falls outside the jurisdiction of the Small Claims Court

### 3. Our consent

We must give Our written consent to the Insured and/or an Employee to incur any Legal Costs & Expenses or Compensation Awards. The Insurer does not accept any liability for Legal Costs & Expenses or Compensation Awards incurred without Our written consent.

## Section 10 continued

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### **4. Settlement**

- a) The Insurer has the right to settle the claim by paying the value of the claim
- b) The Insured and/or an Employee must not negotiate, settle the claim or agree to pay any Legal Costs & Expenses incurred without Our written agreement
- c) If the Insured and/or an Employee refuses to settle the claim following
  - (i) a reasonable offer, or
  - (ii) advice to do so from the Appointed Advisor

the Insurer may refuse to pay further Legal Costs & Expenses

### **5. Counsel's Opinion**

We may require the Insured and/or an Employee to obtain and pay for an opinion from counsel regarding the merits or value of the claim. If the opinion supports the Insured then the Insurer will pay for the opinion.

### **6. Acts of Parliament & Jurisdiction**

All Acts of Parliament referred to within the policy shall include equivalent legislation in Scotland, Northern Ireland, the Isle of Man and the Channel Islands and any subsequent amendment or replacement legislation.

This Policy will be governed by English Law

### **7. Contracts (Rights of Third Parties) Act 1999**

A person who is not party to this contract has no right to enforce the terms and conditions of this Policy under the Contracts (Rights of Third Parties) Act 1999.

## **Claims Procedure**

In the event that the Insured needs to make a claim, or are considering carrying out a redundancy, the Insured should notify Us as soon as possible. Under no circumstances should the Insured instruct their own lawyer or accountant as we will not pay the costs incurred and it could invalidate the Insured's cover.

# General Exceptions

## Applicable to all Sections except as expressly stated

This Policy does not cover

- 1 (a) Damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss  
(b) any legal liability of whatsoever nature  
directly or indirectly caused by or contributed to by or arising from
  - (i) ionising radiations 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 properties of any explosive nuclear assembly or nuclear component thereof
- 2 Damage or liability directly or indirectly occasioned by or happening through war, invasion, act of foreign enemy hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power or confiscation, destruction or requisition by order of the Government or any Public Authority

General Exceptions 1 and 2 do not apply to Section 6 insofar as it relates to bodily injury sustained by an Employee arising out of and in the course of the Employee's employment or engagement by the Insured

- 3 Damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds

General Exception 3 does not apply to Sections 5, 6 and 8

- 4 (a) Damage or Loss of Income in England and Wales and Scotland but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987 occasioned by or happening through or in consequence directly or indirectly of Terrorism  
(b) Damage or Loss of Income in Northern Ireland occasioned by or happening through or in consequence directly or indirectly of
  - (i) civil commotion
  - (ii) Terrorism

For the purposes of this Policy, Terrorism shall mean 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 organisation(s) or government(s) committed for political, religious, ideological, ethnic or similar purposes or reasons including the intention to influence any government and/or to put the public or any section of the public in fear

This Exception also excludes Damage or Loss of Income of whatsoever nature directly or indirectly resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of Terrorism

In any action, suit or other proceedings where the Insurer alleges that by reason of this exception any Damage or Loss of Income is not covered by this Policy the burden of proving that such Damage or Loss of Income is covered shall be upon the Insured

General Exception 4 does not apply to Sections 4, 5, 6 and 8

- 5 Date Change Exception

**This Policy does not provide cover in respect of any**

- (1) loss or destruction of or damage to property or any loss or expense resulting or arising from such damage or any other consequential losses sustained by the Insured and/or
- (2) liability for damages attaching to the Insured or any associated costs relating thereto

directly or indirectly caused by or contributed to by or consisting of or arising from the failure at any time of any computer data processing equipment or media microchip integrated circuits or similar device or any computer software whether the property of the Insured or not to

- (a) recognise correctly or treat any date as its true calendar date and/or
- (b) capture, save, retain, process, manipulate or interpret correctly any data, information, command or instruction as a result of
  - (i) its failing to treat any calendar date as its true date or
  - (ii) the operation of any programmed command which by reason of a failure to treat any date as its true calendar date causes the loss of data or an inability to capture, save, retain or process correctly such data at any time

but provision (1) shall not exclude subsequent loss or destruction of or damage to property or consequential loss not otherwise excluded which itself results from fire, lightning, explosion, aircraft or other aerial devices or articles dropped therefrom, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons (other than thieves), earthquake, storm, flood, subsidence, escape of water from any tank, apparatus or pipe (including sprinkler installations) or impact by any road vehicles or animal where such loss, destruction, damage or consequential loss is insured by the policy.

