



中国太平
CHINA TAIPING



Commercial Combined Insurance Policy

Underwritten by
CHINA TAIPING INSURANCE (UK) CO LTD

INTRODUCTION

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

You are in good hands.

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

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

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

We strictly adhere to the principals of prudent **business** underwriting and **we** transact **business** with the concept of 'Diligent Management and Sincere Service' in mind.

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

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

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

www.uk.cntaiping.com



Yamei Yang
Chief Executive

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

CONTENTS

	Page
Introduction	1
Your Policy and Insuring Clause	3
Customer Information	4 – 5
General Definitions	6 – 9
General Exclusions	10 – 13
General Conditions	14 – 18
Policy Endorsements	19 – 23
Policy Sections Available	
Section 1 – Material Damage	24 – 38
Section 2 – Business Interruption	39 – 49
Section 3 – All Risks on Specified Items	50 – 51
Section 4 – Money and Personal Injury	52 – 54
Section 5 – Goods in Transit	55 – 57
Section 6 – Computer Breakdown	58 – 60
Section 7 – Deterioration of Stock	61 – 62
Section 8 – Employers' Liability	63 – 65
Section 9 – Public & Products Liability	66 – 73
Section 10 – Loss of Licence	74 – 75
Section 11 – Personal Accident	76 – 79
Section 12 – Legal Expenses	80 – 87
Section 13 – Theft by Employee	88 – 89
How to make a Claim and General Data Protection	
Claims Conditions and Notification Procedures	90 – 91
Privacy and Your Personal Information	92

YOUR POLICY AND INSURING CLAUSE

Your Policy

This is **your** Commercial Combined Insurance Policy and confirms the insurance cover agreed between **you** (the **insured**) and **us** (the **company**).

Your policy comprises the proposal or similar application form when applying for the insurance, this **policy** wording and the **policy schedule** and **endorsements** applicable; and must be read together as one document.

Please examine this **policy** carefully to ensure **you** understand its terms and conditions and it provides the cover **you** require. Immediate notification should be made if **you** think there are amendments to be made or new circumstances arise that would affect **your** insurance as stated in General Condition 7.

Should **you** have any query please contact **your** insurance adviser or China Taiping Insurance (UK) Co Ltd.

Insuring Clause

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

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



Yamei Yang
Chief Executive

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

CUSTOMER INFORMATION

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

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

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

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

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

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

FINANCIAL SERVICES COMPENSATION SCHEME

We are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the Scheme should **we** be unable to meet **our** obligations under this contract. Entitlement to compensation under the Scheme depends on the type of **business** and circumstances of the claim.

Further information about compensation scheme arrangements is available from the Financial Services Compensation Scheme, contactable via:

FSCS, 10th floor, Beaufort House, 15, St Botolph Street
London EC3A 7QU
Telephone: 0800 678 1100 or 0207 741 4100
Website: www.fscs.org.uk

YOUR RIGHT TO CANCEL

You have the right to cancel this insurance **policy** within 14 days of receiving the **policy** documentation and receive a full refund of any premium paid, provided that there have been no claims either paid, reported or outstanding. For the purposes of this cancellation clause, it will be deemed that **you** will have received the **policy** document upon the day following the date it was posted to **you** by first class post.

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

If **you** do not exercise **your** right of cancellation within the initial 14-day period, this insurance **policy** will automatically come into force from the inception date specified in the **schedule**. **You** will remain liable to pay the full annual premium.

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

THE LAW THAT GOVERNS THIS POLICY AND JURISDICTION

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

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

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

THE LAW THAT GOVERNS THE INTERPRETATION OF THIS POLICY

All disputes concerning the interpretation of this **policy** are understood and agreed by both **you** and **us** to be subject to English Law. Each party agrees to submit to the jurisdiction of any court of competent jurisdiction within England and to comply with all requirements necessary to give such court jurisdiction. All matters arising hereunder shall be determined in accordance with the law and practice of such court.

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

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

GENERAL DEFINITIONS

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

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

Act of Terrorism

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

Business

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

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

Company / our / us / we

means China Taiping Insurance (UK) Co Limited

Computer Systems

means any computer hardware software communications system electronic device (including but not limited to smart phone laptop tablet wearable device) server cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input output data storage device networking equipment or back up facility owned operated by or held in trust by **you**

Costs and Expenses

means

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

Damage

means physical loss destruction or damage

Data

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

Employee

means

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

Endorsement

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

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

Excess

means amount stated herein, or shown in the **schedule** to any Section of this **policy** being the first amount of each and every claim for which **you** are considered to be **your** own insurer

Geographical Limits

means United Kingdom

Glass

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

Injury

means death bodily injury illness disease or shock

Insured Person

means any of **your** principals, directors, partners or **employees**. In respect of cover under Section 11 – Personal Accident, they will be specifically identified in the **schedule** applicable to that Section

Limit of Indemnity / Limit of Liability

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

Money

means

- (1) cash, bank and currency notes
- (2) crossed and uncrossed (where applicable)
 - a) bankers drafts
 - b) national giro drafts and payment orders
 - c) postal and **money** orders
 - d) dividend warrants

- e) cheques (other than pre-signed blank cheques)
- (3) travellers cheques
- (4) national savings stamps and certificates
- (5) bus and rail travel cards and passes
- (6) telephone cards
- (7) current postage stamps and unused postal franking machine units
- (8) luncheon vouchers
- (9) gift tokens
- (10) trading stamps
- (11) national insurance stamps and stamped or impressed national insurance cards
- (12) holiday with pay stamps
- (13) premium bonds
- (14) VAT purchase invoices
- (15) credit card cheque card and debit card sales vouchers
- (16) savings stamps
- (17) consumer redemption vouchers

Period of insurance

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

Policy

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

Pollution

means

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

Premises

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

Products

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

Property

means the items described in the **schedule** in any of the Sections that are shown as "Operative" and which are included in the insurance provided by this **policy**

Sanitaryware

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

Schedule

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

Specified Perils

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

Statement of Fact

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

Sum Insured

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

Unoccupied

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

Valuables

means deeds bonds bills of exchange promissory notes stamp collections jewellery watched furs and fur skins precious stones and articles comprising of them

You / Your

means person and/or company named as “the Insured” in the **policy schedule**

GENERAL EXCLUSIONS

(1) GENERAL

The following Exclusions apply to all Sections of **your policy** except Section 8 – Employers' Liability
This **policy** does not cover any loss destruction **damage** consequential loss or liability directly or indirectly caused by or contributed to by or arising from

- a) **Radioactive Contamination**
 - i. ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - ii. the radioactive toxic explosive or other hazardous or contaminating properties of any nuclear installation reactor or other nuclear assembly or nuclear component thereof
 - iii. any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
- b) **Pressure Waves**

pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds
- c) **Pollution**

damage to or loss of use of resulting from **pollution**; except such **damage** to the **property**, or loss resulting from such **damage**, to **property** used by **you** at the **premises** for the purpose of the **business** caused by

 - i. **pollution** which itself results from a **specified peril**; or
 - ii. any of the **specified perils** which itself results from **pollution**

(2) WAR

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

- a) war invasion acts of foreign enemies hostilities or warlike operations (whether war be declared or not) civil war mutiny civil commotion assuming the proportions of or amounting to popular rising military rising insurrection rebellion revolution military or usurped power.
This Exclusion shall apply to all Sections of this **policy** other than Section 8 – Employers' Liability to the extent that it is necessary to comply with the minimum requirements of the law in the United Kingdom of Great Britain and Northern Ireland including the Channel Islands and the Isle of Man relating to compulsory insurance of liability to employees; and provided the **company's** maximum liability shall not exceed £5,000,000.
- b) riot civil commotion and (except in respect of **damage** by fire or explosion) strikers locked out workers or persons taking part in labour disturbances or malicious persons in Northern Ireland other than in respect of the insurance provided by Section 8 – Employers' Liability and Section 9 – Public & Products Liability.

(3) ACT OF TERRORISM

This **policy** does not cover any claim hereunder of whatsoever nature directly or indirectly occasioned by or happening through or in consequence of any **act of terrorism** or any action taken in controlling preventing suppressing or in any way relating to any of the above.

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

This Exclusion shall apply to all Sections of this **policy** other Section 8 – Employers’ Liability and Section 9 – Public & Products Liability but where the **company’s** maximum liability shall not exceed an amount of £5,000,000 under each Section.

(4) DATE RECOGNITION FAILURE

This **policy** does not cover

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

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

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

(5) COMMUNICABLE DISEASE EXCLUSION

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

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

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

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

Provided that:

- a) where **we** are alleging that this exclusion applies then the burden in proving to the contrary lies with **you**;
- b) this exclusion applies to all sections of this **policy** except (where available and insured) Section 8 Employers’ Liability; but any circumstance where compulsory insurance of liability to any **employee** is

required by statute but the **limit of indemnity** shall be reduced to the minimum amount as required by law.

(6) CYBER EXCLUSION

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

- a) a **cyber loss**
- b) any loss of use reduction in functionality erasure corruption alteration repair replacement restoration research engineering or reproduction of any **data** including any amount pertaining to the value of such **data**

regardless of any other cause or event contributing concurrently to or in any sequence to.

Provided that this exclusion applies to all sections of this **policy** except Section 8 – Employers’ Liability.

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

For the purpose of this Exclusion:

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

Cyber act means:

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

Cyber incident means:

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

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

(7) PERFLUORINATED COMPOUNDS, PERFLUOROALKYL AND POLYFLUOROALKYL SUBSTANCES (PFAS) EXCLUSION

- a) This **policy** does not cover any claim for actual or alleged loss, liability, **damage**, compensation, Injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with any PFAS, such as any perfluoroalkyl or polyfluoroalkyl substances for example.
- b) For the purposes of this exclusion, loss, liability, **damage**, compensation, Injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, includes, but is not limited

to, any cost to clean-up, detoxify, remove, monitor, contain, test for or in any way respond to or assess the effect of any PFAS, such as any perfluoroalkyl or polyfluoroalkyl substances for example.

- c) PFAS means any organic molecule, salt, free radical or ion, the composition of which includes at least one:
 - i. perfluorinated methyl group (-CF₃); or
 - ii. perfluorinated methylene group (-CF₂-).

(8) T&D LINES EXCLUSION CLAUSE

This **policy** does not cover any loss of, destruction of or **damage** to any kinds of above or below ground conductors (e.g. transmission and distribution lines) including wires, cables, poles, scaffolding, pylons and masts or any property forming a part thereof or connected therewith and including substations and transformer stations unless such conductors for which the insured carries the risk are located no further than 150 metres or 500 feet from an insured plant of this **insured**.

This Exclusion also applies to any consequential losses, time element losses or business interruption losses resulting therefrom including but not limited to increased cost of working.

This Exclusion includes but it is not limited to conductors for the transmission or distribution of electrical energy, telephone or telegraphic signals, and all communication signals whether audio or visual.

It is, however, understood and agreed that this Exclusion shall not apply to contingent business interruption coverages including public utilities extensions and / or suppliers extensions, provided that these are not part of a suppliers', transmitters' or distributors' policy.

GENERAL CONDITIONS

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

(1) ARBITRATION

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

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

(2) AVERAGE

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

(3) CANCELLATION

The **company** may cancel this **policy** by sending 30 days' notice by recorded delivery letter to **you** at **your** last known address, unless **our** reason for cancellation is deliberate or reckless misrepresentation on **your** part. If **we** cancel because of deliberate or reckless misrepresentation, then **your policy** will be cancelled with immediate effect.

Otherwise, notice will be deemed to be on the date of delivery if the notice is delivered by hand, or 2 working days after posting if notice is sent by post or courier.

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

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

(4) CONDITIONS PRECEDENT TO LIABILITY

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

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

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

A person or **company** who was not party to this **policy** has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this **policy** but this Condition does not affect any right or remedy of a third party which exists or is available other than by virtue of this Act.

(6) DATA PROTECTION - THE GENERAL DATA PROTECTION REGULATION

By entering into this contract, **you** agree that any information provided to the **company** regarding **you** and **your business** for the purpose of accepting insurance and handling any claims, may if necessary, be divulged to third parties provided that it will be processed by the **company** in compliance with the provisions of the General Data Protection Regulations. Please refer to **our** "Privacy and Your Personal Information" statement at the end of this **policy**.

(7) DUTY OF FAIR PRESENTATION

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

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

For the purpose of this Condition reference to: -

- a) avoiding a **policy** means treating the **policy** as if it had not existed from the inception date (where the failure to make a fair presentation of the risk occurs before or at the inception of the **policy**), the renewal date (where the failure occurs at renewal of the **policy**), or the variation date (where the failure occurs when the **policy** is varied);
- b) refunds of premium should be treated as refunds of premium back to the inception date, renewal date or variation date as the context requires;
- c) issuing a **policy** should be treated as references to issuing the **policy** at inception, renewal or varying the **policy** as the context requires.

(8) EFFECT OF CLAIMS ON SUMS INSURED

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

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

(9) EMPLOYERS LIABILITY TRACING OFFICE

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

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

(10) FRAUDULENT CLAIMS

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

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

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

(11) INSTALMENTS

If the premium for this **policy** is payable by instalments it is a condition precedent to the **company's** liability that each instalment shall be paid when due otherwise all benefit under this **policy** shall be forfeited from the date when such instalment was due.

(12) MATERIAL ALTERATION

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

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

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

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

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

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

(13)OTHER INSURANCE

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

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

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

(14)PRECAUTIONS

You must

- a) take all reasonable precautions to safeguard any **property** covered by this **policy** against **damage** and to prevent injury or loss or destruction of or **damage** to other **property**
- b) exercise reasonable care in the selection and supervision of **your** employees
- c) take all reasonable steps to comply with all statutory and other obligations and regulations imposed by any authority
- d) maintain the **premises** and all other **property** covered in a sound condition
- e) remedy any defect or danger as soon as possible after discovery and in the meantime take such additional precautions as the circumstances may require

(15)PREMIUM ADJUSTMENT

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

(16)RECOVERY OF LOST OR STOLEN PROPERTY

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

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

(17)TAX

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

(18)WORKMEN AND ALTERATION TO THE PREMISES OR BUSINESS

Workmen and tradesmen are allowed in or about the premises for maintenance purposes and for undertaking minor repairs and alterations without affecting this insurance but the company has insured **you** on the basis of information supplied and cover under this policy will cease if

- a) there are changes to the premises or the building in which it is located or to your **business** which may increase the risk of loss destruction **damage** liability accident or injury
- b) there are changes in the occupancy or use of the premises
- c) your interest in the premises or your **business** ceases
- d) your **business** is wound up or carried on by a liquidator or receiver or permanently discontinued

unless **you** have notified the company within a reasonable time and the company have agreed to such changes in writing.

(19)SANCTIONS

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

(20)SUBROGATION

In the event of a payment under this policy, **we** shall be subrogated to all applicable rights of recovery of the policyholder (or **insured person** where applicable) in respect of such payment. **You** must do everything **we** require to enforce such rights or remedies or obtain relief or indemnity from other parties as it may be relevant.

POLICY ENDORSEMENTS

All of the Endorsements numbered (1) to (8) – apply to this policy

(1) Minimum Security Condition

It is a condition precedent to the liability of the **company** in respect of **damage** arising from fire, theft or malicious damage, that **you** shall have in place in full working order and put into effective operation whenever the **premises** are closed for **business**, or left unattended, the following minimum level of security or such as is specified in the **schedule**:

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

(2) Electrical Circuit Condition

It is a condition precedent to the liability of the **company** under this **policy** that all of the fixed electrical wiring installation at the **premises** (or those parts of the **premises** that **you** are responsible for):-

- a) has a current Electrical Installation Condition report (EIC) confirming that the installation conforms to current Electricity at Work Regulations (1989), and is in a “Satisfactory” condition. This EIC report must be prepared and issued by a qualified electrical contractor accredited by one of the following bodies: the National Inspection Council for Electrical Installation Contracting (NICEIC), the Electrical Contractors Association (ECA), the National Association of Professional Inspectors and Testers (NAPIT), or SELECT.
- b) throughout the term of this **policy**, the installation must be re-inspected and tested at periodic intervals, in accordance with the standard methods of testing in the current Institute of Engineering and Technology (IET) Wiring Regulations. but subject to a maximum interval of once every 5 years between such inspections, and an updated “satisfactory” EIC report issued. All periodic inspections and testing must also be undertaken by a NICEIC, ECA, NAPIT or SELECT accredited contractor.
- c) if at inception of this **policy**, there is no current satisfactory EIC report for the **premises**, then **you** must arrange for the whole of the electrical wiring installation to be inspected and tested by a NICEIC, ECA, NAPIT or SELECT accredited contractor within 45 days of inception of this **policy**, and an EIC report issued.
- d) following testing and inspection under b) or c) above, all improvement works that are categorized as “1” or “2” in the EIC report, and required to ensure electrical safety, must be completed within 30 days of the inspection, by a similarly accredited contractor, and appropriate documentation issued in

confirmation.

