



Darwin Clayton Security...created

Policy Wording

POLICY INFORMATION

The Policy has been prepared in accordance with the instructions given by the **Insured**. It should be read carefully to ensure that it meets your requirements. The **Insurers** acceptance of this risk is based on the information presented to the **Insurer** being a fair representation of the business of the **Insured** including any unusual or special circumstances which increase the risk and any particular concerns which have led the **Insured** to seek this insurance cover

The **Insurers** continued acceptance of this risk is based on any changes from the original information presented being advised and accepted by the **Insurer**

Providing the **Insurer** with inaccurate information or failing to tell the **Insurer** about anything which may increase the risk may invalidate this Policy or lead to claims not being paid or being paid in part only

Material and relevant facts include but are not limited to those shown on the Statement of Fact

If the **Insured** is in any doubt or requires clarification as to what must be declared to the **Insurer** it should be discussed with their Insurance Agent

The Policy consists of

- a) the introduction which explains the basis on which cover is provided
- b) the Schedule which shows details of the **Insured** Period of Insurance the **Business** being covered the Sections insured Limits of Liability and the amounts that the **Insured** will be responsible for
- c) the Statement of Fact which is a record of the information provided by the **Insured** to their insurance agent about them and their **Business** upon which the insurance quotation is based
- d) Policy Definitions and Conditions
- e) the Sections of the Policy which give details of the cover
- f) General Exclusions to cover applying to the entire Policy
- g) any Clauses which might apply to the Policy or individual Sections and which incorporate amendments to cover extensions limitations and the like
- h) the Certificate(s) of Employers Liability Insurance if such Section is insured by this Policy

Immediate notice should be given to the **Insurer** of any changes which may affect the insurance provided by this Policy

Alterations in the cover required after the issue of the Policy will be confirmed by a separate Schedule and/or Statement of Fact which the **Insured** should file with the Policy The **Insured** should refer to the Schedule and Statement of Fact and the Policy to ascertain precise details of the cover currently in force

OUR PROMISE TO THE INSURED

The **Insurer** is committed to treating customers fairly. However we realise that there may be times when things go wrong. We take complaints seriously and aim to resolve all of our customers problems promptly

If this cover does not meet with your requirements please return all of the documents and any Certificate(s) of Employers Liability Insurance to your insurance agent who has arranged the cover within 14 days of receipt

If the **Insured** wishes to terminate the cover at any time they should contact the insurance agent who arranged it and any return premium will be at the discretion of the **Insurer**

If the **Insured** wishes to terminate the cover at any time they should contact the insurance agent who arranged it and provided there have been no claims the **Insurer** will refund a proportionate part of the **Insureds** premium unless the Public & Products Liability Section has been arranged on a minimum and deposit basis in which case no refund is due in respect of the premium for that Section

MAKING A CLAIM

To report or make a claim follow the instructions provided in the General Conditions - Claims – Action by the **Insured**

If the Policy includes the Legal Expenses Section please contact ARAG in the event that you need to make a claim including if you are considering carrying out a redundancy

Claims telephone number : **0117 917 1698** or report online at www.arag.co.uk/newclaims

To register a claim under any other Section you should contact Liverpool Victoria Insurance Company Limited

Claims Helpline: 0800 032 1170

If you have a need to seek additional assistance please contact your insurance agent

HOW TO COMPLAIN

If you have any enquiry or complaint arising from your Policy please contact your insurance agent who arranged the Policy for you or the office of Origin UW Limited at First Floor 20 Mount Ephraim Road Tunbridge Wells Kent TN1 1ED quoting the Policy number in all cases

If you are not satisfied with the way in which a complaint has been dealt with please write to

The Managing Director
Origin UW Limited
First Floor
20 Mount Ephraim Road
Tunbridge Wells
Kent
TN1 1ED

After this action if you are still not satisfied with the way your complaint has been dealt with you should pass your complaint to Liverpool Victoria Insurance Company Limited

Their address is
LV=
County Gates
Bournemouth
BH1 2NF

Tel No: 0800 678 3161

Email: feedback@lv.com

If you remain dissatisfied after LV have considered your complaint you may have the right to refer your complaint to the Financial Ombudsman Service within six months of receiving the final response letter

Their address is
The Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London
E14 9SR

Phone: 0800 023 4567 if calling from a land line or 0300 123 9123 if calling from a mobile or non BT line

E-mail: complaint.info@financial-ombudsman.org.uk

You can also visit the Financial Ombudsman Service website at www.financial-ombudsman.org.uk

Making a complaint will not affect your right to take legal action

The Underwriters are members of the Financial Services Compensation Scheme (FSCS) You may be entitled to compensation from the scheme if we are unable to meet our liabilities under this insurance This depends on the type of business and the circumstances of the claim Such claims are protected for 90% without any upper limit For compulsory classes of insurance the claim will be met in full Further information about the compensation scheme arrangements is available from FSCS Information can be obtained on request or by visiting the FSCS website at www.fscs.org.uk Their address is

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

IMPORTANT INFORMATION

The Employers Liability (Compulsory Insurance) Regulations 1998 lay down certain obligations for employers and in particular the **Insured** should be aware of the following

Display of Certificates

The **Insurer** will provide the **Insured** with a Certificate of Employers Liability Insurance and this will state clearly the companies covered by it The **Insured** must display either an original copy or make available a copy of the Certificate of Employers Liability Insurance in an electronic format at each **Business Premises** where the **Insured Employees** can see it easily

Retention of Certificates

The Employers Liability (Compulsory Insurance Amendment) Regulations 2008 remove the requirement for the **Insured** to retain copies of Certificates of Employers Liability Insurance that have expired for at least 40 years However it is still good business practice to retain the certificates because certain claims for example disease could be made many years after the disease is caused and if the insurer cannot be identified the **Insured** could be liable for payments

Employers Liability Tracing Office (ELTO)

In accordance with the Employers Liability Insurance Disclosure by Insurers Instrument 2010 made by the Prudential Regulation Authority (PRA) and Financial Conduct Authority (FCA) the **Insurer** will be required to provide some of the **Insureds** information to the Employers Liability Tracing Office (ELTO)

The information supplied by the **Insurer** in accordance with this requirement will be added to an electronic database that will be managed by the Employers Liability Tracing Office (ELTO) and will be subject to periodic update and certification and will be audited annually

Access to the database and the information stored on it will assist claimants their appointed representatives employers liability insurers and other persons or entities with legal access to the information to

- identify which insurer or insurers provided employers liability insurance during the relevant period(s) of employment and
- identify the relevant employers liability insurance policies

The information supplied to the Employers Liability Tracing Office (ELTO) will include

- policy number(s)
- Employers previous and current names and addresses (including subsidiary companies)
- Coverage dates
- Companies house reference numbers where relevant
- Her majesty's revenue and custom employer reference numbers

Data Protection – How we use your personal information

The **Insurer** is registered for the purposes of processing personal data Information provided to the **Insurer** may be held whether or not a product is purchased on computer paper file or other format The **Insurer** will hold this information for a reasonable period of time to ensure that a clear and complete history of insurance enquiries applications policy records and transactions is maintained

The **Insurer** may use credit reference and fraud prevention agencies to help the **Insurer** make decisions What the **Insurer** does and how both the **Insurer** and credit reference and fraud prevention agencies will use the **Insureds** information is detailed under Credit Search and Identity Check below

By the confirming agreement to proceed the **Insured** is accepting that the **Insurer** may use the **Insureds** information in this way

The information (some of which may be sensitive data) may be used to process and administer the insurance provided by the **Insurer**. It may also be used or disclosed to regulators for the purposes of monitoring and enforcing the **Insurers** compliance with any regulation. Occasionally the **Insureds** personal information may be disclosed to selected third parties who are helping the **Insured** improve their service.

If the **Insured** moves to a new insurance provider the **Insurer** may confirm certain details relating to the **Insureds** insurance to them. The **Insurer** will only do this where the **Insurer** is satisfied that it is a genuine request.

If the **Insurer** receives a request for policy information by an individual other than the **Insured** the **Insurer** will check that the **Insured** has given permission to do this.

Sensitive personal data will not be used for marketing purposes.

Credit Search and Identity Check

The **Insurer** will use information obtained from credit reference agencies who will check the details supplied against any database public or otherwise. This helps the **Insurer** to confirm the identity of the **Insured** and allows the **Insurer** to decide which payment options can be offered for example paying by instalments.

If the **Insurer** conduct an identity check a record of this will be retained by the credit reference agencies and may be provided to other organisations to assist with verification and identification purposes. The **Insured** will see a record of this identity check if they request a credit report. These searches do not affect the **Insureds** credit record or credit rating in any way. The **Insured** can request a credit report from any credit referencing agency.

Fraud Prevention and Detection

The **Insurer** may check the **Insureds** information against a range of registers and anti-fraud databases for completeness and accuracy. The **Insurer** may also share information with law enforcement agencies other organisations and public bodies.

If the **Insurer** find that false or inaccurate information has been given to the **Insurer** or the **Insurer** suspects fraud the **Insurer** will take appropriate action. If fraud is identified details will be passed to fraud prevention agencies. Law enforcement agencies may access and use this information. The **Insurer** and other organisations including those from other countries may also access and use this information to prevent fraud and money laundering for example when

- checking details on application for credit and credit related or other facilities
- managing credit and credit related accounts and facilities
- recovering debt
- checking details on proposals and claims for all types of insurance
- checking details of job applicants and employees

Please contact the **Insurer** at Origin UW Limited 20 Mount Ephraim Road Tunbridge Wells Kent TN1 1ED if details of the registers and fraud prevention agencies are required.

The **Insured** can ask for a copy of the personal information held about them by writing to the Compliance Department, Origin UW Limited 20 Mount Ephraim Road Tunbridge Wells Kent TN1 1ED.