Where cover is in force this exception shall not apply to Sections 5, 8 and the Employers' Liability Cover under Section 6

# General Exceptions continued

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## 6. **Cyber Loss**

1. Notwithstanding any provision to the contrary within this Policy, this Policy excludes any Cyber Loss.
2. Cyber Loss means any loss, damage, liability, expense, fines or penalties or any other amount directly or indirectly caused by:
  - 2.1 the use or operation of any Computer System or Computer Network;
  - 2.2 the reduction in or loss of ability to use or operate any Computer System, Computer Network or Data;
  - 2.3 access to, processing, transmission, storage or use of any Data;
  - 2.4 inability to access, process, transmit, store or use any Data;
  - 2.5 any threat of or any hoax relating to 2.1 to 2.4 above;
  - 2.6 any error or omission or accident in respect of any Computer System, Computer Network or Data.
3. Computer System means any computer, hardware, software, application, process, code, programme, information technology, communications system or electronic device owned or operated by the Insured or any other party. This includes any similar system and any associated input, output or data storage device or system, networking equipment or back up facility.
4. Computer Network means a group of Computer Systems and other electronic devices or network facilities connected via a form of communications technology, including the internet, intranet and virtual private networks (VPN), allowing the networked computing devices to exchange Data.
5. Data means information used, accessed, processed, transmitted or stored by a Computer System.

General Exception 6 does not apply to Section 6

## 7. **Communicable Disease**

1. Notwithstanding any provision to the contrary within this Policy, this Policy excludes any loss, damage, liability, claim, cost or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease regardless of any other cause or event contributing concurrently or in any other sequence thereto.
2. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
  - 2.1. 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
  - 2.2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
  - 2.3. the disease, substance or agent can cause or threaten damage 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

General Exception 7 does not apply to Sections 5, 6 and 8

# General Conditions

## Applicable to all Sections

### Arbitration

- 1 If any difference shall arise as to the amount to be paid under any section of this Policy (liability being otherwise admitted) such differences shall be referred to an arbitrator to be appointed by the parties in accordance with the relevant statutory provisions and the making of an award shall be a condition precedent to any right of action against the Insurer

### Assignment

- 2 The Insured may not assign any of the rights or benefits under this Policy or any section of this Policy without the Insurer's prior written consent.

The Insurer will not be bound to accept or be affected by any notice of trust, charge, lien or purported assignment or other dealing with or relating to this Policy or any section of this Policy.

### Breach of Duty of Fair Representation

- 3 If the Insurer becomes aware that the Insured deliberately or recklessly provided false or misleading information or withheld important information the Insurer will treat this Policy as if it never existed and decline all claims.

If the Insurer becomes aware that the Insured carelessly provided false or misleading information or failed to disclose important information it could adversely affect the Insured's Policy and any claim. For example, the Insurer may:

- (a) treat this Policy as if it had never existed and refuse to pay all claims and return the premium paid. The Insurer will only do this if the Insured has been provided with insurance cover which the Insurer would not otherwise have offered;
- (b) amend the terms of the Policy. The Insurer may apply these amended terms as if they were already in place if a claim has been adversely impacted by the Insured's carelessness;
- (c) charge more for the Policy or reduce the amount paid on a claim in the proportion the premium paid bears to the premium which would have been charged; or
- (d) cancel this Policy in accordance with the Cancellation clause under the General Conditions.

### Cancellation

- 4 The Insurer may cancel this Policy by sending seven days' notice by recorded delivery to the Insured at the Insured's last known address in which event the Insured shall receive a pro-rata return of premium for the unexpired Period of Insurance

The Insured may cancel this Policy at any time by giving the Insurer written notice and in such event the Insurer will return a percentage of the Premium and Insurance Premium Tax (IPT) paid for the period of insurance in accordance with the table below subject to

- (a) no claims having been made and no incidents having arisen that could result in a claim under this Policy during the current period of insurance
- (b) a minimum premium of £100 plus IPT being retained by the Insurer.