- e) a copy of each EIC report and related documentation issued, shall be retained by **you** and made available for inspection by the **company** upon request.

(3) Flat Roof Condition

It is a condition precedent to the liability of the **company** for **damage** caused by storm or ingress of water that all flat felted roof or areas of flat felt roofing, forming part of the **buildings** at the **premises** either owned by **you** or for which they are legally responsible shall be subject to inspection no less than once every 2 years by a qualified builder or surveyor and any defects identified by that inspection shall be repaired within 30 days of inspection.

(4) Survey Condition

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

(5) Unoccupied Property Condition

The following are conditions precedent to **company's** liability in respect of any **unoccupied buildings**: -

- a) **you** must notify the **company** as soon as possible when the part of the **premises** used for the **business** become **unoccupied** or an **unoccupied premises** becomes reoccupied;
- b) all mains services must be turned off at the main inlet, switches and stop-cocks as appropriate and the water systems (other than sprinkler installation) drained down;
- c) all external openings at ground or street level and all basements shall be secured against unauthorised entry;
- d) all combustible contents are to be removed from the **premises** and the adjacent surrounding areas must be kept clear of all combustible materials;
- e) the **premises** must be inspected internally and externally at least once every week by **you** or **your** duly appointed representative; a record of all such visits maintained by **you**. Any breach in security or other problems discovered must be rectified immediately;
- f) any fire or theft protection equipment shall be maintained in efficient working order;
- g) unless otherwise agreed in writing, the **company** shall not be liable for any **damage** or **injury** arising out of or in connection with any works of alteration, demolition, refurbishment or renovation.

(6) Waste Control and External Storage of Combustible Goods

It is a condition precedent to **company's** liability for **injury** or **damage** that:

- a) all oily and/or greasy waste and used cleaning cloth be kept in metal receptacles with metal lids when not in use, and removed from the **buildings** at least once a week;
- b) all other trade waste and refuse is swept up daily and kept in bags or bins and removed from the **buildings** at least once a week;
- c) any combustible goods and waste (including idle pallets) stored in the open out of **business hours** must be kept at least 7 metres away from the **buildings**.

(7) Portable Space Heaters Conditions

It is a condition precedent to **our** liability that the only portable space heaters to be used at **your premises** are portable electric fan heaters fitted with a fan failure cut-out device and/or an overheat cut- out device. You must also comply with the following conditions:-

- a) it is not sited in passageways and other places where it is liable to be overturned or subject to mechanical damage;
- b) it is not sited in areas where flammable atmospheres are habitually or intermittently present;
- c) it is not sited on combustible floors or surfaces;
- d) it is kept clear of combustible materials and is provided with a guard to maintain a clear space of at least 1 metre around it.

(8) Portable Electrical Inspection Conditions – PAT Testing

It is a condition precedent to liability of the **company** under this **policy** that all portable electrical appliances owned or under your control are all:-

- a) periodically tested by a NICEIC, ECA, NAPIT (commercial or industrial) or SELECT accredited contractor
- b) labelled once tested, whether passed or failed and **you** keep a record of **your** test results for at least 5 years. Any item that has failed its test should be disconnected from a power supply until it is repaired by a qualified technician or removed from the **premises**

otherwise all **damage** arising from or caused by fire or explosion will be excluded

The following Endorsements apply to this policy only if stated in the policy schedule

(9) Deep Fat Frying Equipment Condition

It is a condition precedent to the liability of the **company** under this **policy** in respect of any deep fat frying range or commercial deep fat frying equipment, (other than counter top fryers and woks) used at the **premises**, that:-

- a) the equipment, including any associated flue pipe and extraction ducting, must be installed and securely fixed in position, and free from contact with combustible materials or combustible construction elements of the **buildings**, and operated in accordance with the manufacturer's instructions;
- b) the frying equipment is fitted with:-
 - i. a fully functioning thermostat to prevent the temperature of the cooking fat or oil in any of the pans rising above 205 degrees centigrade (401 degrees Fahrenheit),
 - ii. a separate high temperature limit thermostat without automatic resetting to shut off the heat source if the temperature of the fat or oil in any of the pans exceeds 225 degrees centigrade (440 degree Fahrenheit),
 - iii. a flame failure cut-off device for gas heated equipment;
- c) such equipment is fitted with lids or shutters capable of immediate closure in the event of fire, and not left unattended whilst the heat source is operating;

- d) all extraction hoods, canopies grease traps, filters, sumps and other grease removal devices are cleaned at least once every week; no flammable solvents or cleaning aids to be used
- e) when in use, the oil or fat in each frying pan must be maintained between the minimum and maximum levels recommended by the manufacturers, and at a sufficient level to ensure that both the thermostat and high temperature limit thermostat are both immersed in the cooking medium;
- f) at least once per annum:-
 - i. all extraction ducting integral to a deep fat frying range through to the sump/drip tray, the extractor motor, and extractor motor impeller and housing must be cleaned by a specialist contractor. For the avoidance of doubt, this is in addition to the cleaning requirement for the Kitchen Extraction Ducting in Endorsements to this **policy** (11) but can be undertaken at the same time.
 - ii. all deep fat frying equipment must be serviced in accordance with the manufacturers guidelines
 - iii. a full record of both the cleaning and servicing of the equipment must be retained by **you** and available for inspection by the **company** if required.
- g) metal receptacles, with metal lids be used to store waste and batter scraps before disposal and that such receptacles are removed from the **buildings** at the end of each working day.
- h) an emergency shutdown of the fuel supply and the extraction system must be provided. The emergency shutdown switch must be located in an easily accessible and safe position;
- i) the connection of all such equipment to the power or gas supply must be carried out either by the manufacturers, the supplier or by a Gas Safe registered contractor for gas fired equipment or a NICEIC, ECA, NAPIT (commercial or industrial) or SELECT registered contractor electrically powered equipment.

(10) Intruder and Fire Alarm Condition

It is a condition precedent to the liability of the **company** for **damage** caused by, arising from or contributed to by fire, explosion, malicious persons and theft that in relation to any intruder and of fire alarm that is installed at the **premises you** will:

- a) ensure the alarm system is installed in accordance with the manufacturer's specification and any other specifications of **ours** and no alteration or variation of the system or any structural alteration to the **premises** which would affect the system will be made without **our** prior written consent;
- b) ensure that the intruder and or fire alarm is in full and efficient working order at all times and regularly serviced under the manufacturer's maintenance contract and any other maintenance requirements of **ours**;
- c) notify **us** forthwith of any defects that arise in such alarm systems, procure that such defects are remedied as soon as is practicable and notify **us** forthwith once such defects are remedied;
- d) ensure that the intruder alarm is tested and fully set whenever the alarmed portion of the **premises** is closed for **business** or not attended by **you** or any competent adult authorised by **you** to be responsible for the security of the **premises**;
- e) ensure that the fire alarm is tested at least monthly and continually set in active mode;
- f) notify **us** immediately of any disconnection or failure of, or downgrading of police or fire brigade response to the system likely to leave any area unprotected;
- g) ensure that there are available keyholders notified to all appropriate services.

We will not be liable for **damage** caused by fire, explosion, malicious persons and theft subsequent to **you** receiving a written notification from an intruder and/or fire alarm company that the maintenance is suspended or from the relevant police authority or fire brigade that alarm signals from the **premises** will no longer be answered.

Cover provided by this **policy** will not be invalidated by any defect in the said systems due to circumstances beyond **your** control arising after the systems has been properly set.

(11) Kitchen Extraction Ducting Condition

It is a condition precedent to the liability of the **company** under this **policy** in respect of any extraction ducting used in conjunction with kitchen cooking equipment at the **premises**, that

- a) the extraction ducting must be constructed of an appropriate metal material, securely fixed in position, and free from contact with combustible materials or combustible construction elements of the **buildings**.
- b) there are access points to facilitate thorough cleaning of all internal surfaces and parts of the extraction ducting, throughout its entire length. Where access points do not currently exist to sufficiently allow this, then they must be installed.
- c) all internal surfaces of the extraction ducting and the extraction motors must be thoroughly cleaned and maintained at least once every 12 months by a suitably qualified contractor. The service record must be retained by **you** and available for inspection by the **company** if required.
- d) all extraction hoods, canopies, filters, grease traps and sumps are cleaned at least once every week; no flammable solvents or cleaning aids to be used

(12) No Smoking Condition

It is a condition precedent to liability for **damage** by fire or explosion that **you** will:-

- a) communicate to employees and visitors and rigorously enforce a no smoking policy at the **premises**
- b) prominently display "No Smoking" signs throughout the **premises**
- c) only allow smoking in clearly marked, specifically designated smoking areas, which comply with current legislation
- d) in all designated smoking areas, provide metal receptacles with metal lids, for the safe disposal of waste smoking materials
- e) ensure that waste smoking materials, when being removed from the designated smoking areas, are kept separate from other combustible waste material and are stored in metal receptacles with metal lids whilst awaiting final removal from the **premises**.

(13) Unattended Machinery Processes

It is a condition precedent to the liability of the **company** for **injury** or **damage** that there shall be no machinery processes of manufacturing or packing left running or operating whilst the **premises** are unattended or otherwise closed for **business**.

(14) Long term undertaking

In consideration of a discount off the net premium being allowed until the date stated in the **schedule**, **you** undertake to offer annually for 3 years the insurance under this **policy** on the terms and conditions in force at the expiry of each **period of insurance** and to pay the premiums annually in advance it being understood that

- a) **we** shall be under no obligation to accept an offer made in accordance with this undertaking; and
- b) the **sum insured** may be proportionately reduced at any time to correspond with any reduction in value of the **business**.

This undertaking applies to any **policy** which may be issued by us in substitution of this **policy** and the same discount shall be allowed off the net premium on any substituted **policy** issued by us.

Payment of the first or renewal premium due at the effective date shall be deemed acceptance by **you** of this clause.

Nothing in this undertaking shall prejudice **our** right to cancel this **policy** or any of its Sections in accordance with the conditions.

SECTION 1 – MATERIAL DAMAGE

This Section applies if listed as 'Insured' under the Schedule

INSURING CLAUSE

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

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

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

DEFINITIONS TO THE CONTENTS SECTION

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

PROPERTY DEFINITIONS

Buildings

means buildings which **you** use for **your business** at the **premises** stated in the **schedule** applicable to this Section, substantially constructed of brick, stone, concrete or other non-combustible materials and roofed with slates, tile or other non-combustible materials, and including at the same address:-

- (1) landlords' fixtures and fittings
- (2) all foundations or footings unless otherwise excluded
- (3) outbuildings extensions annexes and gangways that are constructed of similar materials to the main building, unless otherwise noted and agreed by **us**
- (4) walls, gates, fences and guttering
- (5) yards, car parks, driveways, service areas, roads and pavements,
- (6) telephone gas water and electric installations piping ducting cables wires and associated control gear and accessories, drains and sewers extending to the public mains which **you** are responsible to repair or reinstate
- (7) fixed fuel oil tanks, fixed diesel fuel tanks and fixed liquefied petroleum tanks
- (8) security lighting, security cameras and other security devices, signs, communication aerials and similar devices and solar panels.

Contents

means machinery plant fixtures fittings utensils and all other contents relating to **your business** at the **premises** stated in the **schedule** applicable to this Section whether belonging to **you** or held in **your** care and for which **you** are responsible and includes at the same address

- (1) tenants' improvements alterations and decorations
- (2) contents in outbuildings extensions annexes and gangways
- (3) contents in open yards to the extent that cover by this Section provides
- (4) **money** for an amount not exceeding 5% of the **sum insured** for **contents** stated in the **schedule** applicable to this Section or £500 whichever is the lesser

- (5) documents manuscripts and business books but only for the value of the materials as stationery and the cost of clerical labour expended in writing up
excluding
 - a) any expense in connection with producing information to be recorded in them
 - b) the value to **you** of the information contained in them
 - c) **data** only for the value of the materials and the cost of clerical labour and computer time expended in reproducing such records
 - d) limited to £5,000 during any one **period of insurance**, excluding
 - i. any expense in connection with producing information to be recorded in them
 - ii. the value to **you** of the information contained in them
- (6) patterns models moulds plans and designs for an amount not exceeding the cost of the labour materials expended in reinstatement.
- (7) in so far as they are not insured elsewhere **your employees'** directors' visitors' and guests' pedal cycles and personal effects (except motor vehicles) for an amount not exceeding £250 for any one pedal cycle and £1,000 for all other personal effects of any one **employee** director visitor or guest.
- (8) wines and spirits but not exceeding £2,500 unless specifically agreed otherwise.

Contents excludes

- (1) landlords' fixtures and fittings
- (2) **stock**
- (3) any property excluded by Exclusion 14 – Excluded Property

Declared Value

means **your** assessment of the cost of rebuilding, replacement, repair or restoration of the **property**, to a condition equal to but not better or more extensive than new, applying at the inception of the **period of insurance**, ignoring inflationary factors which may operate subsequently, but including an allowance for additional costs to comply with any public authority requirements, professional fees and debris removal costs

Rent

means rent, rates and service charges levied for the maintenance, repair and services provided by the landlord in respect of the **buildings** but excluding any element of charge for utilities

Stock

means stock and materials in trade whether belonging to you or held in your care and for which you are responsible in connection with **your business** at the **premises** excluding **property** otherwise insured by this Section

EXCLUSIONS TO THE MATERIAL DAMAGE SECTION

This Section does not cover

(1) Excess

unless otherwise stated in the **schedule**

- a) the first £1,000 of each and every claim in respect of **damage** caused by subsidence, ground heave or landslip;
- b) the first £100 of each and every claim for personal effects;
- c) the first £250 of all other claims

(2) Inbuilt defect wear tear and defective workmanship

damage to property caused by or consisting of

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

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

(3) Frost and weight of snow

damage caused by or consisting of:-

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

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

(4) Corrosion or change in temperature

damage caused by or consisting of

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

(5) Joint leakage or breakdown

damage consisting of

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

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

damage caused by or consisting of:-

- a) normal settlement or bedding down of new structures
- b) subsidence ground heave or landslip which commenced prior to the inception of this cover
- c) the settlement or movement of made up ground or **damage** caused by coastal or river erosion
- d) movement or settlement of yards, car parks, roads, pavements, walls, gates or fences
unless **buildings** insured by this Section are affected at the same time and by the same cause
- e) **damage** caused by or arising from construction, demolition or re-development works taking place at premises immediately adjacent to **your premises** unless details of such works have been notified to **us**.

We reserve the right to apply amend the terms of cover applicable in the event of any increase in risk of **damage to property**.