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THE CONTRACT OF INSURANCE AND THE UNDERWRITERS

This Policy is underwritten by certain Underwriters at Lloyds and other insurance companies (hereinafter called the 'Underwriters') and is administered by Origin UW Limited in accordance with the authority granted under binding authority agreement(s)

In consideration of payment of the premium the liability of an Underwriter under this contract is several and not joint with other insurers party to this contract to indemnify the **Insured** within the limits terms conditions and exclusions of this Policy against the events set out in the sections operative and occurring in connection with the **Business** during the Period of Insurance and any subsequent period for which the **Insured** pays and the Underwriter agrees to accept a premium

An Underwriter is not jointly liable for the proportion of liability underwritten by any other Underwriter nor is an Underwriter otherwise responsible for any liability of any other Underwriter that may underwrite this contract

The proportion of liability under this contract underwritten by an Underwriter (or in the case of a Lloyds syndicate the total of the proportions underwritten by all the members of the syndicate taken together) is shown below

Where the Underwriter is a Lloyds syndicate each member of the syndicate (rather than the syndicate itself) is an Underwriter Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together) The liability of each member of the syndicate is several and not joint with other members A member is liable only for that members proportion A member is not jointly liable for any other members proportion Nor is any member responsible for any liability of any other Underwriter that may underwrite this contract The business address of each member is Lloyds One Lime Street London EC3M 7HA The identity of each member of a Lloyds syndicate and their respective proportion may be obtained by writing to Marker Services at the above address

Although reference is made at various points in this clause to 'this contract' in the singular where circumstances so require this should be read as reference to contracts in the plural

Each underwriter is only liable in respect of the cover provided under the Section(s) of this Policy shown against them below and not any other Section

| | |
|------------------------|--|
| Legal Expenses Section | AmTrust Europe Limited authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority and administered by ARAG plc (FCA Register No 452369) authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority |
| All other Sections | Liverpool Victoria Insurance Company Limited registered in England and Wales number 3232514 is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority register number 202965 |

The **Insured** has provided information to the **Insurer** which includes but is not limited to the information detailed in the Statement of Fact The **Insured** agrees that all information provided to the **Insurer** is true and is incorporated in and forms the basis of the Policy



Signed for and on behalf of the Underwriters

Dawn Henderson Managing Director

Origin UW Limited is Registered in England and Wales No 08650779

Registered Office: First Floor 20 Mount Ephraim Road Tunbridge Wells Kent TN1 1ED

This Policy is a legal contract The **Insured** must tell the **Insurer** about any facts or changes which affect the Insurance which have occurred either since the Policy was incepted or since the last renewal date The **Insured** should consider General Condition 28 -Alteration where any change in risk shall allow the **Insurer** to avoid a claim or impose additional terms or conditions

If the **Insured** is not sure whether certain facts are relevant they should ask their insurance agent or speak to the office of Origin UW Limited If the **Insured** do not tell the **Insurer** of relevant changes your Policy may not be valid or the Policy may not fully cover the **Insured**

The **Insured** should keep a written record (including copies of letters) of any information that you provide to the **Insurer** of the insurance agent when the **Insured** renews this Policy

The **Insured** can check this information on the Financial Conduct Authority register by visiting the FCA's website www.fca.org.uk/register or by contacting the Financial Conduct Authority on 0800 111 6768 Information relating to the Prudential Regulation Authority can be found at www.bankofengland.co.uk/pru

GENERAL DEFINITIONS

(Applicable to the whole Policy wherever these words appear starting with a capital letter and in bold except where indicated otherwise)

Asbestos

Crocidolite amosite chrysotile fibrous actinolite fibrous anthophyllite or fibrous tremolite or any mixture containing any of those minerals

Asbestos Dust

Fibres or particles of **Asbestos**

Asbestos Containing Materials

Any material containing **Asbestos** or **Asbestos Dust**

Building(s)

The Buildings belonging to the **Insured** or for which they are responsible at the **Premises** being unless otherwise stated in the Schedule are

- occupied solely by the **Insured** for the **Business**
- constructed solely of brick stone concrete or other non-combustible materials and with slates tiles concrete or metal
- lit by electricity
- heated solely by low pressure hot water apparatus oil or gas fired space heaters fed from fuel tanks in the open or from public supply or electrical appliances
- such that incorporate permanent foundations below ground level
- capable of being properly secured

Unless otherwise stated any item for the insurance of **Buildings** including

- landlord's fixtures and fittings walls gates and fences
- fixed glass and sanitaryware
- small outside buildings annexes gangways conveniences and other small structures
- extensions communicating with the **Buildings**
- roads car parks yards paved areas pavements and footpaths
- security cameras and lights
- fixed fuel tanks and fixed diesel tanks piping ducting cables wires and associated control gears and accessories and extending to the public means

Business

The Business specified in the Schedule conducted solely from within the **Territorial Limits** including

- the ownership repair and maintenance of the **Premises**
- the provision of fire security and ambulance services at the **Premises**
- provision of first aid but excluding any first aid provide by any qualified medical practitioner or nurse
- private work undertaken by **Employees** with the consent of the **Insured** or any director or partner of the **Insured**
- the provision and management of sports social and welfare organisations by the **Insured** for the benefit of **Employees**
- the sale or supply of food and drink to **Employees** or visitors

Business Hours

The period during which the **Premises** are actually occupied by the **Insured** or any **Employees** for the purposes of the **Business**

Computer Equipment

- Electronic computer or other data processing and/or storage equipment including
 - projectors printers scanners and other peripheral devices used in conjunction therewith
 - software and programs licensed to the **Insured** and installed thereon
- **Portable Computer Equipment**

Contractors

Any person persons company firm or organisation which is or are on the **Premises** for the purpose of carrying out construction alteration extension or repairs to **Buildings** or **General Contents**

Damage

Accidental loss or destruction of or physical damage to the **Property Insured**

Dangerous Goods

Those dangerous substances included in UN Classes 1-9 and any other substances presenting a similar hazard

Defined Perils

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

Employee(s)

- Any person under a contract of service or apprenticeship with the **Insured** or
- Any of the following persons whilst working for the **Insured** in connection with the **Business**
 - Any labour master or labour only subcontractor or person supplied by them
 - Any self-employed person providing labour only
 - Any trainee or person undergoing work experience
 - Any voluntary helper
 - Any person who is hired to or borrowed by the **Insured**

Excess(es)

The amount for which the **Insured** is responsible for each and every claim or loss as specified in the Schedule or in the Policy

General Contents

The contents of the **Buildings** used in connection with the **Business** belonging to the **Insured** or for which the **Insured** is legally responsible including

- machinery plant trade utensils tools implements
 - office equipment and machinery
 - patterns models moulds plans and designs
 - deeds documents manuscripts and business books but only for the cost of the materials and clerical labour expended in reproducing such records subject to a maximum of £5,000 for any one loss
 - computer system records but only for the cost of the materials and of clerical labour and the computer time expended in reproducing such records subject to a maximum of £25,000 for any one loss
 - wines and spirits kept for entertainment purposes subject to a maximum of £500 for any one loss
 - directors' partners' or **Employees'** personal effects clothing pedal cycles tools and instruments unless otherwise insured subject to a maximum of £500 per person for any one loss
 - visitors' personal belongings subject to a maximum of £500 for any one loss
- but excluding **Computer Equipment** and other **Property** more specifically insured

Hacking

Unauthorised access to any computer or other equipment or component or system or item which processes stores transmits or retrieves data whether the property of the **Insured** or not

Injury

Bodily injury death illness disease or shock causing bodily injury

Insured

The person persons or company named in the Schedule including subsidiary companies notified to and agreed as accepted by the **Insurer**

Insurer

The Underwriters as set out in the section of the Policy headed The Contract of Insurance and the Underwriters

Money

Negotiable Money and **Non-negotiable Money** belonging to the **Insured** or for which the **Insured** are responsible

Negotiable Money

Cash bank and currency notes credit cards telephone cards uncrossed cheques uncrossed postal orders luncheon vouchers current postage stamps trading stamps National Insurance stamps not affixed to cards Holiday with Pay stamps National Savings stamps unexpired units in franking machines gift tokens consumer redemption vouchers mobile telephone vouchers and telephone cards

Non-negotiable Money

Crossed cheques crossed postal orders crossed bankers drafts National Insurance stamps fixed to cards National Savings certificates Premium Bonds credit sales vouchers or receipts and VAT purchase invoices

Offshore

Embarkation on to a vessel or aircraft for conveyance at the point of final departure to an offshore rig or platform until disembarkation from the conveyance on to land upon return from such offshore rig or platform

Portable Computer Equipment

- Laptops palmtops and notebooks
- Personal digital assistants (PDAs)
- Projectors printers scanners and other peripheral devices which are designed to be carried and used in conjunction with other Portable Computer Equipment
- Removable satellite navigation system

Premises

The **Buildings** and the land inside the boundaries used for the **Business** at the risk address(es) stated in the Schedule

Principal

Any public authority government body company firm organisation or person for whom the **Insured** is undertaking work

Products

Any goods or other property including containers packaging labelling and instructions for use sold supplied delivered erected repaired serviced altered treated installed processed manufactured or tested by the **Insured** in connection with the **Business** and not in the charge or control of the **Insured**

Property

Material property

Property Insured

Property as stated in the Schedule

Refrigerated Goods

Any goods which ordinarily are placed in a refrigeration unit for the purpose of preservation

Shopfront

The windows doors frames signs external blinds and walling including security fittings and fixed associated electrical equipment all forming part of the front of the **Building**

Stock

Stock and materials in trade including raw materials work in progress and finished goods the property of the **Insured** and goods in trust for which the **Insured** is responsible

Tenants Improvements

All improvements alterations and decorations effected by or on behalf of the **Insured** as occupier of the **Premises**

Territorial Limits

Great Britain Northern Ireland the Isle of Man or the Channel Islands or as stated in the Schedule

Transit

A journey for the conveyance of property including but not limited to **Money** to a destination

Unit

A single self-contained portion of the **Buildings**

Unoccupied

Any **Building** or part of any **Building** which is empty or not in use by the **Insured** or any tenant of the **Insured** for more than 30 consecutive days

Virus or Similar Mechanism

Program code programming instruction or any set of instructions intentionally constructed with the ability to damage interfere with or otherwise adversely affect computer programs data files or operations whether involving self-replication or not including but not limited to Trojan horses worms and logic bombs

FINANCIAL DEFINITIONS

Gross Profit

The amount by which the sum of the **Turnover** and the amounts of the closing **Stock** and work in progress exceeds the sum of the amounts of the opening **Stock** and work in progress and the amount of the **Uninsured Working Expenses**

Estimated Gross Profit

The amount the **Insured** has declared to the **Insurer** as representing not less than the **Gross Profit** anticipated to be earned by the **Business** during the financial year most nearly concurrent with the Period of Insurance or a proportionately increased multiple thereof where the **Indemnity Period** exceeds 12 months

Gross Revenue

The gross receipts of the **Business** from all sources less the cost of consumable goods

Estimated Gross Revenue

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

Turnover

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

Indemnity Period

The period beginning when the **Damage** occurs and ending when the results of the **Business** cease to be affected by the **Damage** but not exceeding the Maximum **Indemnity Period** as stated in the Schedule

Uninsured Working Expenses

The total of

- purchases less discounts received
- discounts allowed
- carriage freight and packaging and
- bad debts

The following **Definitions** apply after account has been taken of the trend of the **Business** and of the variations on or other circumstances affecting the **Business** either before or after the **Damage** or which would have affected the **Business** had the **Damage** not occurred

Annual Turnover

The **Turnover** during the 12 months immediately before the date of the **Damage**

Standard Gross Revenue

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

Standard Turnover

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

Rate of Gross Profit

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

Annual Revenue

The **Gross Revenue** during the 12 months immediately before the date of the **Damage**

GENERAL CONDITIONS

These apply to all Sections of the Policy unless stated to the contrary under the conditions contained in the Sections

1. **Several Liability**

The subscribing insurers obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations

2. **Misrepresentation**

a) The **Insured** must make a fair presentation of the risk to the **Insurer** at inception renewal and variation of the Policy

b) The **Insurer** 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 the **Insured** had made a fair presentation the **Insurer** would not have issued the Policy