#### Date of notification of Cancellation

#### Percentage of the current Premium plus IPT returned

Within 1 month of commencement of the period of insurance	80%
Within 2 months of commencement of the period of insurance	70%
Within 3 months of commencement of the period of insurance	60%
Within 4 months of commencement of the period of insurance	50%
Within 5 months of commencement of the period of insurance	40%
Within 6 months of commencement of the period of insurance	30%
Within 7 months of commencement of the period of insurance	20%
Within 8 months of commencement of the period of insurance	10%
After 8 or more months of commencement of the period of insurance	0%

We shall not be bound to invite or accept renewal of this Policy or provide cover for this Insured under a new Policy

### Changes in Facts

- 5 This Policy shall be avoided if
  - (a) the Business be wound up or carried on by a liquidator or receiver or permanently discontinued or
  - (b) the Insured's interest cease otherwise than by death or
  - (c) any alteration be made either in the Business or in the Premises or property therein the occupation of any Insured Person or any other circumstances whereby the risk is increased
  - (d) the Insured or any other director or partner or any company or partnership of which anyone has been declared bankrupt or insolvent or is placed into administration

at any time after the commencement of this insurance unless its continuance be admitted by memorandum

# General Conditions continued

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## Claims Procedure (Insured's duties)

- 6 It is a condition precedent to liability that the Insured shall give written notice to the Insurer in accordance with the timescales set out below of any occurrence which may give rise to a claim for indemnity under this insurance failing which the Insurer has the option to decline the claim
- (A) For Employers Liability or Public Liability or Products Liability bodily injury claims the Insured shall forward to the Insurer by email immediately on receipt and no later than 3 working days following receipt any claim notification form (CNF) letter of claim writ summons or proceedings
- (a) The written notice and a detailed statement of claim must be submitted within 14 days of the happening of the bodily injury or an incident which is likely to give rise to a claim
  - (b) Immediate action must be taken to prevent further bodily injury
  - (c) The Insured shall at his own expense give to the Insurer all such particulars information and assistance as may be reasonably required together with (if demanded) a statutory declaration of the truth of the claim and of any matters connected therewith
  - (d) No admission of liability or negotiation or settlement of any claim shall be made without the Insurer's written consent
- (B) For claims other than Employers Liability or Public Liability or Products Liability bodily injury claims
- (a) The written notice and a detailed statement of claim must be submitted within
    - (i) 7 days of the happening of loss, destruction or damage by malicious persons, riot or civil commotion, strikers, locked-out workers or persons taking part in labour disturbances
    - (ii) 30 days of the expiry of the Indemnity period in respect of a claim under Loss of Income
    - (iii) 14 days of the discovery of any act or acts of fraud or dishonesty in respect of a claim under Theft by Employees. The statement shall include the name or names of the Employee or Employees responsible for the loss
    - (iv) 30 days of the happening of any other loss, destruction, damage or bodily injury
  - (b) If theft or loss, destruction or damage by malicious persons is suspected notice must be given as soon as reasonably possible to the police and all practical steps taken to recover property lost
  - (c) Immediate action must be taken to minimise loss and avoid interruption or interference with the Business and to prevent further loss, damage or bodily injury
  - (d) The Insured shall at his own expense give to the Insurer all such particulars information and assistance as may be reasonably required together with (if demanded) a statutory declaration of the truth of the claim and of any matters connected therewith
  - (e) No admission of liability or negotiation or settlement of any claim shall be made without the Insurer's written consent

## Claims Procedure (Insurer's rights)

- 7 (a) The Insurer shall be entitled to conduct in the Insured's name the defence or settlement of any claim or to prosecute for its own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim
- (b) In connection with any one claim or number of claims under Section 6 (except insofar as it relates to bodily injury sustained by an Employee arising out of and in the course of the Employee's employment or engagement by the Insured) occurring in any one Period of Insurance the Insurer may at any time pay to the Insured the amount of the limit of liability (after deduction of any sum or sums already paid as compensation) or any less amount for which such claim or claims can be settled and thereafter the Insurer shall be under no further liability under this Policy in connection with such claim or claims except for Legal Costs incurred prior to the date of such payment
- (c) The Insured shall allow the Insurer to enter the building where loss, destruction or damage has occurred and to take and keep possession of or to deal with the property in any reasonable manner. No property may be abandoned to the Insurer
- (d) If the Insurer elects to repair reinstate or replace any property it shall only do so in a reasonably sufficient manner as circumstances permit and shall not be bound to spend more than the relevant Sum Insured