(7) Water damage

- a) **damage** by water to **stock** kept at or below ground floor level or whilst kept in any outbuilding unless stored on racks, shelves and/or stillages at least 10 centimetres above floor level;
- b) **damage** attributable to change in the water table level
- c) **damage** attributable to discharged or leaking from any automatic sprinkler installation

(8) Theft Fraud or dishonesty

damage caused by theft or attempt thereat:-

- a) unless involving entry to or exit from the building at the premises by forcible and violent means or by violence or threat of violence to **you** or any of **your employees**
- b) where any **employee** is involved either as principal or accessory, but this shall not exclude **damage** involving forcible and violent entry to exit from the building at the premises unless Policy Endorsement 1 – Minimum Security Condition is complied with.
- c) from any outbuilding, lean-to or external storage unit, unless the security provided to this area is in accordance with Policy Endorsement 1 – Minimum Security Condition of this **policy**
- d) from yards and or in the open at the **premises** unless otherwise stated in the **schedule** or in an **endorsement**
- e) **damage** caused to any till or cash register by thieves, outside of **business hours** unless the cash drawer has been left in the open position and all **money** removed therefrom

(9) Collapse of buildings

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

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

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

(11)Processing

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

(12)Unoccupied buildings

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

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

(13)Property in course of construction

damage to property or structures in course or construction, erection or demolition and materials, equipment or supplies in connection therewith unless specifically noted as **property** in the **schedule**

(14) Excluded Property

- a) **damage to property:-**
 - i. whilst in transit
 - ii. comprising glass china earthenware marble or other fragile or brittle objects unless caused by a **specified peril**
 - iii. comprising bullion, financial bonds and securities, share deeds, contraband, explosives, weapons or ammunition
- b) unless specifically stated as insured in the **schedule** applicable to this Section
 - i. vehicles licensed for road use (and accessories on them) caravans, trailers railway stock watercraft or aircraft
 - ii. land, roads, pavements, piers jetties bridges culverts or excavations
 - iii. livestock growing crops or trees
 - iv. **valuables** precious stones precious metals bullion curiosities, objet d'art, works-of-art, statuary or rare books

(15) Machinery requiring statutory inspection

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

(16) Steam pressure apparatus

damage caused by or consisting of the bursting of a boiler (not being a boiler used for domestic purposes only) economiser or other vessel machine or apparatus in which internal pressure is due to steam only and belonging to **you** or under **your** control but subsequent **damage** which itself results from a cause not excluded elsewhere in this Section or **policy** is covered under this Section

(17) Self-ignition of electrical apparatus

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

(18) Property insured by any other insurance

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

(19) Shortage, disappearance or deception

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

BASIS OF SETTLEMENT CONDITIONS

(1) Day One Value Basis

This Condition applies to those items in the schedule where a **declared value** or “DV” is also shown in respect of such **property**;

Subject to the following “special conditions”, the amount payable will be calculated as reinstatement of the **damage** to such **property**. For this purpose, reinstatement shall mean: -

- a) the rebuilding or replacement of damaged **property**, which provided that the **company’s** liability is not increased may be carried out
 - i. in any manner suitable to **your** requirements
 - ii. upon another site
- b) the repair or restoration of damaged **property** to a condition equivalent to, or the same as, but not better or more extensive than when new.

You having stated in writing the **declared value** incorporated in each Item to which this Basis of settlement applies, the premium has been calculated accordingly.

Special Conditions applicable to Day One Value Basis

- (1) at the inception of each **period of insurance** **you** shall notify the **company** of the **declared value** of the **property** insured by each of the said item(s). In the absence of such declaration, the current **declared value** shall be taken as the **declared value** and adjusted for inflation for the ensuing **period of insurance**;
- (2) If at the time of **damage**, the **declared value** of the **property** insured by such item is less than the cost of reinstatement at the start of the **period of insurance**, then the **company’s** liability for any **damage** shall not exceed the proportion that the **declared value** bears to the cost of reinstatement
- (3) the liability of the **company** for the repair or restoration of **property** that is partially damaged only, will not exceed the amount that would have been paid if the **property** had been completely destroyed;
- (4) no payment will be made beyond the amount that would have been payable in the absence of this Day One Value Basis Value clause: -
 - a) unless reinstatement commences and proceeds without unreasonable delay;
 - b) until the cost of reinstatement has actually been incurred
 - c) if the **property** covered by this Section at the time of the **damage** is insured by any other insurance which is not upon the same basis of reinstatement

If **you** do not comply with Special Condition (4) above, or decide not to reinstate the **property** insured in a condition equal to but not better or more extensive than its condition when new, then the cover by this basis of settlement shall not apply, and the insurance in respect of such items will be subject to the following Condition of Average: -

Condition of Average

The cover for each Item is deemed to be subject to average, so that if at the time of **damage**, the reinstatement costs of the **property**, including due allowance for public authority requirements, professional fees and debris removal costs, is more than 115% of the **declared value** stated in the **schedule** then the amount payable will be reduced in proportion to the amount that the **declared value** represents of the reinstatement cost

(2) European Union and Public Authorities

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

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

Provided that

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

(3) Index Linking

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

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

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

(4) Reinstatement Basis of Payment

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

For this purpose, reinstatement means

- a) the rebuilding or replacement of **property** lost or destroyed which provided the liability of the **company** is not increased may be carried out
 - i. in any manner suitable to **your** requirements
 - ii. upon another site

- b) the repair or restoration of **property** damaged in either case to a condition equivalent to or substantially the same as but not better or more extensive than its condition when new

Provided that

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

SPECIAL CONDITIONS TO THE MATERIAL DAMAGE SECTION

(1) Automatic Reinstatement of Sum Insured

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

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

(2) Forklift truck condition

It is a condition precedent to liability that no overnight charging of forklift trucks is undertaken at the **premises**.

(3) Non-Invalidation

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

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

(4) Rent

Any insurance of **rent** applies only if the **buildings** or any part thereof is unfit for occupation in consequence of its **damage** and then the amount payable shall not exceed such proportion of the **sum insured** on **rent** as the period necessary for reinstatement bears to the term of **rent** insured

(5) Stock Declaration

This Condition applies only when Stock Declaration Condition (SDC) is stated against any Item in the **schedule** applicable to this Section

The insurance on **stock** is subject to the following

- a) the premium is provisional being 75% of the estimated premium and shall on the expiry of each **period of insurance** be adjusted as hereinafter provided

- b) the value of the **stock** on the last day of each calendar month shall be declared by **you** within 30 days thereafter and if a declaration be not so given **you** shall be deemed to have declared the **sum insured** as the value
- c) on the expiry of each **period of insurance** the actual premium shall be calculated at the rate applicable on the total of the amounts declared divided by the number of declarations. If the actual premium be greater than the provisional premium **you** shall pay the difference; If it be less the difference shall be paid to **you** but such payment shall not exceed 1/3rd of the first or annual premiums respectively;
- d) In consideration of the **sum insured** not being reduced by the amount of any loss **you** shall pay the appropriate additional premium on the amount of the loss from the date thereof to the expiry of the **period of insurance**

(6) Subrogation Waiver

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

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

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

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

Capital Additions

The cover under this Section includes

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

Provided that

- (1) at any one location, the amount does not exceed 10% of the total of the **sums insured** on such **property** shown in the **schedule** applicable to this Section or £1,000,000 whichever is less;
- (2) **you** undertake to give particulars when this cover is required as soon as practicable and in any event at intervals of not more than 6 months and undertake to pay such additional premium as the **company** will require for insurance dating back to the date when the **company's** liability began

Contracting Purchasers

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

Contract Price

If following **damage to stock** which is

- (1) sold but not delivered and
- (2) subject to a sale contract

and **your** sale is cancelled

- (1) entirely, or
- (2) only to the extent of the **damage**

due to the sale contract conditions being applied, the **company's** liability will be based on the contract price. For the purpose of this cover the value of all **stock** to which this cover applies in the event of damage will also be calculated on this basis.

Cost of Metered Utilities

The cost or value of metered water, gas, electricity or domestic heating oil lost following accidental **damage** to fixed water or heating installations in the **premises** subject to a limit of £25,000 in any one **period of insurance**.

Provided that the **company** shall not be liable for any claim in respect of any **building** which is empty or not in use.

Damage to Landscaped Gardens

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

Debris Removal Costs

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

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

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

We will not indemnify **you** in respect of such **costs and expenses**

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

The maximum **we** will pay for **costs and expenses** in respect of **stock** is £25,000.

Exhibitions

The insurance on general contents and **stock** applies also at any exhibition premises for a period not exceeding 14 days and while in transit to and from in Great Britain, Northern Ireland, subject to a maximum liability of £20,000 in any one **period of insurance**. **We** shall not be liable for the first £250 of each and every loss.

Fire extinguishing expenses

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

- (1) refilling fire extinguishing appliances and replacing used sprinkler heads solely in consequence of insured

damage.

- (2) extinguishing operations in order to minimise loss.
- (3) **damage** to lawns, trees, shrubs and gardens caused by extinguishing operations.

Fire extinguishing appliances

If **you** provide fire extinguishing appliances at the **premises**, **you** must ensure all appliances are maintained in efficient working order and promptly remedy any defects discovered.

Providing **you** do this, the **company** agrees not to invalidate this **policy** because of any defect in any of the appliances due to circumstances unknown to or beyond **your** control.

Glass Breakage and Breakage of sanitaryware

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

provided that the maximum liability of the company in respect of any claim shall or in any one **period of insurance** shall not exceed :-

- (1) £10,000 or the costs of reinstatement in respect of **damage** to **glass** and **sanitaryware** whichever is the lower
- (2) £1,500 in respect of **damage** to external signs, blinds, awnings or canopies;
- (3) £1,000 in respect of lettering, artwork or other ornamental work on the **glass**;
- (4) £1,000 in respect of **damage** to window frames and the contents of shopfront displays

Ground Rent

reimbursement of up to 2 years ground rent if the **premises** are rendered temporarily uninhabitable and caused by **damage** not otherwise excluded by this **policy** but only during the period necessary for reinstatement of the **buildings** and up to a maximum of 10% of the **buildings sum insured**

Interested Parties

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

Loss Avoidance Measures

The **company** will indemnify **you** for reasonable costs necessarily incurred to take exceptional measures to prevent or mitigate impending **damage** to **property** provided that:-

- (1) **damage** would reasonably be expected if such measurements were not implemented
- (2) the **company** are satisfied that **damage** has been avoided or mitigated by means of the exceptional measures
- (3) the amount payable shall be limited to the cost of **damage** which would have otherwise occurred
- (4) if **damage** had occurred it would have resulted in a claim that would have been accepted by the **company** under this Section of the **policy**

This Extension is provided subject to an aggregate maximum of £25,000 in any one **period of insurance**

Professional Fees

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

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

Replacement of Locks

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

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

Provided that the **company's** liability for this cover will not exceed £25,000 in any one **period of insurance**.

Seasonal Increase

The **sums insured** on all items of **stock** are automatically increased by 25% during the months of November and December and the 30 days preceding Easter Sunday unless the percentage or months applicable are shown more specifically on the **schedule**.

Provided that the **company's** liability for this cover will not exceed £250,000 in any one **period of insurance**.

Sustainability

The insurance provided by this **policy** extends (in so far as it is not covered elsewhere herein) to include such reasonable additional costs of reinstatement as may be incurred solely by reason of the election by **you** to rebuild replace repair or restore **damaged property** in a manner that aims to minimise potential harm to the environment utilising the latest available technology known as "**sustainability**" and this will not be considered betterment

Where the cost of rebuilding replacing repairing or restoring is increased as a result of **sustainability** we will pay such additional costs provided that:-

- (1) **sustainability** shall apply to the reinstatement of **buildings** and **contents** only;
- (2) **sustainability** shall include but not be limited to the upgrading of taps showers urinal toilets grey water and rainwater systems air conditioning and building cooling systems ventilation systems provision of hot water and heating systems lighting and the provision of green roofs;
- (3) **you** shall endeavour to work to a **sustainability** standard (where applicable) being the Building Research Establishments Environmental Assessment Methodology (BREEAM)
- (4) where the cost of reinstatement is increased as a result of **sustainability** and **you** have not made allowance for **sustainability** in the **declared values**, **our** liability shall not exceed £100,000 unless otherwise stated in the **schedule**

Temporary Removal

Property whilst temporarily removed for cleaning renovation repair or similar purposes to **premises you** do not occupy and whilst in transit to and from such **premises**; excluding

- (1) **property** lost destroyed or damaged by theft whilst in transit
- (2) losses occurring outside the **geographical limits**
- (3) motor vehicles licensed for road use and not at the **premises**
- (4) any **property** comprising **stock**

The amount payable for **property** will not exceed the lesser of

- (1) the amount which would have been payable had the loss occurred in that part of the **premises** from which the **property** is temporarily removed or
- (2) 10% of the **sum insured** for the relevant **property**

Temporary Removal of Documents

The cover under this Section for **contents** extends to include deeds and other documents (and stamps affixed to them) manuscripts plans designs and business books (written and printed) for an amount not exceeding 10% of the **sum insured** for **contents** stated in the **schedule** applicable to this Section whilst temporarily removed to any **premises you** do not occupy and whilst in transit to and from such premises; excluding

- (1) **data**
- (2) property lost destroyed or damaged by theft whilst in transit
- (3) losses occurring outside the **geographical limits**

Temporary Removal of Computer Systems

The cover under this Section for **contents** extends to include **computer systems** whilst temporarily removed to any premises **you** do not occupy and whilst in transit to and from such premises for an amount not exceeding £500 for any one claim; excluding

- (1) **property** lost destroyed or damaged by theft whilst in transit
- (2) losses occurring outside the **geographical limits**

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

Theft Damage to Buildings

Cover includes **damage** of or to the **buildings** or parts of the **buildings** covered by this Section (or of or to **buildings** or parts of **buildings** not covered by the Section but for which **you** are responsible), including the cost

of any temporary boarding-up and making good necessary to keep the **premises** secure, caused by theft or attempted theft but excluding

- (1) **damage** of or to any **unoccupied building** unless agreed otherwise by the **company** in writing
- (2) **damage** expedited or in any way brought about by **you** or any partner director or **employee** of **yours**, or any other person who has a legal right to be on the **premises** (unless by theft or attempted theft involving entry to or exit from the **premises** by forcible or violent means or following threat of or assault or violence to **you** or any partner director or **employee** of **yours** or any other person who has a legal right to be on the **premises**)
- (3) **damage** to property for which you are not legally liable for repairing such **damage**, or which **you** are able to recover from another source or which is more specifically or otherwise insured
- (4) **damage** caused by or consisting of disappearance or unexplained shortage
- (5) the amount of the **excess** shown in the **schedule** or £500 whichever is the greater

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

Trace and Access

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

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

Provided that the **company** shall not pay more than £25,000 in any one **period of insurance**

Unauthorised Use of Utility Supplies

The insurance by this Section is extended to include the cost of metered electricity, gas or water for which **you** are legally responsible arising from its unauthorised use by persons taking possession of or occupying the **premises** without **your** authority.

Provided that:-

- (1) the **company's** maximum liability under this Extension shall not exceed £10,000
- (2) **you** shall take all practical steps to terminate such unauthorised use as soon as it is discovered

Underground Services

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

The following Endorsements only apply to this Section if stated in the policy schedule

Sprinkler Leakage Extension

Section 1 – Material Damage Exclusion (7) c) is deleted.

It is conditions precedent to our liability under this Section that in respect **damage** caused by sprinkler leakage, the following conditions shall apply:

- (1) **you** will at all times take reasonable steps to prevent frost and other **damage** to the automatic sprinkler installation in so far as **your** responsibility extends to maintain the installation and will maintain the automatic external alarm signal in efficient working order;
- (2) in the event of any discharge or leakage **you** will do and permit to be done all things practicable whether by removal or otherwise to save and protect **your property**;
- (3) whenever it is the intention to make any changes, repairs or alterations to the installation **you** will give written notice to **us** and obtain **our** permission in writing;
- (4) **you** will procure that **we** have access to the **premises** at all reasonable times for the purposes of inspection and if **we** notify **you** of any defects in the condition of the installation **we** may at **our** option suspend sprinkler leakage cover until the defects have been remedied and approved by **us**.

SECTION 2 – BUSINESS INTERRUPTION

This Section applies if listed as 'Insured' under the Schedule

INSURING CLAUSE

If any **property** belonging to **you**, or for which **you** are legally responsible at the **premises** for the purpose of the **business**

- (1) suffers **damage** as a result of an **incident** during the **period of insurance** and
- (2) in consequence **your business** as carried on by **you** at the **premises** suffers **business interruption**

as defined below:-

the **company** will indemnify **you** for

- (1) loss resulting in **business interruption**
 - (2) reasonable charges payable by **you** to **your** professional accountants for producing any particulars or details or any other proof information or evidence that may be required by the **company** under the terms of Claims General Condition (1) of this **policy** but not for preparing any claim
- Provided that at the time of **damage** giving rise to **business interruption** **your** interest in the **property** at the **premises** is insured against such **incident** and
- a) payment has been made or liability admitted for it by the **company**; or
 - b) payment would have been made or liability admitted but for the operation of a deductible or other proviso excluding liability for losses below a specified amount.