The **Insurer** will return the premium paid by the **Insured** unless the failure to make a fair presentation is deliberate or reckless

c) If the **Insurer** would have issued the Policy on different terms had the **Insured** made a fair presentation the **Insurer** will not avoid the Policy except where the failure is deliberate or reckless but the **Insurer** may instead

- i. reduce proportionately the amount paid or payable on any claim the proportion for which the **Insurer** is liable being calculated by comparing the premium actually charged as a percentage of the premium which the **Insurer** would have charged had the **Insured** 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 **Insurer** would have imposed had the **Insured** made a fair presentation

For the purposes of this clause 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 renewing or varying the Policy as the context requires

3. **Reasonable Precautions**

The Insured shall take all reasonable care

- a) to prevent accidents and any injury or **Damage**
- b) to observe and comply with statutory obligations and regulations
- c) in the selection and supervision of **Employees**
- d) to maintain the **Premises** and everything used in the **Business** in efficient and safe working order
- e) to make good or remedy any defect or danger which becomes apparent and take such additional precautions as circumstances may require

4. **Claims – Action by the Insured**

Whenever anything occurs which might give rise to a claim under this policy the **Insured** will

- a) notify the **Insurer** within thirty days or within seven days in the case of **Damage** or consequential loss by riot civil commotion strikers locked-out workers
- b) notify the **Insurer** immediately upon being advised of any prosecution inquest or enquiry connected with any injury **Damage** or consequential loss which may form the subject of a claim under this Policy
- c) notify the police as soon as it becomes evident that any **Damage** has been caused by theft or malicious persons
- d) pass immediately and unacknowledged any letter of claim to the **Insurer**
- e) carry out and permit to be taken any action which may be reasonably practicable to prevent further **Damage** or consequential loss

- f) retain unaltered and unrepaired anything in any way connected with the injury **Damage** or consequential loss for as long as the **Insurer** may reasonably require
- g) at his own expense produce and furnish to the **Insurer** such books of account and other documents proofs information explanation and other evidence as may reasonably be required by the **Insurer** for the purpose of investigating or verifying the claim together with if required a statutory declaration of the truth of the claim and of matters connected therewith
- h) not pay or offer or agree to pay any money or make any admission of liability with regard to any letter of claim

5. **Claims – Rights of the Insurer**

The **Insurer** having been advised of a claim or of an occurrence which might give rise to a claim under this Policy shall be entitled

- a) to enter the premises where the loss has occurred without incurring any liability and without diminishing the right of the **Insurer** to rely on the terms or Conditions of this Policy and may take and keep possession of any of the **Property Insured** for all reasonable purposes and deal with the salvage in any reasonable manner
- b) to undertake in the name of the **Insured** the defence control or settlement of any claim and for its own benefit take proceedings in the name of the **Insured** for the purpose of mitigating the loss or of enforcing any rights or remedies or of obtaining relief or indemnity from other parties whether prior to or after payment of any claim has been made
- c) at its sole option to indemnify the **Insured** by payment reinstatement replacement or repair in respect of any property lost damaged or destroyed or any part thereof

The **Insurer** will not be bound to reinstate exactly or completely but only as circumstances permit in a reasonably sufficient manner and will not in any case expend in respect of any one **Item** insured more than the Sum Insured thereon

6. **Cancellation by the Insurer**

In addition to the **Insurers** rights set out elsewhere in the Policy including but not limited to Condition 2 Misrepresentation and Condition 8 Fraud where there is a valid reason for doing so the **Insurer** has the right to cancel this Policy at any time giving fourteen days notice by recorded delivery letter to the last known address of the **Insured** The notice will set out the reason for cancellation

Valid reasons for cancellation may include but are not limited to

- a) non payment of premium including if the premium for this Policy is paid by instalments and in the event that the **Insured** fails to pay one or more instalments whether in full or in part In the event that a premium payment is missed the **Insurer** will write to the **Insured** notifying them that a payment has been missed and requesting payment by a specific date If payment is not received by the **Insurer** by the specific date the **Insurer** will send a final letter to the **Insured** requesting payment by a final date which will be set out in the final letter If payment is not received by the final date the **Insurer** will cancel the Policy with immediate effect The **Insured** will be notified in writing if the Policy is cancelled
- b) continued failure by the **Insured** to comply with the terms and conditions of this Policy
- c) failure by the **Insured** to allow the **Insurer** to complete a survey where the Policy has been issued or renewed subject to a survey
- d) failure by the **Insured** to adhere to or implement any risk improvement requirements or conditions required by the **Insurer** including any changes required by any survey or claims adjusters report within a reasonable period of time as advised by the **Insurer**
- e) material change in the risk or the sum insured
- f) failure by the **Insured** to cooperate with the **Insurer** or provide the **Insurer** with information or documentation reasonably required by the **Insurer** and the lack of cooperation by the **Insured** affects the **Insurers** ability to process a claim or defend the **Insurers** interests or make risk based underwriting decisions In this case the **Insurer** will write to the **Insured** giving notice of cancellation of this Policy in the event that the **Insured** does not cooperate to provide the information or documentation reasonably required within a period of fourteen days starting from the date provided in the letter
- g) the **Insureds** use of threatening abusive or intimidating behaviour or inappropriate language or bullying of the **Insurers** staff or suppliers

If the **Insurer** does cancel this Policy provided no claim has been made or incident has arisen which is likely to give rise to a claim during the current Period of Insurance the **Insured** will be entitled to a proportionate return of the premium

and tax for the unexpired Period of Insurance. The amount of premium refund payable will be reduced by all unpaid premiums or unpaid instalments due.

7. Cancellation – Rights of the Insured

The Insured has the right to cancel the cover within fourteen days from the commencement of cover or the receipt of the Policy whichever is the later (this period is referred to as the “cooling off period”). The **Insured** should exercise this right by contacting their insurance adviser or by writing to the **Insurer**.

If the **Insured** does exercise their right to cancel during the “cooling off period” they will be entitled to a return of premium. Any return of premium will be calculated on a proportionate basis less an administration charge of £25 to cover operational costs provided that no claim has been made or incident has arisen which is likely to give rise to a claim in which case the annual premium will be payable to the **Insurer**. The amount of premium to be refunded under this Condition will be reduced by all unpaid premiums or unpaid instalments due.

If the **Insured** does not exercise their right to cancel during the “cooling off period” the Policy premium becomes due and they may not be entitled to a refund of premium and the Policy may run for its full term.

If the “cooling off period” has expired the **Insured** may cancel the Policy during the Period of Insurance by giving fourteen days notice in writing to their insurance adviser or by writing to the **Insurer**. Provided no claim has been made or incident has arisen which is likely to give rise to a claim during the current Period of Insurance they will be entitled to a proportionate return of the premium paid. The amount of any premium to be refunded will be reduced by all unpaid premiums or unpaid premium instalments due.

In the event of cancellation the **Insured** must return to the **Insurer** the current Certificate(s) of Employers Liability Insurance.

8. Fraud

If the **Insured** or anyone acting on behalf of the **Insured**

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

the **Insurer** will

- i. refuse to pay the whole claim and
- ii. recover from the **Insured** any sums that it has already paid in respect of the claim

The **Insurer** may also notify the **Insured** that it will be treating the Policy as having terminated with effect from the date of the earliest of any of the acts set out in 8. a) b) c) or d) above. In that event the **Insured** will

- a) have no cover under the Policy from the date of the termination and
- b) not be entitled to any refund of premium

9. Subrogation

Any Claimant under this Policy shall at the request and expense of the **Insurer** take or permit to be taken all necessary steps for enforcing rights against any other party in the name of the **Insured** before or after the Insurer makes any payment.

The **Insurer** agrees to waive any such rights to which the **Insurer** might become entitled by subrogation against any company standing in relation of parent to subsidiary or subsidiary to parent to the **Insured** or against any company which is a subsidiary of a parent company of which the **Insured** are themselves a subsidiary in each case within the meaning of the Companies Act or Companies (Northern Ireland) Order current at the time of **Damage**.

10. Disputes

- a) All matters in difference between the **Insurer** and the **Insured** arising under out of or in connection with this Policy including formation and validity and whether arising during or after the Period of Insurance shall be referred to an arbitration tribunal in the manner hereinafter set out
- b) Unless the **Insurer** and the **Insured** agree the appointment of a sole arbitrator within 14 days of one receiving a written request from the other for arbitration the claimant the party requesting arbitration shall appoint his arbitrator and give written notice thereof to the respondent Within 30 days of receiving such notice the respondent shall appoint its arbitrator and give written notice thereof to the claimant failing which the claimant may apply to the appointor hereafter named to nominate an arbitrator on behalf of the respondent
- c) Before they enter upon a reference the two arbitrators shall appoint a third arbitrator Should they fail to appoint such a third arbitrator within 30 days of the appointment of the respondent's arbitrator then either of them or either of the parties may apply to the appointor for the appointment of the third arbitrator The three arbitrators shall decide by majority If no majority can be reached the verdict of the third arbitrator shall prevail The third arbitrator shall also act as chairman of the tribunal
- d) Unless the **Insurer** and the **Insured** otherwise agree the arbitration tribunal shall consist of persons including those who have retired with not less than ten years' experience of insurance or reinsurance as persons engaged in the industry itself or as lawyers with not less than ten years' experience of insurance or reinsurance
- e) The arbitration tribunal shall so far as is permissible under the law and practice of the place of arbitration have power to fix all procedural rules for the holding of the arbitration including discretionary power to make orders as to any matters which it may consider proper in the circumstances of the case with regard to pleadings discovery inspection of the documents examination of witnesses and any other matter whatsoever relating to the conduct of the arbitration and may receive and act upon such evidence whether oral or written strictly admissible or not as it shall in its discretion think fit
- f) The appointor shall be the Managing Director for the time being of Origin UW Limited If for any reason such persons decline or are unable to act then the appointor shall be the Judge of the appropriate Courts having jurisdiction at the place or arbitration
- g) All costs of the arbitration shall be determined by the arbitration tribunal who may taking into account the law and practice of the place of arbitration direct to and by whom and in what manner they shall be paid
- h) The place of arbitration may be chosen by **Insurer** and **Insured** but in default of such choice the place of arbitration shall be London
- i) The award of the arbitration tribunal shall be in writing and binding upon the **Insurer** and the **Insured** who consent to carry out the same

11. Choice of Law and Jurisdiction

The laws of England and Wales shall be the law under which all disputes and or conflicts under this insurance shall be governed and English courts shall have exclusive jurisdiction over any matter relating to this insurance

12. Contracts (Rights of Third Parties) Act 1999

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

13. Non Invalidation

This Policy shall not be invalidated by

- a) any act or omission or by any alteration unknown to or beyond the control of the **Insured** by which the risk of damage is increased provided that the **Insured** shall give notice to the **Insurer** and pay an additional premium if required immediately they become aware of such act omission or alteration
- b) workmen on the **Premises** carrying out repairs general maintenance or minor structural or other alterations