## Company Records

- 8 It is a condition precedent to liability that
- 1 The Insured's book of accounts or other business books or records including computerised data base/records in which customer's accounts are shown be kept in fire-resisting safes or fire-resisting cabinets when not in use
  - 2 The Insured shall make duplicate copies/take backup of all computer systems records daily and that such copies be removed from the premises when the premises are closed for business and that they are kept in the private residence of the Directors or authorised employees of the Insured
  - 3 All the keys or combination codes of the safe(s) be removed from the premises except while the Insured or an authorised employee is actually therein. In the event that a keyholder or authorised person leaves the services of the insured company for any reason whatsoever the keys and codes of doors and safes and computer systems would have to be immediately changed

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## Electrical Inspection

- 9 It is a condition precedent to liability that:
- (a) the risk address(es) has(ve) been inspected by an electrical contractor who is an approved contractor of the National Inspection Council for Electrical Installation Contracting (NICEIC) or a member of the Electrical Contractors Association (ECA) or the Electrical Contractors Association of Scotland (SELECT) or the National Association of Professional Inspectors or Testers (NAPIT) and will be inspected at recommended frequencies thereafter in accordance with The Electricity at Work Regulations 1989 and/or subsequent and succeeding legislation
  - (b) any faults revealed by such inspection have been or (in relation to future inspections) will be immediately rectified
  - (c) the Insured must produce a certificate confirming the above to the Insurer within a period of 30 days of being so requested

## Felt Roof Condition

- 10 It is a condition precedent to liability that if any Building has a felt roof where the mineral felt surface has not been replaced for seven years, then this roof must be inspected annually by a competent roofing contractor prior to the month of October each year and evidence of such inspection and any remedial work following such inspection should be kept and produced if requested by the Insurer

## Intruder Alarm

- 11 It is a condition precedent to liability that where an Intruder Alarm System is installed at the Premises
1. the Premises are protected by an Intruder Alarm System installed as specified or agreed and accepted by the Insurer
  2. the Intruder Alarm System shall be maintained in full and efficient working order under a contract to provide both corrective and preventative maintenance with the installing company or such other company as agreed with the Insurer  
no alteration to or substitution of
    - (a) any part of the Intruder Alarm System
    - (b) the procedures agreed by the Insured for Police or any response to
    - (c) any activation of the intruder alarm system
    - (d) the maintenance contractbe made without the written agreement of the Insurer
  3. the Alarmed Premises shall not be left Unattended without the agreement of the Insurer
    - (a) unless the Intruder Alarm System is set in its entirety with means of communication used to transmit signals in full operation
    - (b) if the Police have withdrawn their response to alarm calls
  4. All keys to the Intruder Alarm System are removed from the Premises when they are left Unattended
  5. the Insured maintains secrecy of codes for the operation of the Intruder Alarm System
  6. the Insured shall appoint at least two Keyholders and lodge written details (which must be kept up to date) with the alarm company and the police
  7. in the event of notification of any activation of the Intruder Alarm System or interruption of the means of communication during any period that the Intruder Alarm System is set a Keyholder shall attend the Premises as soon as is reasonably possible
  8. in the event of the Insured receiving any notification that the Police attendance in response to alarm signals/calls from the Intruder Alarm System may be withdrawn or the level of response reduced or delayed from a Local Authority or Magistrate imposing any requirement for the abatement of nuisance that the Intruder Alarm System cannot be returned to or maintained in full working order the Insured shall advise the Insurer as soon as possible and in any event not later than 10.00 a.m. on the Insurer's next working day and comply with any subsequent requirements stipulated by the Insurer

## Minimum Security Requirements

- 12 The Insurer shall not be liable in respect of Damage by or in consequence of Theft from the Premises unless the following devices are put into full and effective operation at night and whenever the Premises are unattended unless varied in writing by the Insurer
1. All external doors of the Premises together with internal doors which give access to any part of the building not occupied by the Insured must be fitted and secured with one of the following
    - (a) a mortice deadlock with boxed metal striking plate or rim lock either of which conforms to BS3621:1980 Specification for Thief Resistant Locks
    - (b) a five or more lever close shackle padlock and matching locking bar fitted in accordance with the manufacturers instructions
    - (c) all aluminium framed doors to be fitted with an integral cylinder operated swing bolt mortice lock with high security cylinder rose and armoured striking plate
    - (d) all UPVC doors to be fitted with an integral cylinder operated swing bolt mortice lock with high security cylinder rose and armoured striking plate of a multi-point locking system with a minimum of three locking points of which at least the central one