DEFINITIONS TO THE BUSINESS INTERRUPTION SECTION

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

Business Interruption

means interruption of or interference with **your business** as carried on by **you** at the **premises** in consequence of an **incident**

Customers' Accounts

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

Estimated Gross Profit

means amount declared by **you** to the **company** as representing not less than the **gross profit** which it is anticipated will be earned by **your business** during the financial year most nearly concurrent with the **period of insurance** (or a proportionately increased multiple thereof where the **maximum indemnity period** exceeds 12 months)

Estimated Gross Rentals

means amount declared by **you** to the **company** as representing not less than the **gross rentals** which it is anticipated will be earned by **your business** during the financial year most nearly concurrent with the **period of insurance** (or a proportionately increased multiple thereof where the **maximum indemnity period** exceeds 12 months)

Estimated Gross Revenue

means amount declared by **you** to the **company** representing not less than the **gross revenue** which it is anticipated will be earned by **your business** during the financial year most nearly concurrent with the **period of insurance** (or a proportionately increased multiple thereof where the **maximum indemnity period** exceeds 12 months)

Gross Profit

means amount by which

- (1) the sum of the amount of the **turnover** and the amounts of the closing stock and work in progress shall exceed
- (2) the sum of the amounts of the opening stock and work in progress and the amount of the **uninsured working expenses**

NB the amounts of the opening and closing stock and work in progress shall be arrived at in accordance with **your** normal accountancy methods due provision being made for depreciation

Gross Rentals

means money paid or payable to **you** for tenancies and other charges and for services rendered in the provision of such accommodation in the course of **your business** at the **premises**

Gross Revenue

means money paid or payable to **you** for work done and services rendered in the course of **your business** at the **premises**

Incident

means **damage** to **property** at the **premises** owned by **you**, or for which **you** are legally responsible and used for the purpose of the **business** and which is insured by Section 1 – Material Damage or Section 3 – All Risks on Specified Items of this **policy**

Increased Costs of Working

means additional expenditure, other than **uninsured working expenses**, necessarily and reasonably incurred following an **incident** for the sole purpose of avoiding or diminishing the reduction in **turnover** which but for that expenditure would have taken place during the **indemnity period**

Indemnity Period

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

Outstanding Debit Balances

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

- (1) bad debts
- (2) amounts
 - a) debited (or invoiced but not debited)
 - b) credited (including credit notes and cash not passed through **your** books at the time of **damage**) to **customers' accounts** in the period between the date to which the last record (kept by **you** in accordance with Special Condition (b) of the Extension for **outstanding debit balance** provided by this Section) relates and the date of **damage**

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

Turnover

means money paid or payable to **you** for goods sold and delivered and for work done and services rendered in the course of **your business** at the **premises**

Uninsured Working Expenses

means:-

- (1) purchases less discounts received
- (2) bad debts
- (3) carriage packing and freight
- (4) any other expense detailed in the **schedule**

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

Annual Gross Profit

means **gross profit** during the 12 months immediately before the date of the **incident**

Annual Gross Rentals

means **gross rentals** during the 12 months immediately before the date of the **incident**

Annual Gross Revenue

means **gross revenue** during the 12 months immediately before the date of the **incident**

Annual Turnover

means **turnover** during the 12 months immediately before the date of the **incident**

Rate of Gross Profit

means rate of **gross profit** earned on **your turnover** during the financial year immediately before the date of the **incident**

Standard Gross Profit

means **gross profit** during that period in the 12 months immediately before the date the **incident** which corresponds with the **indemnity period**

Standard Gross Rentals

means **gross rentals** during that period in the 12 months immediately before the date of the **incident** which corresponds with the **indemnity period**

Standard Gross Revenue

means **gross revenue** during that period in the 12 months immediately before the date of the **incident** which corresponds with the **indemnity period**

Standard Turnover

means **turnover** during that period in the 12 months immediately before the date of the **incident** which corresponds with the **indemnity period**

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

BASIS OF PAYMENT

(1) Applicable to each item on Gross Profit stated in the Schedule

The insurance under each item on **gross profit** is limited to loss of gross profit due to

- a) reduction in **turnover** and
- b) **increased costs of working**

and the amount payable as indemnity thereunder shall be

- i. in respect of reduction in **turnover** the sum produced by applying the **rate of gross profit** to the amount by which the **turnover** during the **indemnity period** shall fall short of the standard **turnover** in consequence of the **damage**
- ii. in respect of **increase in cost of working** the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in **turnover** which but for that expenditure would have taken place during the **indemnity period** in consequence of the **damage** but not exceeding the sum produced by applying the rate of **gross profit** to the amount of the reduction thereby avoided

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

(2) Applicable to each Item on Gross Rentals stated in the schedule

The insurance under each Item on gross rentals is limited to

- a) loss of **gross rentals** and
- b) **increased costs of working**

and the amount payable as indemnity thereunder shall be

- i. in respect of loss of **gross rentals** the amount by which the **gross rentals** during the **indemnity period** shall fall short of the standard **gross rentals** in consequence of the **damage**
- ii. in respect of **increased costs of working** the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in **gross rentals** which but for that expenditure would have taken place during the **indemnity period** in consequence of the **damage** but not exceeding the amount of reduction in **gross rentals** thereby avoided

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

(3) Applicable to each Item on Gross Revenue stated in the schedule

The insurance under each Item on **gross revenue** is limited to

- a) loss of **gross revenue** and
- b) **increased costs of working**

and the amount payable as indemnity thereunder shall be

- i. in respect of loss of **gross revenue** the amount by which the **gross revenue** during the **indemnity period** shall fall short of the standard **gross revenue** in consequence of the **damage**
- ii. in respect of **increased costs of working** the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in **gross revenue** which but for that expenditure would have taken place during the **indemnity period** in consequence of the **damage** but not exceeding the amount of reduction in **gross revenue** thereby avoided

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

(4) Applicable to each Item on Increased Costs of Working stated in the schedule

The insurance by this Item is limited to the additional expenditure necessarily and reasonably incurred by the **insured**, including the cost of obtaining temporary premises and expenses incidental to the occupation thereof, additional employment costs and other abnormal expenditure, and agreed with the **company**, in consequence of the **incident** during the **indemnity period** in order to continue the **business**

(5) Applicable to each Item on Additional Increased Costs of Working stated in the schedule

The insurance by this Item is limited to the additional expenditure, beyond that recoverable under any other Item insured by this Section and that includes **increased costs of working**, necessarily and reasonably incurred for the purpose of avoiding or diminishing the reduction in **turnover** which but for that expenditure would have taken place during the **indemnity period** in consequence of the **incident**, or of resuming or maintaining normal operations of the **business**.

The **limit of liability** of the **company** shall not exceed the **sum insured** for the relevant insured Item stated in the **schedule**.

PROVISIONAL PREMIUM BASIS CONDITION

This Condition applies only if "Provisional Premium Basis" (PPB) is stated in each Item for either **gross profit**, **gross revenue** or **gross rentals**

- (1) The premium for this Item is provisional being 75% of the premium calculated for this Item at the commencement of the **period of insurance**
- (2) The balance of 25% of the premium calculated for this Item is payable within 6 months of the expiry of each **period of insurance** unless a declaration is received by the **company** in accordance with (3) below
- (3) The premium will be adjusted on receipt by the **company** of a declaration confirmed by **your** professional accountants of **gross profit gross revenue** or **gross rentals** earned during the financial year most nearly concurrent with the expired **period of insurance**
- (4) If any **damage** has occurred giving rise to a claim under this Section for loss of **gross profit gross revenue** or **gross rentals** the declaration referred to in (3) above will be increased by the company for the purpose of premium adjustment by the amount by which the **gross Profit gross revenue** and **gross rentals** was reduced during the financial year solely in consequence of the **damage**
- (5) If the declaration (adjusted as provided for in (3) above and proportionately increased where the **indemnity period** exceeds 12 months) is
 - a) less than 75% of the **sum insured** stated for **gross profit, gross revenue** or **gross rentals** in the **schedule** applicable to this Section for the relative **period of insurance** the **company** will allow a pro rata return of premium not exceeding 33.3% of the provisional premium
 - b) more than 75% of the **sum insured** stated for **gross profit, gross revenue** or **gross rentals** in the **schedule** applicable to this Section for the relative **period of insurance** you will pay a pro-rata additional premium not exceeding 33.3% of the provisional premium
- (6) The Declaration Linked Basis Condition under this Section will not apply where the Provisional Premium Basis Condition applies

DECLARATION LINKED BASIS CONDITION

This Condition applies only if **estimated gross profit, estimated gross revenue** or **estimated gross rentals** is stated in each Item for either **gross profit, gross revenue** or **gross rentals**

- (1) The Basis of Payment will be as for **gross profit, gross revenue** or **gross rentals** but the liability of the **company** will in no case exceed 133.33% of the amount stated for **estimated gross profit, estimated gross**

revenue or estimated gross rentals in the **schedule** applicable to this Section.

- (2) In the absence of written notice from the **company** to the contrary the **company's** liability under this Section will not be reduced by the amount of any loss and **you** will undertake to pay the appropriate additional premium for such automatic reinstatement of cover
- (3) The premium is provisional and is based on an **estimated gross profit, estimated gross revenue or estimated gross rentals** figure for the financial year most nearly concurrent with the **period of insurance** stated in this **policy**. **You** must send to the **company** not later than six months after the expiry of each **period of insurance** a declaration confirmed by your professional accountants of the **gross profit, gross revenue or gross rentals** earned during the financial year most nearly concurrent with the expired **period of insurance**.
- (4) If any **damage** has occurred giving rise to a claim under this Section for loss of **gross profit gross revenue or gross rentals** the declaration of the **gross profit, gross revenue or gross rentals** earned will be increased by the **company** for the purpose of adjusting the premium by the amount by which the **gross profit, gross revenue or gross rentals** was reduced during the financial year solely due to **damage** giving rise to the claim.
- (5) If the declaration (adjusted as provided above and proportionately increased where the **indemnity period** exceeds 12 months) is:-
 - a) less than the **estimated gross profit, estimated gross revenue or estimated gross rentals** for the related **period of insurance** the **company** will allow a pro rata return of premium calculated under the terms of (3) above but not exceeding 50% of such Premium
 - b) more than the **estimated gross profit, estimated gross revenue or estimated gross rentals** for the **period of insurance** **you** will pay a pro rata addition to the premium calculated under the terms of (3) above
- (6) Before each renewal of this policy you will send to the **company** an **estimated gross profit estimated gross revenue or estimated gross rentals** figure for the financial year most nearly concurrent with the **period of insurance** for which premium is payable on renewal
- (7) The Provisional Premium Basis Condition under this Section will not apply where the Declaration Linked Basis Condition applies

EXCLUSIONS TO THE BUSINESS INTERRUPTION SECTION

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

- (1) arising from deliberate falsification of any records used for **your business**
- (2) due to any **damage** excluded by Exclusions 2 - 19 of the Material Damage Section of this **policy** all of which are incorporated into and must be read as applying to this Section
- (3) due to any cost incurred in the cleaning repair replacement recall or checking of any **property** or in making any refund
- (4) arising directly or indirectly from accidental breakdown of **computer systems**
- (5) caused by or consisting of the bursting of any vessel machine or apparatus (not being a boiler or economiser on the **premises** or a boiler used for domestic purposes only) in which internal pressure is due to steam only and belonging to **you** or under **your** control but this will not exclude subsequent loss which itself results from a cause not excluded elsewhere in this Section or **policy**

SPECIAL CONDITIONS TO THE BUSINESS INTERRUPTION SECTION

- (1) If any standing charges of **your business** are not insured by this Section (having been deducted in arriving at the **gross profit**) then in computing the amount recoverable hereunder as **increase in cost of working** that proportion only of any additional expenditure shall be brought into account which the **gross profit** bears to the sum of the **gross profit** and the **uninsured standing charges**

- (2) If during the **indemnity period** goods shall be sold or services rendered elsewhere than at the **premises** for the benefit of **your business** either by **you** or by others on **your** behalf, the **money** paid or payable in respect of such sales or services shall be brought into account in arriving at the **turnover, gross revenue or gross rentals** during the **indemnity period**
- (3) **You** will be entitled to receive interim payments as agreed between **you** and the **company** in advance of final settlement of any claim agreed under this Section
- (4) If **your business** is conducted in departments and the independent trading results of each can be traced the cover provided by this Section will apply separately to each department of **your business** affected in consequence of an **incident**
- (5) To the extent that **you** are accountable to the tax authorities for Value Added Tax all terms relating to this Section will be exclusive of such tax
- (6) The insurance by this Section shall be avoided if
 - a) the **business** is wound up, carried on by a liquidator or permanently discontinued; or
 - b) **your** interest ceases otherwise than by death at any time after the commencement of this insurance unless the **company** agree it may continue.

EXTENSIONS TO THE BUSINESS INTERRUPTION SECTION

The following Extensions are applicable to this Section

(1) Outstanding Debit Balances

The **company** agrees that if any of **your** books of account or other business books or records at the **premises** be so destroyed or damaged by an **incident** as to render it impossible for **you** to obtain from customers all sums due to them and outstanding at the date of the **incident** then **we** will pay:-

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

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

Special Conditions in respect of Outstanding Debit Balances

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

(2) Contract Sites

Interruption of or interference with **your business** in consequence of **damage** as insured by this Section shall include any site in the United Kingdom which you do not occupy but where **you** are carrying out a contract.

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

(3) Employees' Lottery Win – Additional Expenses

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

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

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

- a) the **employee** or group of **employees** resign within 14 days from the date of the successful lottery win; and
- b) the amount won by any one **employee** is not less than £100,000.

The **company** will not pay under this Extension more than £50,000 in any one **period of insurance**. For the purposes of this Extension only:-

- a) **indemnity period** means the period during which the **business** results are affected due to an **employee** or group of **employees** resigning from their posts within **your business** as a direct consequence of their securing a win in a lottery, starting from the date of their first departure
- b) **indemnity period** means 1 month
- c) Lottery means
 - i. UK National Lottery prize draws including scratchcards
 - ii. UK National Football Pools (Littlewoods and Vernons)
 - iii. Euro Millions lottery
 - iv. Irish National lottery
 - v. UK Premium Bond prize draws

(4) Murder Disease or Public Health Closure

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

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

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

For the purposes of this Extension the following Definitions apply:

Legionellosis

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

Specified Illness

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

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

For the purposes of this Extension the **indemnity period** shall be defined as:

In respect of (c) and (d): the period of time starting from when the **business** is affected and ending no more than 3 months later;

and

In respect of (a) and (b): the period of time starting from the date of the occurrence or discovery and ending no more than 3 months later

(5) Prevention of Access

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

Provided that the **company's** liability shall not exceed £250,000 in respect of any **incident** and in total during any one **period of insurance** unless otherwise stated in the **policy schedule**.

(6) Property Stored

Interruption of or interference with **your business** in consequence of an **incident** as insured by this Section shall include loss resulting from **damage** to **your property** whilst stored at any premises not occupied but used by **you** solely for storage purposes within the **geographical limits**.

Provided that the **company's** liability is limited to £250,000 in respect of any **incident** and in total during any one **period of insurance** unless otherwise stated in the **policy schedule**.

(7) Public Utilities – Utility Providers Premises

Interruption of or interference with **your business** in consequence of **damage** as insured by this Section to property at the land based premises of the following public utilities within the **geographical limits** from which **you** obtain **your** supplies of electricity, gas, water and telecommunications:-

- a) any generating station or sub-station of the public electricity supply undertaking;
- b) any premises of the public gas supply undertaking;
- c) any water works or pumping station of the public water supply undertaking;
- d) any terrestrial telecommunication services to the **premises**

Provided that:-

- a) the **company's** liability shall not exceed £250,000 in respect of any **incident** and in total during any one **period of insurance** unless otherwise stated in the **policy schedule**; and
- b) the **company** shall not be liable for total or partial failure of supply occasioned by strike or lock-out, total or partial withdrawal of labour, or total or partial cessation of work

(8) Temporary Removal

Interruption of or interference with **your business** in consequence of an **incident** as insured by this Section shall include loss resulting from **damage** to **property** of the insured whilst temporarily removed from the **premises** for cleaning, renovation, repair or other similar purposes within the **geographical limits**.

Provided that the **company's** liability is limited to 10% of the **sum insured** or £100,000 whichever is the less unless stated otherwise in the **policy schedule**

(9) Transit

Interruption of or interference with **your business** in consequence of an **incident** as insured by this Section shall include **your property** whilst in transit by road, rail or inland waterway in the **geographical limits**. Provided that the **company's** liability is limited to £50,000 in respect of any **incident** and in total during any one **period of insurance** or unless stated otherwise in the **policy schedule**.