14. Discharge of Liability

The **Insurer** may at any time pay to the **Insured** in connection with any claim or series of claims

- a) the Limit of Indemnity or
- b) the Sum Insured or
- c) a lesser amount for which such claim or claims can be settled after deduction of any sums already paid and less the amount of any **Excess**

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

15. **Protections**

The **Insured** must

- a) ensure that all security precautions in force at the Premises at the inception of this Policy or subsequently as stipulated by or agreed by the **Insurer** shall be in full operation securing the **Premises** whenever the **Premises** are closed for business or **Unoccupied**
- b) remove all keys including duplicate keys relative to the security of the **Business** from the **Premises** within which the **Insured** or an authorised keyholder resides when the **Premises** are closed for business or **Unoccupied**

16. **Intruder Alarm**

This Condition applies if an intruder alarm is required by the **Insurer** in respect of any **Premises** covered by the Policy

It is a condition precedent to liability that in respect of any System at the **Premises** or part of the **Premises**

- a) the System is installed in accordance with any specification which has been agreed by the **Insurer**
- b) the System shall be maintained in full and efficient working order under a contract to provide both corrective and preventative maintenance with the installers or otherwise approved in writing by the **Insurer**
- c) no alteration to or substitution of
 - i. any part of the System
 - ii. the procedures agreed by the **Insured** and the **Insurer** for police or any other response to any activation of the System
 - iii. the maintenance contract
 shall be made without the written agreement of the **Insurer**
- d) the Alarmed Premises shall not be left without at least one Responsible Person therein without the agreement of the **Insurer**
 - i. unless the System is set in its entirety with the means of communication used to transmit signals in full operation except as provided in paragraph i) below
 - ii. if the Police Authority have withdrawn their response to alarm calls
- e) all keys to the System are removed from the **Premises** when the **Premises** are left unattended
- f) the **Insured** maintains secrecy of codes for the operation of the System and no details are left on the **Premises**
- g) the **Insured** shall appoint at least two Keyholders and lodge written details (which must be kept up to date) with the alarm company and the Police Authority
- h) in the event of notification of any activation of the System or interruption in the means of communication during any period that the System is set a Keyholder shall attend the **Premises** within twenty minutes of being notified of any such activation or interruption and shall not leave the **Premises** without at least one Responsible Person remaining therein until the provisions in paragraph d) above have been complied with unless specifically agreed in writing by the **Insurer**
- i) in the event of the **Insured** receiving notification from
 - i. the Police Authority that Police attendance in response to alarm signals or calls from the System may be withdrawn or the level of response reduced
 - ii. a Local Authority or Magistrate imposing any requirement for abatement of nuisance

- iii. the installing company or other such company as agreed by the **Insurer** that the System cannot be returned to or maintained in full working order (except as provided for in paragraphs h) and i) above) the **Insured** shall advise the **Insurer** as soon as possible and in the event not later than 10am on the next working day of the **Insurer** and comply with any subsequent requirements stipulated by the **Insurer**

For the purposes of this Condition the following definitions apply

System

The component parts of the Intruder Alarm System including the means of communication used to transmit signals

Alarmed Premises

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

Responsible Person

The **Insured** or any person authorised by the **Insured** to be responsible for the security of the **Premises**

Any third party shall not be deemed to be a Responsible Person unless agreed by the **Insurer** in writing

Keyholder

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

17. Risk Improvement Requirements

All Risk Improvement Requirements notified to and agreed by or on behalf of the **Insured** shall be complied with and continue to be complied with during the whole currency of the Policy

18. Payment of Premium and Relevant Taxes

The Premium under this Policy is deemed to be the total gross premium paid by the **Insured**

The **Insured** will pay the Premium and any relevant taxes when due otherwise the Policy will be cancelled from the date when the Premium and Taxes were due

19. Excess

The **Insured** will repay to the **Insurer** the amount of any **Excess** for which the **Insurer** has made payment

20. Other Insurances

If at the time of any **Damage** or injury there is any other insurance other than a more specific insurance covering the same property or liability or contingency the **Insurer** will not be liable for more than its rateable proportion thereof and the **Insured** will declare to the **Insurer** the existence and terms of any other such insurance and will do all things necessary to secure payment of the relevant proportion of the claim by the other insurance In respect to the Employers Liability Section and the Public & Products Liability Section the liability hereunder shall apply as excess of and not as contributory with such other Insurance

21. Liability of the Insurer

Unless stated otherwise the liability of the **Insurer** in any one Period of Insurance under this Policy shall not exceed

- a) in the whole the Total Sum Insured or in respect of any Item its Sum Insured or any other Limit of Liability or Limit of Indemnity stated in the Policy at the time of the **Damage**
- b) the Sum Insured or Limit of Liability or Limit of Indemnity remaining after deduction for any other **Damage** or interruption or interference consequent upon **Damage** occurring during the same Period of Insurance unless the provisions within any relevant clause relating to Automatic Reinstatement of Sum(s) Insured have been complied with

All the Limits of Indemnity stated in the Schedule and all limits on the liability of the **Insurer** stated elsewhere in this Policy shall be the maximum amount payable by the **Insurer** in the circumstances stated in the Schedule or elsewhere in this Policy irrespective of the number of persons claiming indemnity under this Policy in respect of any insured event during any Period of Insurance

For the purposes of the Limits of Indemnity and all other limits on the liability of the **Insurer** all of the persons claiming indemnity under this Policy shall be treated as one party or legal entity so that there will be only a single contract of insurance between the **Insurer** as one party and all the persons claiming indemnity as the other party

22. **Inflation Provision**

The Sums Insured (and Declared Values where Day One cover applies) on the following items of **Property Insured** under the Property All Risks and Specified All Risks Sections of this Policy (where applicable) are increased at each Renewal Date by the annual percentage movement of indices shown below (or alternative indices as specified by the **Insurer**)

| Property Insured | Index |
|-------------------------|---|
| Buildings | Royal Institute of Chartered Surveyors BCIS Building Cost Index |
| General Contents | General Index of Retail Prices |

Sums Insured and Declared Values to which Day One cover applies will be increased annually and other Sums Insured will be adjusted monthly (by adding one twelfth of the annual increase each month throughout the Period of Insurance)

23. **Unoccupied Buildings**

It is a condition precedent in respect of any **Unoccupied Buildings** that

- a) mains services shall be switched off and the water system drained unless
 - i. electricity is needed to maintain any fire or intruder alarm system in operation
 - ii. mains services are needed to maintain any sprinkler system(s) in full working order In these circumstances heating must be maintained at a minimum temperature of five degrees Centigrade
- b) the **Buildings** shall be inspected thoroughly both internally and externally at least weekly by the **Insured** or employees of the **Insured** and
 - i. a record maintained of such inspections
 - ii. all defects in security and maintenance are rectified immediately
- c) accumulations of combustible materials shall be removed during inspection
- d) the **Buildings** shall comply with the security level requirements stated in the Schedule and be secured against unlawful entry including the setting of all security locking and other security mechanisms in operation

The **Insurer** shall also have the right to vary the terms or cancel cover where appropriate

24. **Waste Condition**

It is a condition precedent to the liability of the **Insurer** in respect of **Damage** by Fire or Explosion that the **Insured** must ensure that

- a) all combustible trade refuse shall be removed from the buildings at the end of each working day
- b) all waste or refuse outside the buildings is stored in
 - i. non-combustible closed lidded containers
 - ii. waste containers kept at least ten metres from any building or other property and removed from the **Premises** when the containers are full

25. **Stillage Condition**

General Contents and **Stock** which are moveable in any basement or cellar must be raised at least ten centimetres above the floor

26. **Smoking Condition**

It is a condition precedent to liability that the **Insured** will

- a) enforce a no smoking policy at the **Premises** which complies with current legislation
- b) only allow smoking in clearly marked specifically designated smoking areas which comply with current legislation
- c) in all designated smoking areas provide metal receptacles with metal lids for the safe disposal of waste smoking materials

- d) 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**

27. **Sanctions**

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover payment of such claim or provision of such benefit would expose that (re)insurer to any sanction prohibition or restriction under United Nations resolutions or the trade or economic sanctions laws or regulations of the European Union United Kingdom or United States of America

28. **Alteration**

The **Insured** must notify the **Insurer** as soon as possible if during the Period of Insurance there is any alteration

- a) in or to the **Business**
- b) to or at the **Premises**
- c) to the facts or matters set out in the Statement of Fact or otherwise comprising the risk presentation made by the **Insured** to the **Insurer** at inception renewal or variation of the Policy which materially increases the risk of injury loss **Damage** or liability

Upon being notified of any such alteration the **Insurer** may at its absolute discretion

- a) continue to provide cover under this Policy on the same terms
- b) restrict the cover provided under the Policy
- c) impose additional terms
- d) alter the premium
- e) cancel the Policy

If the **Insured** fails to notify the **Insurer** of any material alteration of the risk the **Insurer** may

- a) treat the Policy as if it had come to an end as at the date of the alteration of the risk returning a proportionate amount of the premium for the unexpired Period of Insurance if the **Insurer** would have cancelled the Policy had it known of the increase in risk
- b) treat the Policy as if it had contained such terms other than relating to the premium or other restrictions if any from the date of alteration in risk as the **Insurer** would have applied had it known of the increase in risk
- c) reduce proportionately the amount paid or payable on any claim the proportion for which the **Insurer** is liable being calculated by comparing the premium actually charged as a percentage of the premium which the **Insurer** would have charged had it known of the increase in risk

29. **Bona Fide Subcontractors**

In respect of the **Insureds** liability at law for any claim arising out of or in connection with work undertaken for or on behalf of the **Insured** by independent contractors (bona fide subcontractors) the **Insured** will at the time of appointing such contractors and at least annually thereafter obtain written evidence that such contractors have in force throughout the duration of their contract with the **Insured** policies of insurance covering Public Liability including Inefficacy and Contractual Liability and Products Liability including Products Inefficacy Liability insurance providing cover for legal liability for **Injury** to any person and physical loss of or physical damage to material property with Limits of Indemnity of not less than £2,000,000 and containing an Indemnity to Principal clause or extension

Cover for Inefficacy and Products Inefficacy is only required where Alarm or Security Equipment installation and maintenance is carried out by independent contractors (bona fide subcontractors)

No claim will be payable under this Policy in relation to work undertaken for or on behalf of the **Insured** by independent contractors (bona fide subcontractors) unless the **Insured** shall have retained a copy of such written evidence of the policies of insurance held by such contractors being a copy of the current relevant insurance policy and schedule or other written proof

30. **Employee and Subcontractors Vetting**

Unless the **Insured** is an organisation accredited under the Security Industry Authority Register of Approved Contractors the **Insured** will at all times obtain satisfactory references in respect of