# General Conditions continued

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- must contain a horizontal dead bolt or hook bolt with a minimum engagement in the keep of 10mm. The profile cylinder for use with the lock must have a minimum of 5 pins and anti-drill inserts
- (e) two key operated locking mechanisms or one key operated locking mechanism with
    - (i) 300mm tower bolts fitted top and bottom internally or
    - (ii) steel or timber cross bars fitted internally
  - (f) an alternative form of lock or locking system of at least similar quality and strength to BS3621:1980 which is approved by the Insurer in writing
2. All outward opening external doors and internal doors which give access to any part of the building not occupied by the Insured must be fitted and secured with hinge bolts top and bottom
  3. Any steel or aluminium roller shutters should be secured by at least two of the following
    - (a) integral locking mechanism fitted to bottom rail of the shutter
    - (b) proprietary guide mounted locking system (pinlocks)
    - (c) a five or more lever close shackle padlock and matching locking bar fitted in accordance with the manufacturers' instructions
  4. 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 or solid or iron bars or security grilles. This condition shall not apply to any door or window officially designated a fire exit by the fire authority

## Other Insurances

- 13 (a) Damage insured under Sections 1, 2, 3, 4, 7, 8 or 9 is covered by any other insurance the Insurer shall pay only its rateable proportion of the loss or damage
- (b) If any Damage or liability insured under Section 6 is covered or would but for the existence of this Policy be covered by any other insurance the Insurer shall not provide indemnity except in respect of any excess beyond the amount which is or would but for the existence of this Policy be payable

## Portable Heaters

- 14 It is a condition precedent to liability in respect of destruction or damage by fire that there be no portable heating appliances other than electric fan heaters or oil filled radiators used anywhere in the building

## Reasonable Precautions

- 15 (a) The Insured shall take and cause to be taken all reasonable precautions
  - (i) for the safety and security of the property insured and to maintain it in sound condition
  - (ii) to prevent bodily injury and loss of or damage to the property of others
  - (iii) to comply with all statutory obligations and regulations imposed by any Authority
- (b) The Insured shall exercise reasonable care in selection and supervision of Employees

## Sanctions

- 16 The Insurer will not provide any cover under this Policy or be liable to pay any claim or provide any benefit to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Insurer to the risk of any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, the United Kingdom of Great Britain and Northern Ireland, Channel Islands, Isle of Man or United States of America.  
If any such sanction, prohibition or restriction takes effect during the period of insurance the Insurer may cancel that part of this Policy which is affected with immediate effect by giving such notice in writing.

## Security Protections

- 17 It is a condition precedent to the liability of the Insurer under Sections 1 and 4 that the Insured shall ensure that all the protections installed to safeguard the property and the Premises or any self-contained portion of the Premises are maintained in full working order and that all such protections are used and put into operation at night and whenever the Premises are closed for business and at all other material times

## Shutters (only applicable if installed at the premises)

- 18 It is a condition precedent to liability in respect of loss or damage caused by theft, malicious damage or glass breakage as within defined that the entrance and shopfront to the premises are protected by shutters secured in the closed position by close shackle padlocks whenever the premises are closed for business

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## Unoccupied Premises

19 The Insured shall advise the Insurer if the Premises are unoccupied for a period of 30 consecutive days.

It is a condition precedent to the liability of the Insurer in respect of any building or portion thereof unoccupied for more than 30 consecutive days that

- (a) (i) all gas and water services be isolated from the mains supply
- (ii) all electricity services be isolated from the mains supply except in conjunction with security devices set out in (b) below
- (iii) all water and heating installations be drained except as otherwise agreed in writing
- (b) all security devices be kept in full and effective operation
- (c) all perimeter walls, gates and fences be maintained in good order
- (d) all waste and combustible materials be removed from inside and outside the premises and tanks containing fuel or other flammable liquids be drained and purged
- (e) where the premises remain unoccupied for more than three months all ground floor windows and unnecessary doors be bricked up or boarded over and letter boxes be sealed
- (f) internal and external inspections of the premises be carried out at least once every 7 days by the Insured or by a competent person employed by the Insured to ensure that the above requirements are complied with
- (g) written reports be kept following such inspections
- (h) any defect revealed by an inspection be promptly rectified
- (j) cover under Section 1 – Contents and where applicable Section 7 – Buildings is restricted to the following perils:-
  - Fire, explosion, lightning
  - Aircraft and other aerial devices or articles dropped from them
  - Earthquake
- (k) cover under Section 2 – Glass, Section 4 – Money and Section 5 – Assault is excluded







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