(10) Unspecified Suppliers or Customers

Interruption of or interference with **your business** in consequence of an **incident** as insured by this Section shall include loss resulting from **damage** at the **premises** of any supplier or customer within the **geographical limits**. Provided that the term suppliers or customers means those companies organisations or individuals with whom at the time of the **damage** you had contracts or trading relationships to receive or supply goods or services.

The **company's** liability shall not exceed 10% of the **sum insured** or £100,000 whichever is the less, in respect of any one claim, or in total during any one **period of insurance** unless stated otherwise in the **policy schedule**.

OPTIONAL EXTENSIONS TO THE BUSINESS INTERRUPTION SECTION

The following Extension apply only if so stated in the **policy schedule**.

(11) Loss of Attraction

Interruption of or interference with **your business** in consequence of an **incident** as insured by this Section shall include loss resulting from **damage** to property in the immediate vicinity of the **premises** which causes a loss of custom to the **business** due to a decrease in the number of people visiting the area; provided that: -

- a) **damage** does not include obstructions due to weather conditions or climate changes
- b) the liability of the **company** shall not exceed the amount stated in the **schedule**

(12) Loss of Essential Personnel

Cover under this Section extends to indemnify the **insured** in respect of any additional expenses incurred by them to avoid or minimise an interruption to the **business** as a result of the death or permanent disablement of any of **your** directors, partners or other key personnel from an accident which prevents that person from carrying their usual employment, provided that: -

- a) the maximum liability of the **company** shall not exceed £10,000 any one claim or in total in any one **period of insurance**
- b) the **indemnity period** in respect of this extension shall not exceed 12 months

(13) Public Utilities up to Terminal ends at Insured's Premises

Interruption of or interference with **your business** in consequence of the accidental failure of the supply of electricity, gas, telecommunications or water up to the terminal feed points at the **premises**.

Provided that the **company's** liability under this clause in respect of any one occurrence shall not exceed £100,000 in respect of any one incident and in total during any one **period of insurance** unless otherwise stated in the **policy schedule**.

This Extension does not cover interruption of or interference:

- a) brought about by the deliberate act of any supply authority, by the exercise of any such authority of its power to withhold or restrict supply or by drought; or
- b) occasioned by strike or labour or trade disputes
- c) due to atmospheric or weather conditions, but this shall not exclude failure due to **damage** to

equipment caused by such conditions.

- d) to failure of electricity, gas or water for the first 6 hours of any such interruption or interference for each and every claim
- e) to telecommunications for the first 12 hours of any such interruption or interference for each and every claim

(14)Specified Customers

Interruption of or interference with **your business** in consequence of **damage** as insured by this Section shall include loss resulting from **damage** at customers premises named in the **policy schedule** within the United Kingdom.

The **company's** liability shall not exceed the limit stated in the **policy schedule**

(15)Specified Suppliers

Interruption of or interference with **your business** in consequence of **damage** as insured by this Section shall include loss resulting from **damage** at suppliers premises named in the **policy schedule** within the United Kingdom.

The **company's** liability shall not exceed the limit stated in the **policy schedule**.

SECTION 3 – ALL RISKS ON SPECIFIED ITEMS

This Section applies if listed as 'Insured' under the Schedule

INSURING CLAUSE

If any **specified item** is lost destroyed or **damaged** by any accidental cause not hereinafter excluded

- (1) during the **period of insurance**
- (2) at the **premises** or within the **geographical areas** stated in the **schedule** applicable to this Section the **company** will indemnify **you** for such **damage** by payment reinstatement replacement or repair at **our** option.

DEFINITION TO THE ALL RISKS ON SPECIFIED ITEMS SECTION

Geographical areas

As shown in the **policy** under **geographical areas** definitions.

Specified Item

means the **property** described and for which a **sum insured** is stated in the **schedule** applicable to this Section

LIMIT OF LIABILITY

The **company's** liability under this Section will not exceed

- (1) the **sum insured** for each Item
- (2) in total, the total **sum insured** of all items stated in the **schedule** applicable to this Section

GEOGRAPHICAL AREAS DEFINITIONS

UK: England, Scotland, Northern Ireland, Wales, all offshore islands, (including the Channel Islands), only.

EU: UK (as defined above), Austria, Andorra, Belgium, Denmark, France, Germany, Gibraltar, Liechtenstein, Luxembourg, Monaco, Netherlands, Norway, Portugal, Republic of Ireland, Spain, Sweden, Switzerland only.

WW: Worldwide.

EXCLUSIONS TO THE ALL RISKS ON SPECIFIED ITEMS SECTION

This Section does not cover

- (1) an **excess** of £250 unless otherwise stated in the **schedule** applicable to this Section
- (2) **damage** to
 - a) **valuables** coins manuscripts rare books plans patterns models moulds designs or documents of title
 - b) tobacco goods wines spirits or livestock
 - c) money or securities for **money** gaming machines juke boxes vending or beverage machines
 - d) production machinery requiring statutory inspection
 - e) stock
 - f) mainframe **computer systems**
 - g) **glass**unless described as a **specified item** in the **schedule** applicable to this Section
- (3) **damage** caused by
 - a) mechanical or electrical breakdown or derangement or its own overrunning short circuiting or self-heating
 - b) corrosion rust wet or dry rot shrinkage evaporation contamination loss of weight dampness marring scratching vermin or insects

- c) depreciation
 - d) change in temperature colour flavour texture or finish
 - e) any process of cleaning dyeing repairing restoring alteration or adjusting
 - f) atmospheric or climatic conditions or action of light
 - g) inherent vice latent defect gradual deterioration wear and tear frost its own faulty or defective design workmanship or materials
- (4) any unexplained loss shortage or disappearance
- (5) **damage** resulting from theft or attempted theft contained in any unattended vehicle unless
- a) the item is stored in a locked boot and all vehicle doors, windows and access points are closed and locked and any security devices are set to operate and all keys to the doors and ignition removed to a place of safety
 - b) during the hours of 9.00pm to 6.00am the vehicle is in a securely locked building or guarded security park and all vehicle doors, windows and access points are locked and all keys to the doors and ignition removed to a place of safety
- (6) **property** carried on the outside of the vehicle or in any open sided vehicle by theft, storm or flood
- (7) any property which at the time of **damage** is insured by a more specific insurance
- (8) depreciation, contamination or consequential loss of any description
- (9) financial loss caused by the loss of use or malfunction of the **property**

SPECIAL CONDITIONS TO THE ALL RISKS ON SPECIFIED ITEMS SECTION

(1) Reinstatement Basis of Payment

In the event of **damage** to any **specified item** the basis upon which the amount payable under each of the said Items is to be calculated shall be the reinstatement of the property subject to **damage**

For the purpose of this Section reinstatement shall mean

- a) where the **property** is lost or destroyed its replacement by similar **property** to a condition equivalent to but not better or more extensive than its condition when new
- b) where **property** is damaged the repair of the damage and the restoration of that portion of the **property** to a condition substantially the same as but not better or more extensive than its condition when new

Provided that

- a) when any **property** is **damaged** or destroyed in part only the liability of the **company** shall be limited to the sum representing the cost which the **company** could have been called upon to pay for reinstatement if such **property** had been wholly destroyed
- b) if the cost of reinstating the whole of the **property** covered by an Item to which this Condition applies exceeds its **sum insured** at the commencement of **damage** the amount payable by the **company** will not exceed that proportion of the amount of such **damage** which the said **sum insured** compares to the total cost of reinstating the whole of such **property** at that time

(2) Index Linking

This Condition only applies when Index Linking is stated against any Item in the **schedule** applicable to this Section

The **sum insured** on any **specified item** will be adjusted by the percentage change in an appropriate price index determined by the **company**. No premium will be charged on such adjustments, but the renewal premium for the subsequent **period of insurance** will be calculated on the revised **sums insured** where applicable.

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

SECTION 4 – MONEY AND PERSONAL INJURY

This Section applies if listed as 'Insured' under the Schedule

MONEY INSURING CLAUSE

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

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

DEFINITIONS TO THE MONEY SECTION

Authorised Representative

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

LIMITS OF INDEMNITY

The **company** will indemnify **you** up to an amount stated in the **schedule** any one occurrence in respect of:-

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

EXCLUSIONS TO THE MONEY SECTION

This Section does not cover

- (1) the first £250 of each and every claim

- (2) any loss of **money** due to the fraud or dishonesty of any director, partner or **employee**, unless the loss is discovered within 14 days of the date of its occurrence
- (3) **damage** to
 - a) **money** during transit by post (other than registered post)
 - b) the contents of any machine operated by notes coins or tokens
- (4) any loss or shortage due to error or omission or any depreciation in value
- (5) any loss suffered by **you** as an immediate result of a **business** transaction
- (6) loss of **money** from any unattended vehicle
- (7) loss caused by the use of counterfeit **money**

SPECIAL CONDITIONS TO THE MONEY SECTION

- (1) **Money** in the care of collectors must be delivered to the **premises** or to the bank or post office within 24 hours of receipt
- (2) All keys and/or notes of combination lock codes for safes and strongrooms containing **money** (except those deposited with a bank) must be held in the personal custody of an authorised person and must not be left in the **premises** at any time;
- (3) Any safe used for holding **money** and similarly valuable goods, must be installed and fitted in accordance with the manufacturers guidelines, and all "freestanding" safes must be securely fitted to either the fabric of the **buildings**;
- (4) **You** shall keep a complete record of **money** in transit and on the **premises** and such record shall be kept in a place other than with the **money**
- (5) the cash drawer to any till must be left open and empty of **money** outside of **business hours**

CONDITION PRECEDENT TO THE MONEY SECTION

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

Amount in Transit	Minimum Number of employees
up to £3,000	One
£3,001 to £6,000	Two
£6,001 to £10,000	Three
£10,001 or over	as specially agreed by the company and stated in the schedule applicable to this Section

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

PERSONAL INJURY INSURING CLAUSE

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

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

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

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

DEFINITIONS TO PERSONAL INJURY COVER

Medical Expenses

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

Permanent Disablement

means

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

Temporary Disablement

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

SCHEDULE OF BENEFITS

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

EXCLUSION TO PERSONAL INJURY COVER

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

SPECIAL CONDITIONS TO PERSONAL INJURY COVER

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

SECTION 5 – GOODS IN TRANSIT

This Section applies if listed as 'Insured' under the Schedule

INSURING CLAUSE

If any **goods in transit** are lost destroyed or **damaged** by any accidental cause, not excluded, during the **period of insurance** and within the **geographical limits** the **company** will indemnify **you** for such **damage** by payment reinstatement replacement or repair at the **company's** option

DEFINITIONS TO THE GOODS IN TRANSIT SECTION

Goods in Transit

means **property insured** belonging to **you**, or for which **you** are responsible, whilst being loaded upon, unloaded from and transported by: -

- (1)
 - a) any **vehicle**
 - b) rail or road haulier / courier or by freight forwarder
 - c) by post
- (2) any other means as described in the **schedule** to this Section

Property Insured

means tools, equipment and **stock** appertaining to the **business**

Vehicle

means vehicles owned operated or leased by **you** including any trailer attached thereto

LIMITS OF LIABILITY

The maximum liability of the **company** in respect of **damage** to **goods in transit** shall not exceed the amounts stated in the **schedule** applicable to this Section in respect of: -

- (1) transit by any **vehicle**
- (2) by rail or road haulier / courier or freight forwarder
- (3) by post

EXCLUSIONS TO THE GOODS IN TRANSIT SECTION

This Section does not cover:

- (1) the first £250 of each and every claim
- (2) **damage to property insured** by theft from a **vehicle**: -
 - a) whilst left unattended during the working day of the driver, unless: -
 - i. all doors, windows and opening roof sections are securely closed and all locking devices are put into effective operation;
 - b)
 - i. after the completion of any working day of the driver; or
 - ii. whilst any such **vehicle** is left unattended between 9pm and 6am unless the **vehicle** is kept in either
 1. a securely locked building of substantial construction
 2. a locked compound surrounded by secure walls and fences
 3. a constantly supervised **vehicle** compound or park
- (3)
 - a) livestock or other living creatures

- b) explosives or any other goods of a dangerous nature
- c) **money** securities documents manuscripts business books **data** patterns models moulds plans and designs
- d) bullion, precious metals precious stones or works of art unless specifically mentioned as insured by this Section
- (4) loss of market loss of profits delay indirect loss or any consequential loss
- (5) **property** carried by or despatched by **you** for hire or reward
- (6) **damage to property insured** arising as a result of packing which was inadequate to withstand normal handling during transit or from overloading of the **vehicle**
- (7) **damage to property insured** caused by or consisting of
 - a) natural deterioration
 - b) gradual deterioration insects mildew vermin wear and tear or inherent vice
 - c) making up packing or processing of the **property insured** whilst temporarily housed in the course of transit
- (8) **damage to property insured** caused by or consisting of
 - a) contamination depreciation in value evaporation leakage spillage or shortage of weight
 - b) electrical or mechanical breakdown failure or derangement
 unless caused by fire theft collision or overturning of the conveying **vehicle**
- (9) deterioration of **property insured** conveyed under frozen chilled or insulated conditions due to
 - a) breakdown or malfunctioning of refrigerated and/or cooling machinery
 - b) insufficient insulation
 - c) incorrect setting or operation of the equipment
 - d) faulty stowage
 unless caused by fire theft collision or overturning of the conveying **vehicle**
- (10) **damage to china, glassware, statuary, marble, plasterwork, earthenware pictures or scientific instruments** unless caused by fire theft collision or overturning of the conveying **vehicle**
- (11) **damage to property insured** more specifically insured
- (12) **property insured** temporarily housed or stored at a rental or under a contract for storage and/or distribution
- (13) **damage to property insured** in or on open **vehicles** owned by or operated by **you** caused by atmospheric or climatic conditions or theft
- (14) any unexplained shortage or disappearance

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

In respect of any **vehicle** owned or operated by **you** this Section extends to include

- (1) **costs and expenses** reasonably incurred by **you** in
 - a) the removal of debris and site clearance of **property insured damaged** whilst in transit from the immediate area of the site where the **damage** occurred
 - b) reloading onto any **vehicle** any **property insured** which has fallen from the **vehicle**
 - c) transferring the **property insured** to any other **vehicle** including conveying the **property insured** to the original destination or returning the **property insured** to the place of despatch following **damage** to the **property insured** or fire collision or overturning of the conveying **vehicle**
 - d) re-securing the **property insured** following a dangerous movement of the load in transit for an amount not exceeding £500 any one event
- (2) **damage** to tarpaulins ropes and sheets owned by **you** or for which **you** are legally responsible whilst carried on such **vehicle** for an amount not exceeding £500 any one event
- (3) any hired or borrowed **vehicle** used temporarily in substitution of any **vehicle** whilst such **vehicle** is out of use for maintenance repair or official vehicle testing subject to the terms applicable to the original **vehicle**

CONDITIONS PRECEDENT TO THE GOODS IN TRANSIT SECTION

Vehicle security and maintenance

It is a condition precedent to the liability of the **company** under this Section that

- (1) all **vehicles** owned or operated by **you** conveying the **property insured** are maintained in an efficient and roadworthy condition
- (2) whenever any **vehicle** owned or operated by **you** containing the **property insured** is left unattended all doors and the boot are locked and windows and other openings are securely closed

SECTION 6 – COMPUTER BREAKDOWN

This Section applies if listed as 'Insured' under the Schedule

INSURING CLAUSE

In the event of **breakdown** of any **computer systems** belonging to **you** or for which **you** are legally responsible, occurring at **your premises**, the **company** will indemnify you in respect of any loss resulting from such **breakdown**, or at **our** option replace or reinstate such **computer systems** in accordance with the provisions of the **policy**. Provided that our liability under this Section does not exceed:-

- (1) the **sum insured** for each Item;
- (2) in total, the **total sum insured** by this Section

DEFINITIONS TO THE COMPUTER BREAKDOWN SECTION

Additional Costs of Working

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

Breakdown

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

Indemnity Period

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

Maintenance Agreement

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

Reinstatement of Data

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

BASIS OF PAYMENT

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

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

Provided that:

- a) the work of reinstatement is commenced and carried out with reasonable despatch
- b) where the **computer systems** are damaged in part only, the **company's** liability shall not exceed the sum representing the cost which would have been paid if the **computer systems** had been wholly destroyed
- c) no payment shall be made until reinstatement costs have actually been incurred.
- d) where for any reason a payment cannot be made in accordance with a) and b) above the liability of the **company** will be arrived at as if this basis of settlement had not been incorporated and shall be subject to the terms and conditions of the Policy.