- a) all **Employees** before any person is employed

- b) all subcontractors before any subcontractors are engaged in accordance with
 - i. British Standard BS7858 Code of Practice for Security Screening of Personnel employed in a Security Environment and or British Standard BS7499 Manual Security Services Part 1 Code of Practice for Static Guarding and Mobile Control Services or any amendment thereto in respect of **Employees** engaged in guarding activities or the provision of key holding services or security installation servicing or maintenance services or activities or
 - ii. British Standard BS7960 Code of Practice for Door Supervisors/Stewards or any amendment thereto in respect of **Employees** engaged in door supervising activities or stewarding work

The requirement for references in respect to British Standard BS7858 is operative only where Security Industry Association licensable activities are undertaken and the **Insured** is not a Security Industry Association Approved Contractor

A written record of any verbal reference shall be made at the time it is obtained and the original copy of each reference and the record of any verbal reference shall be retained by the **Insured** and shall be made available for inspection by the **Insurer** on request

General Condition 30 applies only to

- a) Extension 16 – Inefficacy and Contractual Liability and Extension 17 – Products Inefficacy under the Public and Products Liability Section
- b) the Money Section and
- c) the Fidelity Guarantee Section

31. **Hot Work Precautions Condition**

It is a condition precedent to the liability of the **Insurer** that whenever **Contractors** or **Workmen** are engaged in work involving the use of heat equipment whilst on the **Premises** the following precautions are taken

- a) All Fire Protection Systems will be fully operational
- b) At least one 2 gallon water filled fire extinguisher per each item of heat equipment will be readily available
- c) All combustible materials within 10 metres of the site of the work will be removed
- d) Where materials cannot be removed they will be covered by non combustible blankets drapes or screens
- e) A responsible person will maintain a continuous watch in the vicinity of the hot work on the site for at least 30 minutes after the cessation of the work each day and make further checks at regular intervals during the next 30 minutes
- f) The **Insured** will ensure that a Hot Work Permit as agreed by the **Insurer** is completed for each continuous period of work involving the use of heat equipment

GENERAL EXCLUSIONS

These apply to all Sections of the Policy and all Clauses Endorsements and Extensions unless stated to the contrary under the Exclusions contained in the Sections

This Policy does not cover

1. **War**

- a) loss or damage to any property or any loss cost or expense or consequential loss whatsoever
- b) legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from any of the following regardless of any other cause or occurrence contributing concurrently or in any sequence to the loss damage cost expense or liability
 - i. war invasion act(s) of foreign enemies hostilities or warlike operators whether war be declared or not civil war rebellion revolution insurrection civil commotion assuming the proportions of or amounting to an uprising military or usurped power or confiscation or nationalisation or requisition by or under the order of any government or public or local authority
 - ii. any action taken in controlling preventing suppressing or in any way relating to i. above

2. **Radioactive Contamination**

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

- a) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
- b) the radioactive toxic explosive or other hazardous or contaminating properties of any nuclear installation reactor or other nuclear assembly or nuclear component thereof
- c) the use of any explosive nuclear weapon or other device utilizing radioactive material and/or matter and/or ionising radiation and/or atomic or nuclear fission and/or fusion or other like reaction or the emission discharge dispersal or escape of fissile material emitting a level of radioactivity
- d) 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 among people or animals
- e) the emission discharge or dispersal release or escape of any pathogenic disease producing micro- organism(s) and chemically synthesised toxin(s) including genetically modified organisms and chemically synthesised toxins

In respect of bodily injury caused to an **Employee** this Exclusion will only apply where such legal liability is

- i. that of any principal
- ii. accepted under agreement and would not have attached in the absence of such agreement

3. **Sonic Bangs**

loss damage or destruction occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed

4. **Fines or Penalties**

the cost of fines penalties punitive exemplary aggravated liquidated and multiple damages

5. **Pollution or Contamination**

loss damage or destruction from pollution or contamination unless arising in consequence of **Damage** caused by or resulting in a **Defined Peril**

This General Exclusion does not apply to the Public and Products Liability Section and its Extensions and the Goods in Transit Section and its Extensions

6. **Northern Ireland**

loss damage or destruction to any property in Northern Ireland or loss resulting therefrom or any direct or indirect consequential loss caused by or happening through or in consequence of riot civil commotion strikers persons taking part in labour disturbances or malicious persons

7. **Change in Water Table Level**
loss damage or destruction attributable solely to change in the water table level
8. **Consequential Loss or Damage**
loss of use of Property Insured or direct or indirect consequential loss or damage of any kind or description except where specifically included
9. **E-Risks**
- a) loss or destruction of or damage to any **Computer Equipment** as defined below consisting of or caused directly or indirectly by
 - i. programming or operator error whether by the **Insured** or any other person
 - ii. **Virus or Similar Mechanism**
 - iii. **Hacking**
 - iv. Malicious persons
 - v. Failure of external networks
 unless in respect of i. ii. and iii. above such loss or destruction or damage results from a concurrent or subsequent cause not excluded by this or any other Policy Exclusion
 - b) any financial loss or expense of whatsoever nature including but not limited to business interruption resulting directly or indirectly from the type of loss or destruction or damage described in paragraph a) of this Exclusion unless in respect of a) i. ii. or iii. above the financial loss or expense results from a concurrent or subsequent cause not excluded by this or any other Policy Exclusion
 - c) loss or destruction of or damage to any property other than **Computer Equipment** where it arises directly or indirectly out of loss or destruction of or damage to any **Computer Equipment** of the type described in paragraph a) of this Exclusion unless in respect of loss or damage to other property arising from a) i. ii. or iii. above resulting from a concurrent or subsequent cause not excluded by this or any other Policy Exclusion
 - d) loss or destruction of or damage either to **Computer Equipment** or any other property where it consists of or arises directly or indirectly out of
 - i. the erasure loss distortion corruption or unauthorised access to or modification of information on computer systems or other records programs or software by rioters strikers locked-out workers persons taking part in labour disturbances or civil commotions or malicious persons
 - ii. the erasure loss distortion corruption or unauthorised access to or modification of information on computer systems or other records programs or software due to any cause not included in d) i. above
 - iii. any misinterpretation use or misuse of information on computer systems or other records programs or software
 unless in respect of d) ii. and iii. above such loss destruction or damage results from a concurrent or subsequent cause not excluded by this or any other policy exclusion
 - e) any financial loss or expense of whatsoever nature including but not limited to business interruption where it arises directly or indirectly from the type of loss or destruction or damage described in paragraphs c) and d) of the Exclusion unless in respect of c) d) ii. and iii. above the financial loss or expense results from a concurrent or subsequent cause not excluded by this or any other policy exclusion
10. **Computer Date Exclusion**
loss damage cost claim liability or expense whether preventative remedial or otherwise directly or indirectly caused by or consisting of or arising from the failure of any **Computer Equipment** to achieve any or all of the purposes and consequential effects intended by the use of any number to denote a date including the failure
- a) correctly to recognise any date as its true calendar date
 - b) to recognise capture save retain restore and/or correctly to manipulate interpret calculate or process any data or information or command or instruction as a result of treating any date otherwise than its true calendar date

- c) to recognise capture save retain restore and/or correctly to manipulate interpret calculate or process any data or information as a result of the operation of any command which has been programmed into any computer software or firmware being a command which causes the loss of data or the inability to recognise capture save retain restore or correctly to manipulate interpret calculate or process any data on or after any date

This exclusion applies regardless if any other cause or event that contributes concurrently or in any sequence to the loss damage claim liability or expense

11. **Terrorism**

liability death injury loss damage or destruction or any cost or expense of whatsoever nature or wheresoever arising (including consequential loss and damage) directly or indirectly caused by resulting from or in connection with

- a) any act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss
- b) any action taken in controlling preventing suppressing or in any way relating to any act of Terrorism except

- a) 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

- b) that subject otherwise to the terms Conditions and Exclusions of this Policy the **Insurer** will indemnify the **Insured** under the Public and Products Liability Section and its Extensions against all sums which the **Insured** shall become legally liable to pay as damages and claimants costs and expenses directly or indirectly caused by resulting from or in connection with Terrorism provided that the liability of the **Insurer** in respect of all indemnity payable (inclusive of all costs and expenses) under such Section and its Extensions in respect of or arising out of

- a) any one occurrence or all occurrences of a series consequent on or attributable to one original cause or source (other than in respect of or arising out of **Products**) shall not exceed £2,000,000 or the amount of the Limit of Indemnity stated in the Schedule whichever is the less
- b) **Products** shall not exceed in the aggregate £2,000,000 or the amount of the Limit of Indemnity stated in the Schedule whichever is the less in any one Period of Insurance

For the purpose of this Exclusion an act of Terrorism means an act including but not limited to the use of force or violence and/or threat (or perceived threat) thereof of any person or group of persons whether acting alone or on behalf of or in connection with any organisation or government (de jure or de facto) committed for political religious ideological or similar purposes including the intention to influence any government (de jure or de facto) and/or to put the public or any section of the public in fear

In any action suit or other proceedings where the **Insurer** alleges that by reason of this Exclusion any liability death injury loss damage destruction cost or expense is not covered by this Policy (or is covered only up to a specified Limit of Liability) the burden of proving that such liability death injury loss damage destruction cost or expense is covered (or is covered beyond the Limit of Liability) shall be upon the **Insured**

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

PROPERTY ALL RISKS SECTION

COVER

The **Insurer** will pay the **Insured** the amount of loss as stated in the Basis of Settlement if **Damage** occurs during the Period of Insurance within the **Territorial Limits** to **Property Insured** described in the Schedule at the **Premises**

The **Insurer** will not be liable for the **Excess** specified in the Schedule

BASIS OF SETTLEMENT

1. In respect of **Buildings General Contents** and **Computer Equipment** the **Insurer** will pay

a) **Reinstatement**

the cost of reinstatement being

- i. where the property is lost or destroyed in the case of **Buildings** the cost of rebuilding and in the case of **General Contents** or **Computer Equipment** the cost of its replacement by similar property
- ii. where the property is damaged the cost of repairing or restoring the damaged portions

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

b) **European Legislation**

the cost of complying with European Union legislation or Building or other Regulations under or framed in pursuance of any Act of Parliament or Bye Laws of any Public Authority (hereinafter called the Stipulations) being such additional cost of reinstatement of the property as may be incurred with the consent of the **Insurer** solely by reason of the necessity to comply with The Stipulations first imposed upon the **Insured** following **Damage** provided that the reinstatement is completed within twelve months of the occurrence of **Damage** or within such further time as the **Insurer** may allow in writing

c) **Removal of Debris**

the cost of removing debris being the cost incurred with the consent of the **Insurer** in removing debris dismantling demolishing shoring up and propping portions of the property but excluding any costs and expenses

- i. incurred in removing debris from outside the site of the **Premises** at which the **Damage** has occurred other than from the area immediately adjacent to that site
- ii. arising from pollution or contamination of property not insured by this Section

d) **Professional Fees**

the cost of professional fees being those necessarily incurred in the reinstatement of the property but not for preparing any claim