IN ADDITION COMPANY WILL PROVIDE COVER UNDER THIS SECTION AS FOLLOWS

Additional Computer Systems

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

Additional Rental Charges

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

Incompatibility of Computer Systems or Data

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

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

and the company's liability shall not exceed £10,000 or unless otherwise specified in the **policy schedule**.

Loss Prevention Measures

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

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

Repair Investigation Costs

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

Temporary Repairs and Expediting costs

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

EXCLUSIONS TO THE COMPUTER BREAKDOWN SECTION

This Section does not cover:

- (1) the amount stated in the **schedule** applicable to this section as the **excess**,
- (2) loss of use of the **computer systems** or other consequential losses, other than as provided for under **additional costs of working**, or liability of any nature whatsoever,
- (3) **damage** recoverable under any guarantee or **maintenance agreement**, rental, hire or lease agreement, or

that would have been recoverable but for a breach of **your** obligations under such agreement

- (4) damage to any **computer systems** or computer numerically controlled machinery which takes in, processes, forms, cuts, shapes, grinds or conveys raw materials, materials undergoing the process or the finished product including any equipment forming a part of the dedicated power supply driving or controlling mechanism for such machine or apparatus or any consequential losses arising from **damage** thereto

SPECIAL EXTENSIONS TO THE COMPUTER BREAKDOWN SECTION

The following extensions are applicable to this section only where specifically included in the **schedule**

Additional Costs of Working

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

- (1) any loss in excess of £25,000, or in the aggregate in any one **period of insurance** unless otherwise stated in the **schedule**
- (2) any losses discovered later more than 6 months after the loss was initiated
- (3) any **breakdown** lasting less than 24 hours
- (4) **breakdown** caused by a deliberate act of the public electricity or telecommunications supply
- (5) undertakings unless performed for the sole purpose of protecting life or any part of the supply undertakings system

Reinstatement of Data

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

Provided that the **company's** liability under this extension shall not exceed £10,000 in respect of any one loss, or in the aggregate in any one **period of insurance**

The **company's** liability under this extension excludes:-

- (1) the amount of the **excess** as specified in the **schedule**
- (2) a deliberate act of the public electricity supply undertaking not performed for the sole purpose of safeguarding life or protecting any part of the supply undertaking's system
- (3) a scheme of rationing not necessitated solely by accidental damage to the public supply undertaking's generating or supply equipment
- (4) the cost of reinstating **data** or **computer systems** used for teaching purposes in educational establishments.

SPECIAL CONDITIONS TO THE COMPUTER BREAKDOWN SECTION

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

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

SECTION 7 – DETERIORATION OF STOCK

This Section applies if listed as 'Insured' under the Schedule

INSURING CLAUSE

In the event of **damage** caused by deterioration or putrefaction occurring during the **period of insurance** to the property described by any item stated in the **schedule** applicable to this Section

- (1) in the cold chamber of **your** refrigerating plant and
- (2) elsewhere in **your premises** which but for the occurrence of an incident covered by this Section would have been placed in the cold chamber of **your** refrigerating plant caused by
 - a) rise or fall in temperature as a result of
 - i. **failure** of **your** refrigerating plant
 - ii. **failure** due to inherent defect of any thermostatic device being an integral part of **your** refrigerating plant
 - iii. sudden and unforeseen **failure** of the public supply of electricity at the terminal ends of the public supply authority's service feeders at the **premises** where **your** refrigerating plant is installed not caused by the deliberate act of any supply authority or the exercise by any such authority of its power to withhold or restrict supply
 - b) action of refrigerant fumes which have escaped from **your** refrigerating plant

the **company** will indemnify **you** for **damage** to such **property** by payment or reinstatement at their option

DEFINITION TO THE DETERIORATION OF STOCK SECTION

Failure

means for the purposes of this Section loss or destruction of or **damage** to an item of refrigerating plant resulting from the breaking distortion or electrical burn-out of any part of it whilst in use arising from defects in the item of refrigeration plant causing sudden stoppage of its function and requiring its repair or replacement

LIMITS OF LIABILITY

The **sum insured** stated for each Item in the **schedule** applicable to this Section will represent only the value of property in **your** refrigerating plant and property which would have been placed there but for the occurrence of an incident insured by this Section

The **company's** liability for such property will not exceed for any one Item the **sum insured** shown against that Item in the **schedule** applicable to this Section in any one **period of insurance**

EXCLUSIONS TO THE DETERIORATION OF STOCK SECTION

This Section does not cover

- (1) the amount stated as the **excess** in the **schedule** applicable to this Section
- (2) the refrigerating plant itself
- (3) any **damage** to property arising from
 - a) defects in or defective insulation due to the wearing away or wearing out of any part of a machine caused by or naturally arising from ordinary usage or working
 - b) failure or rupture from any cause whatsoever of any fuse whether incorporated in the refrigerating plant or not or failure of electrical contacts at which sparking or arcing occurs in ordinary working
 - c) gradually developing flaws defects cracks or partial fractures in any part or parts which do not make immediate stoppage necessary although at some future time repair or renewal of the part or parts

affected may be necessary

d) any extraneous cause not specifically insured under this Section

(4) **damage** to property in any refrigerating plant that is over 10 years old

(5) in respect of (a) (i) and (a)(ii) of the Insuring Clause **damage** resulting from fire lightning aircraft explosion earthquake flood or theft

SPECIAL CONDITIONS TO THE DETERIORATION OF STOCK SECTION

You must comply with the following Conditions or a claim may not be payable under this Section

(1) If any refrigerating plant has other than hermetically sealed motors and compressors **you** must

a) keep a contract in force with a competent refrigeration engineer providing for inspection and maintenance of such plant at a frequency not less than every six months

b) keep a proper record of all examinations adjustments and replacements carried out

(2) In the event of a claim or possible claim under this Section the **company** will not be liable for further **damage** relating to the defective refrigerating plant until it has been repaired to the **company's** satisfaction

SECTION 8 – EMPLOYERS' LIABILITY

This Section applies if listed as 'Insured' under the Schedule

INSURING CLAUSE

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

DEFINITIONS TO THE EMPLOYERS' LIABILITY SECTION

Offshore

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

LIMIT OF INDEMNITY

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

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

- (1) the amount stated as the **limit of indemnity** in the **schedule** applicable to this Section after deducting any sum or sums already paid as compensation and any **costs and expenses** paid by the **company** or
- (2) any lesser amount for which any claim or claims can be settled and upon such payment the **company** will relinquish conduct and control of and be under no further liability in connection with such claim or claims except for **costs and expenses** incurred or which can be recovered in respect of action taken before the date of the **company's** payment under this Section

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

EXCLUSIONS TO THE EMPLOYERS' LIABILITY SECTION

There will be no indemnity under this Section for

(1) Fines or Penalties

the payment of fines or penalties

(2) Indemnity for directors partners and employees

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

(3) Mechanically propelled vehicles

injury to any **employee** whilst

a) carried in or upon

b) entering or getting on to or alighting from

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

(4) Work Offshore

You or anyone claiming indemnity under this Section in respect of liability arising **offshore**

SPECIAL CONDITIONS TO THE EMPLOYERS' LIABILITY SECTION

Our Right of Recovery

The indemnity provided by this Section is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to **employees** in Great Britain Northern Ireland the Channel Islands or the Isle of Man but **you** shall repay to the **company** all sums paid by the **company** which the **company** would not have been liable to pay but for the provisions of such law

Personal Protection Equipment

It is a condition of this Section that:-

- (1) **you** shall provide **employees** with personal protective equipment appropriate for the work to be undertaken;
- (2) **you** shall provide appropriate training to **employees** as to the provision of and use of such personal protective equipment;
- (3) **you** shall maintain a record of the training given to each **employee** as to the provision of and use of such personal protective equipment.

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

Compensation for Court Attendance

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

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

Contractual Liability

Subject to Exclusion 2 - Indemnity for directors, partners and employees this Section where any contract or agreement entered into by **you** so requires, liability assumed by **you** by virtue of such contract or agreement but only in so far as concerns liability to an **employee**

Cross Liabilities

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

Geographical Limits

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

Health and Safety at Work and Corporate Manslaughter Defence Costs

In the event of

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

the **period of insurance** within the United Kingdom and in the course of **your business**

Provided that

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

Indemnity to Others

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

Unsatisfied Court Judgements

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

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

Provided that

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

SECTION 9 – PUBLIC & PRODUCTS LIABILITY

This Section applies if listed as 'Insured' under the Schedule

INSURING CLAUSE

In the event of

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

and happening within the **geographical limits** however elsewhere in the world in respect of **products** the **company** will indemnify **you** in respect of **your** liability at law for compensation together with **costs and expenses**

LIMIT OF INDEMNITY

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

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

EXCLUSIONS TO THE PUBLIC AND PRODUCTS LIABILITY SECTION

This Section does not cover

(1) Asbestos

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

(2) Aircraft hovercraft and watercraft

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

(3) Component Building Material

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

(4) Contractual liability

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

(5) Efficacy

Liability for any loss, **damage** or **injury** arising out of or in connection with the of failure of any **product** to perform the function for which they were supplied by **you**.

(6) Fines liquidated damages or penalties

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

(7) Hazardous Locations

any claim arising in connection with any manual work at, on or in:-

- a) ships, watercraft, hovercraft docks harbours, wharfs, jetties, piers quays, breakwaters or sea or river walls or defensives
- b) railways
- c) chemical or petro-chemical works oil or gas refineries or storage facilities
- d) aircraft, airports, airfields, aerodromes or launch facilities for spacecraft, rockets, missiles or satellites
- e) power stations or nuclear power stations
- f) any installations where nuclear processing is undertaken
- g) towers steeples chimney shafts blast furnaces viaducts canals bridges tunnels flyovers dams motorways quarries mines or collieries
- h) towers, chimney shafts or stacks exceeding 10 metres in height
- i) offshore rigs, platforms or installations

(8) Hazardous Work Exclusion

any claim arising caused by or arising from, or in connection with

- a) demolition work by or on behalf of **you**, unless in connection with any work of erection or reconstruction, alteration, maintenance, installation or repair;
- b) any work of dismantling steel structures by or on behalf of **you**, other than scaffolding or machinery belonging or hired to **you** (or any sub-contractor of **yours**), or undergoing maintenance, repair or replacement by or on behalf of **you**, or any **employee**;
- c) pile driving, water diversion or the use of explosives by or on behalf of **you**.

(9) Injury to Employees

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

(10) Mechanically propelled vehicles

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

(11) Mildew Mould Spores or Allergens

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

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

including but not limited to mildew mould spores or allergens

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

(12)North American Risks

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

(13)Professional Advice and Services

liability caused by or arising out of or in connection with:-

- a) any advice, design, plan or specification (including **computer systems**) given by **you** or on **your** behalf for a fee
- b) professional services rendered by **you** or on **your** behalf

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

physical loss of or **damage** to

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

(15)Recall of Products

liability arising out of the recall of any **product** or part thereof

(16)Removal, Repair or Damage to Products supplied

liability arising directly or indirectly out of:-

- a) **damage** to any goods or other property sold, supplied, delivered, installed or erected by **you** or on **your** behalf;
- b) all costs of or arising from the need of reinstating, making good, removing, repairing, replacing or rectifying:-
 - i. any such goods or property (other than **products** supplied by **you** under a separate contract);
 - ii. any defective work executed by **you** or on **your** behalf;

(17)Use of Heat Exclusion

liability caused by or arising from the use of welding or flame-cutting equipment, blow lamps, blow torches, or hot air guns, by **you** or any **employee**, away from **your** own **premises**.

SPECIAL CONDITIONS TO THE PUBLIC & PRODUCTS LIABILITY SECTION

Depth Limit – 1 Meter

We shall not provide indemnity against liability caused by or arising from any work undertaken by **you**, or any **employee** at a depth greater than 1 metre from the surface of the ground and the **excess** in respect of third party property **damage** shall increase to £1,000 each and every claim

Fork Lift Truck Conditions

It is a condition precedent to the liability of the **company** for **damage** or **injury** that the use of fork lift trucks is subject to the following procedures

- (1) operatives must be at least 18 years of age;
- (2) operatives must

- a) complete a training course in the safe use of fork lift trucks, through an Accredited Training Provider belonging to one of the 5 accrediting bodies as recognised by the Health & Safety Executive, and
 - b) complete a refresher course within 5 years of the initial training programme for which appropriate documentation must be retained by **you** verifying completion thereof;
- (3) when the vehicle is not in use the ignition keys must be removed, or the vehicle otherwise immobilised to prevent unauthorised use;
 - (4) the carriage of passengers, or unauthorised use or application as a tool outside the design capabilities of the vehicle, is prohibited at all times;

operatives must engage safety restraints whenever such restraints have been fitted to the vehicle.

Height Limit – 10 Metres

We shall not provide indemnity against liability caused by or arising from any work undertaken by **you**, or any **employee**, at a height greater than 10 metres from the surface of the ground.

Rights of Recourse Condition

It is a condition precedent to the liability of **ours**, that in respect of any **product** supplied, which consists in whole or in part of any **products**, goods, components, materials or other items which have been supplied to **you**, **you** shall not have waived their rights of recovery in law against the suppliers and that such rights shall have been maintained by **you**.

Sub-Contractors Condition

It is a condition precedent to the liability of **ours** under this insurance, that **you** shall ensure that all sub-contractors to you have in full force and effect, throughout the duration of their contract with **you**, Public/Products Liability and (in circumstances where a sub-contractor has **employees**) Employers Liability insurance in respect of their liability at law, which

- (1) has been extended to indemnify **you** as principal in respect of such liability;
- (2) provides a **limit of indemnity** not less than that provided by this insurance and that **you** shall, prior to the engagement of each sub-contractor, obtain and retain a copy of written evidence of such insurance.

Underground Services Condition

It is a condition precedent to the liability of **ours** that before any excavation work is carried out

- (1) British Telecom Freephone 111, or similar facility, is used to locate the position of all underground services and
- (2) the location of such services has been conveyed to those who are carrying out such work on behalf of **yours** and
- (3) a written record is maintained of the precautions taken in respect of any excavation and
- (4) a method of work has been adopted which minimizes the risk of **damage** to such services

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

Car park liability

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

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

Cloakroom liability

The **company** will indemnify **you** within the terms of this Section in respect of liability for **damage** to property (excluding **valuables**) belonging to guests or patrons caused by theft or accidental means whilst such property is deposited in the cloakroom at the **premises**;

Provided that:

- (1) **you** shall issue numbered tickets to each guest or patron in respect of property deposited in the cloakroom;
- (2) the cloakroom shall be locked-up whenever it is left unattended when guest's or patron's property is deposited therein
- (3) a suitable Disclaimer Notice is prominently displayed in the cloakroom advising that the cloakroom is provided for the convenience of guests and patrons and **you** do not accept responsibility for loss or damage to the property
- (4) the liability of the **company** under this Extension shall not exceed £500 in respect of any one article, nor £10,000 in respect of all losses in any **period of insurance**

Compensation for Court Attendance

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

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

Contingent Liability for Employee's Vehicles

Exclusion (11) of this Section excludes mechanically propelled vehicles but the **company** will indemnify **you** for liability caused by or in connection with any vehicle owned by an **employee** which is being used in the course of **your business**; but excluding any liability

- (1) arising when such vehicle is being driven
 - a) by **you**, or
 - b) with **your** consent by anyone whom **you** know does not hold a licence to drive such vehicle unless such person has held and is not disqualified from holding or obtaining such a licence
- (2) for physical loss of or **damage** to any such vehicle
- (3) for any use outside the **geographical limits**

Cross Liabilities

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

Data Protection and the General Data Protection Regulation

The **company** will indemnify **you** in respect of

- (1) legal fees and defence costs
- (2) legal liability for compensation to an individual, the subject of personal data **you** hold and who suffers material or non-material damage caused by inaccuracy of data, loss of the data, unauthorised destruction or disclosure of the data; and

arising from proceedings brought against **you** under Section 13 of the Data Protection Act 1998 or under Article 82 of the General Data Protection Regulation (Regulation (EU) 2016/679) or under any legislation implementing the General Data Protection Regulation or under any replacement legislation in respect of any of the foregoing; Provided that the maximum **we** will pay for all claims happening during any one **period of insurance** is £100,000.

The **company** will not provide indemnity in respect of

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

Defective Premises Act

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

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

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

Food Safety Act and Consumer Protection Act Defence Costs

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

- (1) in defending any prosecution for breach of duty
- (2) with the **company's** consent in an appeal against a conviction resulting from prosecution Under either:-
 - a) Part II of the Food Safety Act 1990; or
 - b) the Consumer Protection Act 1987

committed or alleged to have been committed during the **period of insurance** where circumstances may otherwise give rise to a claim under this Section excluding legal **costs and expenses** in connection with any breach of duty arising from a deliberate or premeditated act event or omission which any person claiming

indemnity under this Section knows or should have known would be likely to constitute an offence under the above Act

Temporary Work Overseas

The **geographical limits** are extended to include:-
work temporarily undertaken:-

- (1) in member countries of the European Union, Denmark, Norway and Switzerland; and
- (2) elsewhere in the world for visits made in a non-manual capacity by any director, partner or **employee** in connection with the **business** provided that such person normally resides within the **geographical limits**;

Health and Safety at Work and Corporate Manslaughter Defence Costs

In the event of

- (1) any act omission or incident or alleged act omission or incident leading to criminal proceedings brought in respect of a breach of the Health and Safety at Work Act 1974, Corporate Manslaughter and Corporate Homicide Act 2007 or similar legislation in the United Kingdom, or
- (2) an incident which results in an enquiry ordered under the Health and Safety Inquiries (Procedure) Regulations 1975 the **company** will provide indemnity against **costs and expenses** incurred in representing **you** in such proceedings including appealing the results of such proceedings as long as the proceedings relate to an act omission or incident or alleged act omission or incident which has been committed during the **period of insurance** within the United Kingdom and in the course of **your business**. Provided that
 - a) the **company's** total liability in respect of **costs and expenses** shall not exceed £1,000,000 in the aggregate during any one **period of insurance**
 - b) the **company** will only indemnify **you** where **costs and expenses** arise as a result of any matter which is the subject of indemnity under this **policy**
 - c) the **company** will only be liable for **costs and expenses** incurred in respect of legal representation appointed by them
 - d) if there is any other insurance or indemnity in force covering the same **costs and expenses** the **company's** liability shall be limited to a proportionate amount of the total **costs and expenses** but subject always to the limit of indemnity of £1,000,000
 - e) this indemnity will not apply
 - i. in respect of fines or penalties of any kind
 - ii. to proceedings consequent upon any **injury** deliberately caused by **you**
 - iii. to persons other than **you** or any of **your** directors partners proprietors or **employees**

Indemnity to Others

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

Leased and Rented Premises

Exclusion 16 (a) of this Section does not apply to physical loss or **damage** to premises leased or rented to **you** in connection with **your business**

Overseas Personal Liability

You and if **you** so request, the **company** will indemnify

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

Sudden and Unintended Pollution

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

- (1) which results from a sudden identifiable unintended and unexpected incident, and
- (2) such incident occurs entirely at a specific and identified time and place while the **policy** remains in force
Provided that
 - a) all **pollution** which arises out of any one incident will be deemed to have happened at the time such incident takes place
 - b) the **company** will not indemnify **you** against liability in respect of **pollution** happening anywhere in the United States of America or Canada or any of their overseas territories;
 - c) the total liability of the **company** for compensation will not exceed the **limit of indemnity** stated in the **schedule** applicable to this Section for this additional cover and for any claim otherwise payable under this Section arising from the same source or original cause

Wrongful Arrest

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

SECTION 10 – LOSS OF LICENCE

This Section applies if listed as 'Insured' under the Schedule

INSURING CLAUSE

In the event that the **licence** in relation to the use of the **premises** is

- (1) forfeited under the provisions of the appropriate legislation governing such **licences**
- (2) refused renewal after due application for such renewal to the appropriate authority

at any time during the **period of insurance** the **company** will pay or make good to **you** any loss that **you** may sustain in respect of

- a) depreciation in value of **your** interest in the **premises** by the forfeiture of or refusal to renew **your licence** to an amount not exceeding the **limit of indemnity** stated in the **schedule** applicable to this Section
- b) **costs and expenses** incurred by **you** with the written consent of the **company** in connection with any appeal against the forfeiture of or refusal to renew the **licence**

DEFINITION TO THE LOSS OF LICENCE SECTION

Licence

means licence granted to **you** by the Justices for the sale or supply of excisable liquor at the **premises**

LIMIT OF INDEMNITY

The amount payable under this Section will not exceed the **limit of indemnity** stated in the **schedule** applicable to this Section

EXCLUSIONS TO THE LOSS OF LICENCE SECTION

- (1) No claim will arise if under this Section
 - a) **you** are entitled to obtain compensation under the provisions of any Act of Parliament in respect of refusal to renew the **licence**
 - b) before or after refusal to renew or forfeiture of **your** licence the **premises** are required for any public purpose by an appropriate authority
 - c) surrender refusal to renew or forfeiture arises under or results directly or indirectly from
 - i. any scheme of town or country planning improvement redevelopment surrender or reduction
 - ii. re-distribution of **licences** in connection with redevelopment
 - iii. any alteration of the law affecting the granting or surrender refusal to renew or forfeiture of **licences**
- (2) No claim will arise under this Section unless **you** prove to the **company's** reasonable satisfaction that such matter was beyond **your** power or control if
 - a) any alterations to the **premises** requiring the consent of the licensing or other necessary authority are made without their approval
 - b) the **premises** are closed for any period not required by law
 - c) the **premises** are not maintained in a sanitary or other suitable state of repair or condition
 - d) any direction or requirement of the licensing or other authority is not complied with
 - e) forfeiture of or refusal to renew **your** licence is caused wholly or partly by or through
 - i. **your** misconduct procurement connivance neglect or omission

- ii. **your** omission to take any step necessary to keep the **licence** in force

SPECIAL CONDITIONS TO THE LOSS OF LICENCE SECTION

NB The **company** considers time to be of the essence in complying with the Conditions applying to this Section

- (1) On becoming aware of any
 - a) complaint against the **premises** or the control of it
 - b) proceedings against or conviction of the holder of the **licence** or manager tenant or occupier of the **premises** for any breach of the licensing law or any matter whatsoever whereby the character or reputation of the person concerned is affected or called into question with regard to such person's honesty moral standing or sobriety
 - c) change in the tenancy or arrangement of the **premises**
 - d) transfer or proposed transfer of the **licence**
 - e) alteration to the purpose for which the **premises** are used
 - f) objection to renewal or other circumstances which may endanger the **licence** or its renewal **you** must as soon as possible give notice in writing to the **company** and supply such additional information and give such assistance as the **company** may reasonably require
- (2) In the event that the holder of the **licence** or manager tenant or occupier of the **premises** dies or is incapacitated or deserts the **premises** or is convicted of any offence (where such conviction affects the character or reputation of the convicted person with regard to such person's honesty moral standing or sobriety) **you** will where practicable and at the request of the **company** procure a suitable replacement to whom the Justices will transfer the **licence** or grant the **licence** by way of renewal
- (3) In the event of the **licence** being forfeited or renewal refused **you** must
 - a) give notice in writing to the **company** within 24 hours of learning such event stating the grounds upon which the **licence** was forfeited or refused renewal
 - b) give all such assistance as the **company** may require for the purpose of an appeal against such forfeiture or refusal to renew and allow the **company** and their solicitors full discretion in the conduct of such proceedings
 - c) apply if practicable and required by the **company** for the granting of such new **licence** for the same or alternative **premises** as may enable **you** to continue **your business** in a similar or alternative form
 - d) provide a statement of **your** loss (if any) together with such documents statements and accounts as may be reasonably required by the **company** to verify the same and also (if required by the **company**) make a declaration as to the truth accuracy and completeness of your statement and give the **company** free access to the **premises** and **your business** books and accounts as may be necessary to ascertain the value of the **premises** and the goodwill of **your business**

SECTION 11 – PERSONAL ACCIDENT

This Section applies if listed as 'Insured' under the Schedule

INSURING CLAUSE

In the event of an **insured person** suffering **bodily injury** during the **period of insurance** and the **operative time of cover**, the **company** will pay the appropriate amount of benefit shown in the below for the number of units stated in the **policy schedule**.

This **policy** will pay up to the **accumulation limit** of £250,000 in respect of any one loss and/or up to a maximum of £1,000,000 any one **period of insurance**.

DEFINITIONS TO THE PERSONAL ACCIDENT SECTION

Accumulation limit

means the maximum aggregate amount **we** will pay in respect of all **insured persons** for all claims arising from one event source or original cause.

Bodily Injury

Injury caused by

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

Medical Expenses

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

Operative Time of Cover

means the period of time during which the **insured person** is covered by the Section as stated in the **schedule** and described in the **policy**

Permanent Disablement

means

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

Temporary Total Disablement

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

Benefits

Bodily injury causing		One unit of Benefit
1.	death	£5,000
2.	total and irrecoverable loss of all sight in one or both eyes rendering the insured person absolutely blind in the eye or eyes beyond remedy by surgical or other treatment	£5,000
3.	total loss by physical severance or complete and irrecoverable loss of use of either one or both hands or one or both feet	£5,000
4.	permanent total disablement (other than as provided by benefits 2 and 3) entirely preventing the insured person from engaging in or giving attention to their usual occupation	£5,000
5.	temporary total disablement entirely preventing the insured person from engaging in or giving attention to their usual occupation (per week for each week of Disablement up to 104 weeks from the date of the bodily injury)	£100 per week
6.	Reimbursement of medical expenses necessarily incurred in the treatment of the insured person	15% of item 5

Operative Time of Cover

OTC1	24 hours At any time during the period of insurance
OTC2	Occupational including commuting Whilst an insured person is carrying out their occupational duties for you including whilst travelling between their place of residence and place of work
OTC3	Occupational excluding commuting Whilst an insured person is carrying out their occupational duties for you excluding whilst travelling between their place of residence and place of work
OTC4	Other As specified in the schedule

EXCLUSIONS TO THE PERSONAL ACCIDENT SECTION

This Section does not cover

- (1) the first 14 days of disablement
- (2) the first 28 days of disablement resulting from playing any type of football rugby or field hockey.
- (3) **bodily injury** resulting from an **insured person** taking part in or practicing for
 - a) abseiling, boxing, caving, hunting, ice hockey, judo, martial arts, polo, potholing, professional sports, sub aqua diving, water skiing, winter sports or wrestling;
 - b) flying and aerial activities of any kind other than as a fare paying passenger (not carrying out any duties in connection with the flight) in a properly certified or licensed aircraft constructed to carry passengers;
 - c) mountaineering or rock-climbing which would normally necessitate the use of ropes or guides; or
 - d) racing of any kind other than on foot or swimming.
- (4) **bodily injury** resulting from the use by an **insured person** of

- a) a motorcycle (as driver or passenger); or
- b) fixed power driven woodworking machinery.
- (5) **bodily injury** arising from
 - a) any pre-existing defect, infirmity, medical condition or chronic or recurring ailment of which an **insured person** is aware or could reasonably be expected to have been aware unless it has been declared in writing to and accepted by **company**; or
 - b) pregnancy or childbirth.
- (6) **bodily injury** sustained while under the influence of or due wholly or partly directly or indirectly to the taking of alcohol or drugs, other than drugs taken as directed and prescribed by a qualified and registered medical practitioner, but not for the treatment of drug addiction.
- (7) an **insured person** committing or attempting to commit suicide.
- (8) self-inflicted **bodily injury**.
- (9) wilful exposure to danger except in an attempt to save human life.
- (10) **bodily injury** sustained by any **insured person** under 16 or over 65 years of age at the commencement of the **period of insurance**.
- (11) **bodily injury** resulting solely in the inability to take part in sports or pastimes.
- (12) **bodily injury** resulting from an **insured person's** own criminal act or taking part in civil commotion.
- (13) **bodily injury** resulting from use of nuclear, chemical or biological weapons of mass destruction, howsoever these may be distributed or combined.

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

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

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

SPECIAL CONDITIONS TO THE PERSONAL ACCIDENT SECTION

- (1) Claims shall not be payable under more than one of benefits 1 to 5 in respect of the same **bodily injury** or the same period of disablement, except that payment may be made under Benefit 5 for any period prior to being made under benefits 1, 2, 3 or 4, provided that the amount already paid under benefit 5 shall be deducted from the payment due under benefits 1, 2, 3 or 4.
After a claim has been paid under one of benefits 1, 2, 3 or 4, no further liability shall attach to **company** in respect of the **insured person**.
- (2) Benefit 4 shall be payable only on certification by a medical referee of **permanent total disablement** and not before the expiry of 104 consecutive weeks **temporary total disablement**
- (3) The maximum weekly amount payable under Benefit 5 shall not exceed 75% of the Gross Weekly Wage.
- (4) The maximum amount payable under Benefit 6 Medical Expenses shall not exceed 15% or £5,000 whichever is the less.
- (5) Benefit 5 shall be payable up to but not exceeding in all 104 weeks in respect of any period of disablement resulting from any one **bodily injury** and shall be paid at the end of any period of disablement or, at **your** request, at periodic intervals of not less than 4 weeks.
- (6) The **insured person** shall take all practical steps to minimise any **bodily injury**.
- (7)
 - a) The **insured person** shall, as often as required and at **company's** expense, submit to examination by a

- medical practitioner of **company's** choice.
- b) the **company** shall be entitled to a post mortem examination at **company's** own expense in the event of the death of an **insured person**.
- (8) **You** must inform the **company** in writing as soon as possible
- a) of any change in an **insured person's** occupation, habits, leisure pursuits or bodily powers; or
 - b) after receipt of a renewal invitation of any **bodily injury** or change in state of health not already notified to **company** suffered since the previous renewal date.
- (9) This Section is not assignable and **your** receipt or **your** legal representatives' receipt shall be a valid discharge of **company's** liability.
- (10) **You** must inform the **company** in writing as soon as possible if other insurance (other than temporary travel) against **bodily injury** is affected on behalf of an **insured person**.
- (11) The maximum liability of the **company** arising out of any single incident involving **bodily injury** to one or more **insured persons** shall not exceed £250,000 unless otherwise stated in the **schedule** to this Section.
- (12) General Condition (7) (Duty of Fair Presentation) sets out the obligations upon the **insured** to make a complete and accurate presentation of the risk, and the **company's** rights and remedies in the event of a breach of this duty. The **company** hereby agrees that in the event that such a breach arises solely from misrepresentation by or on behalf of an **insured person** in connection with this Section, that the rights and remedies of the **company** shall only apply in respect of the cover for that **insured person**, and the remainder of the **policy** will be unaffected.

SECTION 12 – LEGAL EXPENSES

This Section applies if listed as 'Insured' under the Schedule

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

LEGAL ADVICE SERVICE

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

The **company** will give the **insured** confidential legal advice over the phone on any commercial legal problem affecting the **business** under the laws of the United Kingdom, the Channel Islands, and the Isle of Man.

The **company** will not accept responsibility if the helpline services fail for reasons outside of the **company's** control.

HOW TO MAKE A CLAIM

For the purposes of this section, claims are handled on the **company's** behalf by Independent Living Group (ILG) and in the event of an incident that may result in a claim they should be contacted in writing at the address shown below. Reference to the **company's** in this section in relation to the control and handling of any claim the **insured** make may refer to either the **company** or Independent Living Group (ILG) acting on the **company's** behalf.

Legal advice service: Independent Living Group (ILG)

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

Telephone: 01476 513 796

Email: ilgclaims@ilgsupport.com

Quoting reference: China Taiping

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

Claims Procedure

1. If the **insured** needs to make a claim, they must notify Independent Living Group, acting on the **company's** behalf, as soon as possible.
2. If the **insured** appoints their own solicitor or accountant without informing the **company**, they will be liable for costs that are not covered by this policy or incurred prior to authorisation of the claim.

INSURING CLAUSE

Following an **Insured Incident**, the **company** will pay Legal Expenses including the cost of appeals (and compensation awards under **Insured Incident 2**) incurred in connection with the **business** provided that: -

1. the Limit of Liability does not exceed an aggregate limit of £500,000, or £100,000 per **Insured Incident**.
2. the Insured Incident occurred during the **period of insurance** and arises within the **Territorial Limits**;
3. The **insured** has paid the insurance premium.
4. The **insured** keeps to the terms of this policy and cooperates fully with the **company**, ILG and any **Nominated Representative**.
5. The claim always has **Reasonable Prospects**.