The undernoted provisions apply

a) **European Union Legislation or Public Authority requirements**

The **Insurer** will not be liable for

- i. requirements relating to undamaged property or undamaged portions of property other than foundations (unless foundations are excluded from the insurance provided by this Section)
- ii. any rate tax duty development or other charge or assessment which may arise out of capital appreciation as a result of complying with any of The Stipulations
- iii. any amount in excess of 15% of the Sum Insured of the relevant Item or where the Sum Insured of the relevant Item applies to property at more than one **Premises** 15% of the total amount for which the **Insurer** would have been liable had the **Property Insured** by the Item at the **Premises** where the **Damage** occurred been wholly destroyed

iv. the cost incurred in complying with The Stipulations for which there is an existing requirement which has to be implemented within a given period

b) **Partial Damage**

Where **Damage** occurs to only part of the property the liability of the **Insurer** will not exceed the amount which the **Insurer** would have been liable to pay had the property been wholly destroyed

c) **Reinstatement of Another Site**

The work of reinstatement may be carried out wholly or partially upon another site and in any manner suitable to the requirements of the **Insured** provided that it does not increase the liability of the **Insurer**

d) **Day One (non adjustable)**

Applies only to items of **Property Insured** in the Schedule against which a Declared Value is shown

- i. Declared Value means the assessment of the **Insured** of the value of the **Property Insured** arrived at in accordance with Bases of Settlement 1. a) b) c) and d) at the level of costs applying at the commencement of the Period of Insurance (ignoring inflationary factors which may operate subsequently)
- ii. At the commencement of each Period of Insurance the **Insured** will notify the **Insurer** of the Declared Value of **Property Insured** by each Item shown in the Schedule and in the absence of such declaration the last amount declared by the **Insured** will be taken as the Declared Value for the ensuing Period of Insurance
- iii. The Declared Value for each Item is the amount shown in brackets in the Schedule excluding the provision for inflation
- iv. In the event of loss the liability of the **Insurer** in respect of property to which this provision applies will not exceed the Sum Insured shown in the Schedule for each Item
- v. If at the time of the **Damage** the Declared Value of the **Property Insured** for each Item is less than the value of the **Property Insured** as defined in Bases of Settlement 1. a) b) c) and d) at the inception of the Period of Insurance then the amount otherwise payable by the **Insurer** will be proportionately reduced

e) **Alternative Basis of Settlement**

The liability of the **Insurer** will be limited to the Alternative Basis of Settlement (as defined below)

- i. until the cost of reinstatement has actually been incurred
- ii. if the work of reinstatement is not carried out as quickly as is reasonably practicable
- iii. if at the time of its **Damage** the property is covered by any other insurance effected by or on behalf of the **Insured** and such other insurance is not on the identical basis of reinstatement defined in Basis of Settlement 1. a)
- iv. if it is provided in the Schedule that the Alternative Basis of Settlement applies

Under the Alternative Basis of Settlement the **Insurer** will pay the value of the property at the time of its loss or destruction or the amount of the **Damage** including the costs of complying with The Stipulations removing debris and professional fees as defined in Bases of Settlement 1. b) c) and d) above subject to the provisions and exclusions applying to those Bases of Settlement

For the purpose of the Underinsurance Provision the Insurable Amount will be the total value at the time of the **Damage** of the **Property Insured** of the Item and the additional costs 1. b) c) and d) above

2. In respect of computer system records documents manuscripts and business books the **Insurer** will pay
- a) the value of the materials as stationery
 - b) for the clerical labour and computer time expended in reproducing such computer system records or writing up such documents
 - c) the costs necessarily and reasonably incurred in connection with the reproduction of any information to be recorded

but excluding the value to the **Insured** of the information on or in such computer system records documents manuscripts and business books and subject to the liability of the **Insurer** not exceeding the limit stated in the Definition of **General Contents** or the Sum Insured whichever is the lesser

3. In respect of **Stock** and other insured property not specifically provided for the **Insurer** will pay the value of the property at the time of its loss or destruction or the amount of the damage including the cost of removing debris as defined in the Basis of Settlement 1. c)

The provisions below apply

a) **Contract Price**

In respect only of goods sold but not delivered for which the **Insured** is responsible and with regard to which under the conditions of the sale the sale contract is cancelled by reason of any **Damage** insured either wholly or to the extent of the **Damage** the liability of the **Insurer** will be based on the contract price

b) **Insurable Amount**

For the purpose of the Underinsurance Provision the Insurable Amount is the contract price of those goods to which provision 3. i. applies and the value at the time of **Damage** to all other property

4. In respect of Rent of **Buildings** which suffer **Damage** the **Insurer** will pay

a) if the loss relates to rent receivable by the **Insured** the actual reduction in rent received solely in consequence of the **Damage**

b) if the loss relates to rent payable by the **Insured** in respect of the **Buildings** or the portions of the **Buildings** which are unfit for occupation in consequence of the **Damage**

but the liability of the **Insurer** will be limited to the loss suffered within the period of rent insured (as specified in the Schedule) which commences from the date of the **Damage**

The provision below applies

Insurable Amount

For the purpose of the Underinsurance Provision the Insurable Amount is the annual rent receivable or the annual rent payable at the commencement of the Period of Insurance such amount to be proportionately increased to correspond with the period of rent insured where that period exceeds twelve months

GENERAL PROVISION APPLICABLE TO ALL TERMS

Underinsurance

Under Basis of Settlement 1. (except where Day One applies) 2. 3. or 4. above if at the time of **Damage** the Sum Insured of the relevant Item of property or interest is less than 85% of the Insurable Amount the amount otherwise payable by the **Insurer** will be proportionately reduced

EXTENSIONS

Subject otherwise to the terms of this Section and the Policy

This Section also covers

1. **Other Locations**

Damage to Stock at any storage location up to £25,000 in total or £10,000 at any one location unless otherwise stated in the Schedule provided that **Stock** at the **Premises** is insured by this Section

The **Insurer** will not be liable for

- a) the **Excess** specified in the Schedule
- b) theft unless from a locked **Building**

2. **Temporary Removal**

General Contents temporarily removed from the **Premises** for cleaning renovation or repair for an amount of 15% of the Sum Insured for **General Contents** at the **Premises** or £25,000 whichever if the lesser

The **Insurer** will not be liable for the **Excess** specified in the Schedule

3. **Exhibitions**

Damage to Stock and General Contents in any building at exhibition premises in which the **Insured** is participating as an exhibitor subject to a maximum of £10,000 any one loss provided that such Property at the **Premises** is insured by this Section

The **Insurer** will not be liable for

- a) the **Excess** specified in the Schedule
- b) theft from any stand or display whilst left unattended unless the exhibition premises are closed and secure

4. **Glass**

- a) **Damage** to internal and external plain plate and sheet glass ornamental or bent glass **Shopfront** lettering on glass neon signs and external signs
- b) accidental breakage of sanitary earthenware
- c) the cost of temporary boarding up following accidental breakage
- d) **Damage** to the framework fittings or goods on display in windows by falling glass subject to a maximum of £500 any one loss
- e) **Damage** to alarm foil for which the **Insured** is responsible subject to a maximum of £250 any one loss provided that **Buildings** or **General Contents** at the **Premises** are insured by this Section

The **Insurer** will not be liable for

- a) the **Excess** specified in the Schedule
- b) **Damage** caused by scratching installation removal or repair
- c) **Damage** whilst the **Premises** are **Unoccupied**
- d) **Damage** arising out of any reconstruction or alteration to or repair of the **Premises** glass or neon signs
- e) **Damage** existing prior to the commencement of this insurance
- f) **Damage** consequent upon settlement expansion or contraction of frames or fittings in any new **Building** completed during the twelve months prior to the breakage
- g) **Damage** to any glass which is not fixed
- h) wear and tear gradual deterioration electrical or mechanical breakdown
- i) breakage of bulbs or tubes unless consequent upon **Damage** to neon or illuminated signs
- j) breakage of any glass which does not extend through its entire thickness

5. **Locks and Keys**

following the loss of keys the cost incurred in replacement of locks to the **Buildings** or any **Unit** or to any safe or strongroom within **Buildings** subject to a maximum of £500 for keys to safes or strongrooms and £1,500 in total for any one loss

The **Insurer** will not be liable for the replacement of locks arising from theft of keys from the **Buildings** or any **Unit** out of **Business Hours** or when the **Buildings** or **Unit** are **Unoccupied**

6. **Septic Tanks and Underground Services**

the cost for which the **Insured** is responsible for repair of **Damage** to septic tanks and underground services (including covers) extending from the **Premises** to the public mains subject to a maximum of £25,000 any one loss

The **Insurer** will not be liable for the **Excess** specified in the Schedule

7. **Rented Buildings**

against legal liability for **Damage** occurring during the Period of Insurance to the **Buildings** hired or rented to the **Insured** for the purpose of the **Business** subject to a maximum of £5,000 any one loss provided that **General Contents** at the **Premises** are insured by this Section

The **Insurer** will not be liable

- a) for the **Excess** specified in the Schedule
- b) for liability assumed under a tenancy or other agreement which would not have attached in the absence of such agreement
- c) if the Public and Products Liability Section of this Policy is in force
- d) for loss damage or destruction by theft or attempted theft when the **Buildings** or **Unit** are **Unoccupied**

8. **Extinguishment Expenses**
the reasonable costs incurred by the **Insured** for refilling fire extinguishment appliances and replacing used sprinkler heads subject to a maximum of £25,000 any one loss but not in respect of costs other than as a direct result of insured **Damage**
9. **Metered Water**
the cost incurred by the **Insured** as determined by the Water Supply Undertakings Meter for charges demanded by the Water Supply Undertaking Company following insured **Damage** to water apparatus after the point of the service feed to the **Premises** subject to a maximum of £5,000 any one loss
- The **Insurer** will not be liable for
- a) the **Excess** specified in the Schedule
 - b) any loss damage or destruction not discovered within 180 days of its occurrence
 - c) any loss occurring when the **Buildings** or **Unit** in which the loss occurs are **Unoccupied**
10. **Clearing of Drains**
the reasonable costs incurred by the **Insured** for clearing cleaning or repairing drains gutters sewers and the like for which the **Insured** is responsible subject to a maximum of £10,000 any one loss
- The **Insurer** will not be liable for
- a) the **Excess** specified in the Schedule
 - b) costs other than as a direct result of loss damage or destruction caused by a **Defined Peril**
11. **Designation**
Where necessary the Item heading under which any property is insured will be determined by the designation under which such property appears in the books of the **Insured**
12. **Automatic Reinstatement of Sum(s) Insured**
Unless the **Insurer** gives written notice to the contrary the Sum(s) Insured will be automatically reinstated to the amount of any claim provided that
- a) the **Insured** pays the appropriate additional premium and tax
 - b) in respect of **Damage** by theft (if insured) the automatic reinstatement will apply on the first occasion only in each Period of Insurance
13. **Purchasers Interest**
If the **Insured** has contracted to sell the **Premises** and the purchaser has not insured the **Premises** before completion the purchaser will have the benefit of this Section insofar as it relates to the **Premises** up to the date of completion
14. **Capital Additions**
If during the Period of Insurance alterations are made to any **Buildings** insured or **Buildings** or **General Contents** are acquired or constructed at any **Premises** or elsewhere within the **Territorial Limits** and such additional property is not otherwise insured it will be held covered under the relevant Items of this insurance from the time from which the **Insured** became responsible for it until the next renewal of this insurance at which date specific insurance will be effected
- The Sum Insured (and Declared Value) by each Item will be deemed to be increased for that period only by the value of the additional **Property Insured** under the Item but by not more than 10% and subject to the liability of the **Insurer** not exceeding £250,000 in respect of additional property at any one location
- The **Insured** will pay the appropriate additional premium and tax