6. any legal proceedings will be dealt with by a court or other body which the **company** agrees to within the **Territorial Limits**; and
7. in civil claims it is always more likely than not that the **insured** or an **Insured Person** will recover damages (or obtain other legal remedy which the **company** have agreed to) or make a successful defence.

DEFINITIONS TO THE LEGAL EXPENSES SECTION

Arbitration

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

Dispute

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

Legal Expenses

means

1. Legal costs - all reasonable and necessary costs chargeable by the Nominated Representative and the costs incurred by opponents in civil cases if the **insured** or an **insured person** has been ordered to pay them or the **company** has agreed to pay them.
2. Accountant's costs - all costs reasonably incurred by the Nominated Representative.
3. Attendance expenses – for each day that an **insured person** is required to attend any court or tribunal at the request of a Nominated Representative, the **company** will pay the actual loss of the salary of an **insured person** for the time that they are off work.

Nominated Representative

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

Reasonable Prospects

means that in respect of each claim there is always more than a 50% chance of the **insured** or **insured person** recovering damages, defending a claim or prosecution or obtaining a legal remedy. This will be assessed by the **company** or **Nominated Representative**.

Territorial Limits

means

- a) For **Insured Incidents** 3) (Legal Defence) and 5) (Injury), The United Kingdom, the Channel Islands, the Isle of Man, Norway, Switzerland and countries in the European Union.
- b) For all other insured incidents, the United Kingdom, Channel Islands and the Isle of Man.

INSURED INCIDENTS

Insured Incident 1 – Employment Disputes

What is covered

The **company** will pay Legal Expenses in relation to the defence of legal proceedings in an Employment

What is not covered

- i) any claim in respect of damages for injury or damage to property;

Tribunal arising from or relating to a breach of an **employee's** contract of service or their statutory rights under employment legislation;

Provided that: -

- i) in the event of any issues that could give rise to a legal Dispute with an **employee**, the **insured** or **insured person** has contacted the Legal Advice Service and followed the advice provided to them.
- ii) the **insured** Person seeks and continues to follow all advice from the Legal Advice Service as to the steps to be taken in the following situations: -
 - A) before taking any disciplinary action or commencing a disciplinary procedure;
 - B) before dismissing an **employee**;
 - C) upon receipt of notification of any form of grievance by an **employee** or a complaint of discrimination;
 - D) before starting any redundancy process or making an **employee** redundant;
 - E) before seeking to make a material change to an **employee's** contract, which is likely to have a negative impact on that **employee**;
 - F) upon becoming aware of a situation that could give rise to a potential claim for constructive dismissal by any **employee**.
- ii) any claim arising from or relating to any transfer of business which falls within the scope of the Transfer of Undertakings (Protection of Employment) Regulations 2006 and any subsequent amendment to them;
- iii) any claim for legal expenses to attend disciplinary or grievance procedures prior to formal legal proceedings;
- iv) the costs of any Disputes relating to a settlement agreement;
- v) any Dispute relating to a shareholding, partnership or directors contract;
- vi) any claim relating to future contracts of employment;
- vii) any claim relating to unpaid wages or commission or deductions from wages or commission;
- viii) any claim relating to benefits due under a contract of employment;
- ix) any claim relating to payment in relation to redundancy.

Insured Incident 2 – Compensation Awards

What is covered

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

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

SERVICE OCCUPANCY

The **company** will pay Legal Expenses in relation the **insured's** legal rights against an employee or ex-employee to recover possession of premises owned by the **insured** or for which the **insured** is responsible.

What is not covered

Any basic or compensation award relating to the following: -

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

EXCLUSION TO SERVICE OCCUPANCY

Any claim relating to defending the **insured's** legal rights, other than defending a counterclaim.

Insured Incident 3 – Legal Defence

What is covered

The **company** will pay Legal Expenses in relation to: -

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

What is not covered

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

Insured Incident 4 – Property Protection

What is covered

The **company** will pay Legal Expenses in relation to the **insured's** legal rights in any civil action relating to material property which is owned by the **insured** or for which the **insured** is responsible following:

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

What is not covered

Any claim relating to the following.

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

Insured Incident 5 – Personal Injury

What is covered

The **company** will pay Legal Expenses in relation to the pursuit of a claim arising from an incident causing bodily injury or death to an **insured person**.

What is not covered

Any claim relating to the following.

1. any injury which develops gradually or is not caused by a specific or sudden accident.

Insured Incident 6 – Tax Protection

What is covered

The **company** will pay Legal Expenses in relation to defending the **insured** during an investigation by HM Revenue and Customs:

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

Provided that: -

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

What is not covered

Any claim relating to the **insured's** prosecution or to the extent of anything done or to be done

1. after any matter first becomes referred to or dealt with by any Special Office, Investigation Division or Collection Investigation Unit of HM Revenue and Customs;
2. in an official investigation before the government department has first expressed its dissatisfaction with the books and records the **insured** are required to produce for in-depth examination;
3. before the commencement of VAT enforcement proceedings against the **insured**;
4. only because of some earlier official investigation into the **insured's** tax affairs or some earlier VAT enforcement proceedings against the **insured**, or their failure to register for VAT;
5. in preparing, challenging, appealing or otherwise processing any tax computation, assessment, demand or payment which the **insured** would necessarily deal with, notwithstanding that official investigation or **Dispute**;

6. in connection with or arising from a tax avoidance scheme.

Insured Incident 7 – Jury Service and Witness Expenses

What is covered

1. Attendance expenses – for each day that an **insured person** is required to attend any court or tribunal at the request of a Nominated Representative, the **company** will pay the actual loss of the salary of an **insured person** for the time that they are off work; provided that: -
 - a) such salary or wages are not recoverable from the relevant court, tribunal or other party;
 - b) the **company** will not pay for any loss incurred before an **insured person** makes a claim;

What is not covered

The **company** will not pay for any claim where the **insured** is unable to support their loss

LIMIT OF LIABILITY

The **company's** liability shall not exceed

1. for all claims which result from one or more events arising at the same time and from the same original cause £100,000; nor
2. for all claims which are notified to the **company** during the period of insurance, £500,000.

EXCLUSIONS TO THE LEGAL EXPENSES SECTION

This Section does not cover the following;

- a) any Legal Expenses incurred before the written acceptance of a claim by the **company**.
- b) any claim (or any circumstances which might lead to a claim) of which the **insured** were or should have been first aware outside the period of insurance.
- c) fines, penalties, compensation or damages which the **insured** or an **insured person** are ordered to pay by a court or other authority order, other than compensation awards as covered under insured incident 2) Compensation awards.
- d) Any claim relating to patents, copyright, trademarks, merchandise marks, registered designs, intellectual property, secrecy and confidentiality agreements.
- e) any claim relating to franchise rights or agency rights where the **insured** have the legal capacity to alter legal relations of another.
- f) any insured incident deliberately or intentionally solicited by the **insured** or an **insured person**.
- g) a **Dispute** with the **company** not otherwise dealt with under Special condition 10 of this Section.
- h) any claim relating to a shareholding or partnership share in the **insured**.,
- i) an application for judicial review.
- j) any legal action the **insured** or an **insured person** take which the **company** has not agreed to or where the **insured** or an **insured person** do anything that hinders the **company** or the Nominated Representative.
- k) any claim if, either at the commencement or during the course of a claim notified under this sub section, the **insured** is bankrupt, have filed a bankruptcy or winding up petition, have made an arrangement with creditors, have entered into a deed of arrangement, are in liquidation or part or all of the **insured's** affairs or property is in the care or control of a receiver or administrator.

- l) Any Nominated Representative costs or expenses or other costs incurred that The **company** have not accepted or authorised in advance.
- m) any claim or allegation relating to assault, violence, malicious falsehood or defamation.

SPECIAL CONDITIONS APPLICABLE TO THIS SECTION

- 1) It is a condition precedent to the **company's** liability to meet any claim that the **insured** or an **insured person** shall:
 - a) notify the **company** as soon as practicable and without delay on becoming aware of any insured incident or event which may give rise to a claim under the sub section. Claims will not be authorised where delayed notification causes a detriment to the **company**;
 - b) give the **company**, as soon as possible, all the information, documents and assistance they need to deal with any claim under this section;
 - c) give the **company** the reason for wishing to appeal against any decision given in legal proceedings which must be done immediately and in any event before the deadline for lodging the appeal;
 - d) forward to the **company** immediately upon receipt every form ET1, and ET3 issued by an Employment Tribunal to the **insured** or an **insured person**.
- 2) the **insured** or an **insured person** shall
 - a) take reasonable steps to keep any amount the **company** has to pay to a minimum; and
 - b) send everything the **company** ask for in writing.
- 3)
 - a) the **company** must have accepted the claim in writing before they can deal with it.
 - b) the **company** will accept the claim when they are satisfied that:
 - i) the **company** has all the information that they need;
 - ii) the **insured** or an **insured person** can identify any person with whom the **insured** are in **Dispute**; and
 - iii) it is reasonable for the **insured** or an **insured person** to pursue or defend their legal rights (taking into account a reasonable estimate of the **insured** or an **insured person's** total Legal Expenses) and the **insured** or an **insured person** will probably achieve a worthwhile result.
- 4)
 - a) the **company** may appoint a lawyer or other suitably qualified person working for them to represent, pursue or defend the **insured's** or an **insured person's** rights.
In the event of any legal proceedings or if there is a conflict of interest, the **insured** or an **insured person** have the right to choose their own Nominated Representative. The Insured must send the **company** the name and address of such person before the commencement of any legal proceedings.
 - b) In other situations, or if the **company** thinks that the **insured** or an **insured person** needs one to help to protect the **insured's** or the **insured person's** rights, they will appoint a Nominated Representative to act on behalf of the **insured** or an **insured person**.
 - c) The **company** can take over and conduct and negotiate in the name of the **insured** or an **insured person** for any claim or legal proceedings at any time.
 - d) The Nominated Representative must co-operate fully with the **company** at all times.
 - e) The **company** will have direct contact with the Nominated Representative.
 - f) The Insured or an **insured person** must cooperate fully with the **company** and the Nominated Representative and must keep the **company** up to date with the progress of the claim.
 - g) The Insured or an **insured person** must give the Nominated Representative any instructions that the **company** requires.
- 5) If, following legal proceedings to which the **company** has consented, the **insured** or an **insured person** wish to appeal or defend an appeal, the grounds for such appeal should be submitted to the **company** immediately or as soon as practicable. Before any Legal Expenses towards the appeal are paid, the **company** must agree that it is always more likely than not that the appeal will be successful.
- 6)
 - a) the **insured** or an **insured person** must tell the **company** if anyone offers to settle a claim.

- b) If the **insured** or an **insured person** do not accept a reasonable offer to settle a claim, the **company** may refuse to pay any further Legal Expenses.
 - c) The **company** may decide to pay the **insured** or an **insured person** the amount of damages that the **insured** Person is claiming or is being claimed against them, instead of starting or continuing legal proceedings.
- 7) a) If the **company** asks, the **insured** or an **insured person** must tell the nominated representative to have Legal Expenses taxed, assessed or audited.
- b) The **insured** or an **insured person** must take every step to recover Legal Expenses that the **company** has to pay and must pay the **company** any Legal Expenses that are recovered.
- 8) If any Nominated Representative refuses to continue acting for the **insured** or an **insured person** or if the **insured** or an **insured person** dismisses a Nominated Representative, the cover the **company** provides will end at once unless the **company** agrees to appoint another Nominated Representative.
- 9) If the **insured** or an **insured person** settle a claim or withdraw their claim without the **company's** agreement or do not give suitable instructions to a Nominated Representative, the cover the **company** provides will end at once and the **company** will be entitled to re-claim any Legal Expenses paid.
- 10) If the **company** and the **insured** or an **insured person** agree, Arbitration can be used to settle any unresolved Dispute about anything said in this policy or anything to do with the claim. If Arbitration is used, the **insured** or an **insured person** may still take that Dispute to court or try to settle it in another way.
- 11) The **company** may, at their discretion, require the **insured** or an **insured person** to obtain an opinion from counsel at the **insured's** or an **insured person's** expense as to the merits of a claim or proceedings. If counsel's opinion indicates that there are reasonable grounds for the pursuit or defence of a claim or proceedings, the cost of obtaining the opinion will be paid for by the **company**.
- 12) The **company** will not pay any claim covered under any other policy or any claim that would have been covered by any other policy if this section did not exist.
- 13) All Acts of Parliament within the wording of this sub section shall include equivalent legislation in Scotland, Northern Ireland, the Channel Islands, or the Isle of Man as the case may be.

SECTION 13 – THEFT BY EMPLOYEE

This Section applies only if stated as INSURED / OPERATIVE in the Schedule

INSURING CLAUSE

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

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

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

DEFINITIONS TO THE THEFT BY EMPLOYEE SECTION

References

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

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

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

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

Theft

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

LIMIT OF INDEMNITY

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

EXCLUSIONS TO THE THEFT BY EMPLOYEE SECTION

This Section does not cover

- (1) the first £500 of each and every claim unless otherwise stated in the **schedule**
- (2) loss of interest or consequential loss of any kind

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

SPECIAL CONDITIONS TO THE THEFT BY EMPLOYEE SECTION

- (1) Any **money** of the **employee** held by **you** or any **money** or assets which, but for the act of fraud or dishonesty have been due to the **employee** shall be deducted from the amount of loss. Any subsequent recovery shall be shared in the proportion that the amount of the loss borne by **company** and **you** bears to the total amount of loss.
- (2) In the event of any claim, **you** shall identify, by name, the **employee** who committed the act giving rise to the loss which is the subject of such claim.
- (3) Immediately following discovery by **you**, or any other person responsible for supervising **employees**, of any act of fraud or dishonesty committed by an **employee**, this insurance shall cease in respect of any further acts of fraud or dishonesty by such **employee**
- (4) You should retain References for all **employees** as **you** will need to produce them for each **employee** involved or implicated in a claim who was engaged on or after the commencement date of this Insurance.
- (5) The following standards of control and supervision regarding financial matters of **your business** are the **company's** minimum requirements and shall be operated or brought into force by **you**:-
 - a) Audit:-

Your accounts must be examined by external auditors every 12 months. Any recommendations made by the auditors or alternatives acceptable to them must be implemented by **you** without delay
 - b) Cheque signing:-

Any cheque or other bank instruments drawn for more than £5,000 shall require 2 signatories, both manually signed, after the amount payable has been inserted. At least one signatory must examine all the supporting documentation before signing. **Your** bank must be aware of this requirement.
 - c) Payroll:-

For all **employees** not paid by crossed cheque or credit transfer, the amount of the total payroll shall be subject to an independent check before payment is made to verify the amount being drawn. At least once per quarter and independently of persons responsible, the payroll must be checked to ensure correct and no sign of inflated payments or fictitious names.
 - d) Stocktaking:-

There must an annual physical check on all Stock and materials in trade (Stock), against verified records of Stock held, independently of **employees** responsible for Stock
 - e) Computer security:-

Security controls and checks over computer functions, must be integral to the system, with reconciliations made as necessary. Responsibilities for processing of transactions, authorisation of transactions and handling of output shall be exercised by different **employees**.

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

Auditors fees

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

CLAIMS CONDITIONS AND NOTIFICATION PROCEDURES

CLAIMS GENERAL CONDITIONS

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

(1) Your responsibilities

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

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

(2) The company's rights

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

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

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

PROCEDURE FOR NOTIFYING CLAIMS

(1) applicable to all Sections other than Legal Expenses claims under Section 12

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

During working hours:

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

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

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

For emergency and outside of working hours:

Please contact: **IAS Chartered Loss Adjusters**

Telephone: **014 2485 0333**

(2) applicable to any Legal Expenses claims under Section 12

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

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

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

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

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

Telephone: **01476 513 796**

Quoting reference: **China Taiping**

PRIVACY AND YOUR PERSONAL INFORMATION

YOUR PERSONAL INFORMATION NOTICE

Who we are

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

The basics

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

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

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

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

Other people's details you provide to us

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

Want more details?

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

Contacting us and your rights

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

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

Telephone 020 7839 1888