15. **Other Interests**

The interest of

- a) any freeholder mortgagee or lessor is noted in the insurance provided by this Section on **Buildings**
- b) other parties supplying property to the **Insured** under a hiring leasing or similar agreement or lending money for its purchase are noted in the insurance provided by this Section on **General Contents** and/or **Computer Equipment**

and in the event if any claim hereunder the nature and extent of any such interest will be disclosed to the **Insurer**

16. **Refrigerated Goods**

The **Insurer** will indemnify the **Insured** for **Damage to Refrigerated Goods** the property of the **Insured** or for which the **Insured** is responsible due to deterioration contamination or putrefaction whilst contained in a refrigerated goods cabinet cold room or cold store specified in the Schedule at the **Premises** for the purpose of the **Business** caused by

- a) breakdown or failure of the refrigerated goods cabinet cold room or cold store defined as the sudden stoppage of the refrigeration process by reason of inherent fault or accidental means
- b) accidental failure of the public electricity supply
- c) accidental leakage of refrigerant

The **Insurer** will not be liable for

- a) **Damage** where the refrigerated goods cabinet cold room or cold store is
 - i. over fifteen years old or
 - ii. over two years old and not annually inspected and maintained by a competent person
- b) **Damage** resulting from the deliberate act of any public supply authority to withhold or restrict supply including but not limited to withdrawal of supply due to industrial action
- c) **Damage** caused by
 - i. wear and tear deterioration or gradually developing flaws or defects in the refrigerated goods cabinet cold room or cold store
 - ii. incorrect setting of thermostatic or automatic controlling devices forming part of the refrigerated goods cabinet cold room or cold store
- d) any consequential loss
- e) **Damage** insured by any other Section of this Policy or any other policy
- f) any amount in excess of the Sum Insured stated in the Schedule

17. **Subsidence**

The **Insurer** will indemnify the **Insured** for **Damage** to the Property Insured by subsidence ground heave or landslip of any part of the site on which the property stands excluding

- a) loss damage or destruction to yards car-parks roads pavements walls gates and fences unless also affecting **Buildings** insured hereby
- b) loss damage or destruction caused by or consisting of
 - i. the normal settlement or bedding down of new structures
 - ii. the settlement or movement of made-up ground
 - iii. coastal or river erosion
 - iv. defective design or workmanship or the use of defective materials
 - v. fire subterranean fire explosion earthquake or the escape of water from any tank apparatus or pipe
- c) loss damage or destruction which originated prior to the inception of this cover
- d) loss damage or destruction resulting from
 - i. demolition construction structural alteration or repair of any property or
 - ii. groundworks or excavationat the same **Premises**
- e) the **Excess**

Special Conditions

In so far as this insurance relates to **Damage** caused by **Subsidence Ground Heave** or **Landslip** this policy will be avoided if the risk of such **Damage** is increased by reason of demolition groundworks excavation or construction being carried out on any adjoining site unless admitted by the **Insurer** in writing

18. **Trace and Access**

The **Insurer** will pay for the costs incurred with the **Insurers** prior written consent in

- a) locating the source of an escape of water or fuel oil from any fixed pipe or apparatus on the **Premises**
- b) removing any walls floors or ceilings for access and repairing or replacing them after repair of such pipe or apparatus has been completed provided that the **Insurer** will not pay the cost of repairs to the actual pipes or apparatus

The **Insurers** liability under this Extension will not exceed £10,000 for any one loss

EXCLUSIONS

The **Insurer** will not be liable for

1. **Damage** caused by or consisting of
 - a) faulty or defective designs or materials
 - b) inherent vice latent defect gradual deterioration wear tear or frost
 - c) faulty or defective workmanship operational error or lack of maintenance on the part of the **Insured** or any director partner or **Employee**
 - d) the bursting of any boiler not used for domestic purposes only or any economiser or other vessel machine or apparatus belonging to or under the control of the **Insured** in which internal pressure is due to steam only but this will not exclude subsequent **Damage** which itself results from a cause not otherwise excluded
2. **Damage** caused by or consisting of
 - a) corrosion rust wet or dry rot shrinkage evaporation loss of weight dampness dryness mould or toxic mould marring scratching vermin or insects
 - b) change in temperature colour flavour texture or finish
 - c) joint leakage failure of welds cracking fracturing collapse or overheating of boilers economisers superheaters pressure vessels or any range of steam and feed piping
 - d) mechanical or electrical breakdown or derangement in respect of the particular machine apparatus or equipment in which the breakdown or derangement originates but this will not exclude
 - i. such **Damage** which itself results from other **Damage** and is not otherwise excluded
 - ii. subsequent **Damage** which itself results from a cause not otherwise excluded
3. **Damage** caused by or consisting of theft or attempted theft from
 - a) any part of the **Buildings** not occupied by the **Insured** for the purpose of the **Business**
 - b) the open or from any outbuilding
 - c) any vehicle or trailer
 - d) any **Building** or **Unit** which is **Unoccupied**but this will not exclude
 - i. such **Damage** which itself results from other **Damage** and is not otherwise excluded
 - ii. subsequent **Damage** which itself results from a cause not otherwise excluded
4. **Damage** caused by or consisting of
 - a) subsidence ground heave or landslip unless it results from a **Defined Peril** other than storm or flood and which is not otherwise excluded
 - b) normal settlement or bedding down of new structures

5. **Damage** caused by or consisting of disappearance unexplained or inventory shortage misfiling or misplacing of information
6. **Damage** caused by or consisting of **Contractors** on the **Premises** for the purpose of carrying out contract works structural or other substantial alterations or extensions to **Buildings** (including any contract under JCT conditions)
7. **Damage** by wind rain hail sleet snow flood or dust to any moveable property in the open or fences and gates
8. **Damage** to any building or structure resulting in its own collapse or cracking unless it results from a **Defined Peril** and is not otherwise excluded
9. **Damage to the Property Insured**
 - a) by fire caused by its undergoing any process involving the application of heat
 - b) resulting from its undergoing any process of production packing treatment testing commissioning servicing or repair but this will not apply to any **Damage** caused by a **Defined Peril** and not otherwise excluded
10. **Damage** caused by
 - a) freezing
 - b) escape of water from any tank or apparatus or pipe
 - c) malicious persons not acting on behalf of or in connection with any political organisation but this will not apply to any **Damage** by fire or explosion which is not otherwise excluded in any **Building** or **Unit** which is **Unoccupied**
11. **Damage to**
 - a) vehicles licensed for road use (including accessories) caravans trailers railway locomotives rolling stock watercraft or aircraft
 - b) property or structures in the course of construction or erection and materials or supplies in connection with all such property
 - c) land pavements piers jetties bridges culverts or excavations
 - d) livestock growing crops or trees
 - e) jewellery precious stones precious metals bullion furs curiosities works of art or rare books
12. direct or indirect consequential loss or damage of any kind or description except loss of rent where such Item appears in the Schedule

CONDITIONS

1. **Risk Protections**
 - a) Automatic Sprinkler and Fire Alarm Installations
 - A. In respect of **Damage** by Fire it is a Condition Precedent to the liability of the **Insurer** that in respect of automatic sprinkler and fire alarm installations at the **Premises** the **Insured** will
 - i. take all reasonable steps to prevent freezing of and other **Damage** to the installations and in so far as it is the responsibility of the **Insured**
 - a. maintain the installations (including the automatic external alarm signal) in efficient working order
 - b. maintain ready access to the water supply control facilities
 - ii. in the event that changes repairs or alterations to the installations are proposed notify the **Insurer** in writing and obtain its prior agreement in writing
 - iii. allow the **Insurer** access to the **Premises** at all reasonable times for the purpose of inspecting the installations
 - iv. carry out routine tests as agreed by the **Insurer** and remedy promptly any defect revealed by a test
 - B. In the event that alterations or repairs become necessary to the automatic sprinkler installation the **Insurer** may at its option suspend any cover which is granted against **Damage** by the accidental escape

of water from the installation until the alteration or repairs have been carried out and approved by the **Insurer**

b) Fire Extinguishing Appliances

In respect of fire extinguishing appliances within the **Premises** it is a Condition Precedent to the liability of the **Insurer** that the **Insured** will

- i. inspect the appliances in accordance with the manufacturers/installers instructions for the purpose of ascertaining that they are in all respects maintained in efficient working order and keep a written record thereof
- ii. remedy any defect promptly whether disclosed by any inspection(s) or otherwise
- iii. maintain during the currency of this Policy a maintenance contract providing for an annual inspection with an installer or supplier of approved equipment
- iv. establish and maintain a training programme for the operation of fire extinguishing appliances and retain a documented register of all such training for inspection by the **Insurer** on request

Subject to observance of this Condition this Section of the Policy shall not be invalidated by any defect in any of the said appliances due to any circumstances unknown to or beyond the control of the **Insured**

c) Fire Break Doors

It is a Condition Precedent to the liability of the **Insurer** that all fire break doors and shutters are kept closed except during **Business Hours** and are maintained in efficient working order

2. **Minimum Security**

It is a Condition Precedent to the liability of the **Insurer** that whenever the **premises** are left unattended

- a) in addition to any existing security the following protective devices are
- i. installed at the **Premises** and are maintained in full and effective working order
 - ii. put into actual operation when the **Premises** are left unattended

unless agreed in writing by the **Insurer**

- a. Fire Exit doors must be secured
 - i. by a panic bar with a mechanism to engage a vertical bolt securely at the top and bottom of the door
 - ii. by security bolts at the top and bottom of the door
- b. Single leaf timber doors (other than Fire Exit doors) must be secured by
 - i. a mortice deadlock that conforms to British Standard 3621 or equivalent and a 7 inch box striking plate
 - ii. a pad bar (with concealed fixings) and a 5 lever closed shackle padlock
- c. The first closing leaf of any double leaf timber doors (other than Fire Exit doors) must be secured by internal security bolts top and bottom and the pair must be secured together by
 - i. a pad bar (with concealed fixings) and a 5 lever closed shackle padlock or
 - ii. a mortice deadlock that conforms to British Standard 3621 or equivalent and a 7 inch box striking plate
- d. Outward opening single or double leaf timber doors must also be protected by hinge bolts top and bottom
- e. Roller shutter doors must be protected by either of the following methods
 - i. the operating chain must be attached by a 5 lever closed shackle padlock to a securely fixed wall or door frame mounted metal pin or ring
 - ii. a hasp that is welded or bolted to the bottom of the door must be secured by a 5 lever closed shackle padlock to a steel ring or staple that is concreted into or securely bolted to the floor
- f. Aluminium framed sliding doors must be fitted with hook bolts
- g. Opening sections in windows on the ground floor and in other windows that are accessible from roof fire escapes or down pipes must be fitted with key operated window locks unless already protected by integral locks bars or grilles
- h. Louvres in windows on the ground floor and in other windows that are accessible from roofs fire escapes and down pipes must be permanently fixed in place unless already protected by bars or grilles

- b) all keys including duplicate keys relative to the security of the **Business** and those relating to safes or strongrooms and notes of combination lock numbers to safes or strongrooms are removed from the **Premises**

3. **Unattended Accumulator /Battery Charging**

It is a Condition Precedent to the liability of the **Insurer** that whenever accumulator or battery charging takes place at the **Premises** the accumulator/batteries will stand in a well-ventilated situation and on a non-conducting non-absorbent and non-combustible base and will not be within one metre of combustible materials

4. **Electrical Inspection**

It is a Condition Precedent to the liability of the **Insurer** that

- a) The **Insured** must
 - i. have all electrical installations at the insured **Premises** inspected at least every five years in accordance with the current I.E.E. (Institution of Electrical Engineers) regulations by a competent and independent electrical contractor or inspection organisation that is either
 - a contractor approved by NICEIC (National Inspection Council for Electrical Installation Contracting) Certification Services Ltd or ECA (Electrical Contractors Association) or
 - a member of the EAS scheme (Electrotechnical Assessment Scheme) or
 - an inspection and testing organisation which is a member of SAFed (The Safety Assessment Federation)and
 - ii. obtain a report within 14 days of the inspection and have any defects identified within the periodic inspection report(s) remedied as soon as is reasonably possible and no later than 60 days after such an inspection and
 - iii. provide documentary evidence of the periodic inspection report(s) and any remedial work carried out in the event of **Damage** to property insured by fire or explosion occurring more than 60 days after the last inspection
- b) If the **Insured** does not comply with a) above the **Insurer** reserves the right to increase premium and/or impose terms or withdraw or restrict the cover and in the event of **Damage** to property insured caused by fire or explosion the **Insurer** may not pay part or all of the claim
- c) Where the **Insurer** feels it is necessary to take any of the action described in b) above the **Insurer** will give the **Insured** 14 days notice

5. **Portable Heater**

It is a condition precedent to the liability of the **Insurer** that no paraffin or portable electric or gas heaters or containers are used or stored on the **Premises** unless specifically agreed by the **Insurer** prior to such use or storage This does not apply to offices or designated rest rooms otherwise agreed by the **Insurer**

BUSINESS INTERRUPTION SECTION

GROSS PROFIT (DECLARATION LINKED) BASIS OF SETTLEMENT

COVER

If the **Business** at the **Premises** is interrupted as a result of **Damage** occurring during the Period of Insurance to property used by the **Insured** in connection with the **Business** at the **Premises** the **Insurer** will indemnify the **Insured** for the amount of loss stated in the Basis of Settlement but not exceeding the Sums Insured stated in the Schedule

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

BASIS OF SETTLEMENT

The **Insurer** will pay as indemnity the loss of **Gross Profit** being

- a) In respect of the reduction in **Turnover**
The sum produced by applying the **Rate of Gross Profit** to the amount by which the **Turnover** during the **Indemnity Period** falls short of the **Standard Turnover** in consequence of the **Damage**
- b) In respect of Increase in the 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 total of the sum produced by applying the **Rate of Gross Profit** to the amount of the reduction thereby avoided

The liability of the **Insurer** will not exceed

- a) in respect of **Gross Profit** 133.33% of the **Estimated Gross Profit**
- b) in the whole the sum of 133.33% of the **Estimated Gross Profit** and 100% of the Sum Insured by other Items or any other stated Limit of Indemnity

EXTENSIONS

The **Insurer** will also indemnify the **Insured** as provided by the Cover in this Section for such interruption as a result of

1. **Defective Sanitation**
closure of the **Premises** by order of a Public Authority consequent upon vermin pests defects in drains or defective sanitation at the **Premises** subject to a maximum of £50,000 any one loss
2. **Prevention of Access**
Damage to property in the vicinity of the **Premises** which prevents or hinders the use of or access to the **Premises** subject to a maximum of £100,000 any one loss

The **Insurer** will not be liable for any interruption resulting from a cause not insured by this Section

3. **Damage to Public Utilities**
Damage at the situations below
Property at any
 - a) generating station or sub-station of the public electricity supply undertaking
 - b) land based premises of the public gas supply undertaking or of any natural gas provider linked directly therewith
 - c) water works or pumping station of the public water supply undertaking
from which the **Insured** obtains electricity gas or water services all within the **Territorial Limits** subject to a maximum of £100,000 any one loss

The **Insurer** will not be liable for any interruption resulting from a cause not insured by this Section

4. **Contract Sites**
Damage at any premises where the **Insured** is carrying out a contract subject to a maximum of £50,000 any one loss
- The **Insurer** will not be liable for
- any loss as a result of **Damage** at any premises not within the **Territorial Limits** unless specifically stated in the Schedule
 - any interruption of or interference with the **Business** resulting from a cause not insured by this Section
5. **Suppliers**
Damage to property at the premises of any of the suppliers manufacturers or processors of components goods or materials of the **Insured** manufacturers or processors of components goods or materials subject to a maximum of £100,000 any one loss
- The **Insurer** will not be liable for
- any loss as a result of **Damage** at any premises not within the **Territorial Limits** unless specifically stated in the Schedule
 - any loss as a result of **Damage** at any premises of any supply undertaking from which the **Insured** obtains electricity gas water or telecommunication services unless specifically stated in the Schedule
 - any interruption resulting from a cause not insured by this Section
6. **Property Stored Away from the Premises**
Damage to property of the **Insured** whilst stored away from the **Premises** subject to a maximum of £100,000 any one loss
- The **Insurer** will not be liable for
- any loss as a result of **Damage** at any premises not within the **Territorial Limits** unless specifically stated in the Schedule
 - any interruption resulting from a cause not insured by this Section
7. **Exhibition Expenses**
Damage to any premises at which the **Insured** is contracted to participate as an exhibitor and to which such **Damage** causes the cancellation of the participation of the **Insured** in the exhibition subject to a maximum of £100,000 any one loss
- The **Insurer** will not be liable for
- any loss other than those costs for the sole purpose of participating in such exhibition incurred prior to the date of the **Damage**
 - any loss as a result of **Damage** at any premises not within the **Territorial Limits** unless specifically stated in the Schedule
 - any interruption resulting from a cause not insured by this Section
8. **Customers**
Damage to property at the premises of any of the customers of the **Insured** subject to a maximum of £100,000 any one loss
- The **Insurer** will not be liable for
- any loss as a result of **Damage** at any premises not within the **Territorial Limits** unless specifically stated in the Schedule
 - any loss as a result of **Damage** at any premises of any supply undertaking from which the **Insured** obtains electricity gas water or telecommunication services unless specifically stated in the Schedule
 - any interruption resulting from a cause not insured by this Section

9. **Goods in Transit**
Damage to General Contents and Stock in Transit anywhere within the **Territorial Limits** by any conveyance operated by the **Insured** or by post courier service subject to a maximum of £25,000 any one loss
- The **Insurer** will not be liable
- a) for any interruption resulting from a cause not insured by this Section
 - b) if the Goods in Transit Section is not operative
10. **Full Failure of Utilities – Electricity**
The **Insurer** will indemnify the **Insured** in respect of loss resulting from interruption or interference with the **Business** as a result of accidental failure of the **Insureds** supply of electricity at the terminal ends of the **Insureds** suppliers feed to the **Premises**
- The **Insurer** will not indemnify the **Insured** in respect of accidental failure
- a) caused by the deliberate act of any supply authority
 - b) caused by the exercise of any supply authority's power to withdraw or restrict supply or services
 - c) caused by industrial action
 - d) other than within the **Territorial Limits**
 - e) lasting less than 4 consecutive hours
- The maximum the **Insurer** will pay for any one claim is £50,000
11. **Full Failure of Utilities – Water**
The **Insurer** will indemnify the **Insured** in respect of loss resulting from interruption or interference with the **Business** as a result of accidental failure of the **Insureds** supply of water at the terminal ends of the **Insureds** suppliers feed to the **Premises**
- The **Insurer** will not indemnify the **Insured** in respect of accidental failure
- a) caused by the deliberate act of any supply authority
 - b) caused by the exercise of any supply authority's power to withdraw or restrict supply or services
 - c) caused by industrial action
 - d) caused by drought or other weather conditions unless equipment has been damaged
 - e) other than within the **Territorial Limits**
 - f) lasting less than 4 consecutive hours
- The maximum the **Insurer** will pay for any one claim is £50,000
12. **Full Failure of Utilities – Gas**
The **Insurer** will indemnify the **Insured** in respect of loss resulting from interruption or interference with the **Business** as a result of accidental failure of the **Insureds** supply of gas at the terminal ends of the **Insureds** suppliers feed to the **Premises**
- The **Insurer** will not indemnify the **Insured** in respect of accidental failure
- a) caused by the deliberate act of any supply authority
 - b) caused by the exercise of any supply authority's power to withdraw or restrict supply or services
 - c) caused by industrial action
 - d) other than within the **Territorial Limits**
 - e) lasting less than 4 consecutive hours
- The maximum the **Insurer** will pay for any one claim is £50,000
13. **Full Failure of Utilities – Telecommunications**
The **Insurer** will indemnify the **Insured** in respect of loss resulting from interruption or interference with the **Business** as a result of accidental failure of the telecommunications services at the incoming line terminals or receivers at the **Premises**

We will not indemnify the **Insured** in respect of accidental failure

- a) caused by the deliberate act of any supply authority
- b) caused by the exercise of any supply authority's power to withdraw or restrict supply or services
- c) caused by industrial action
- d) caused by atmospheric or weather conditions but this will not exclude accidental failure due to **Damage** caused by such conditions
- e) caused by failure of any satellite
- f) other than within the **Territorial Limits**
- g) lasting less than 24 consecutive hours

The maximum the **Insurer** will pay for any one claim is £50,000

14. **Notifiable Disease Murder and Suicide**

The **Insurer** will indemnify the **Insured** in respect of loss resulting from interruption or interference with the **Business** in consequence of any

- a) occurrence of a Notifiable Disease as defined below at the **Premises** or attributable to food or drink supplied from the **Premises**
- b) discovery of an organism at the **Premises** likely to result in the occurrence of a Notifiable Disease
- c) occurrence of a Notifiable Disease within a radius of twenty five miles of the **Premises**
- d) occurrence of murder or suicide at the **Premises**

Special Conditions

- 1. Notifiable Disease will mean illness sustained by any person resulting from
 - a) food or drink poisoning or
 - b) any human infectious or human contagious disease excluding Acquired Immune Deficiency Syndrome (AIDS)] an outbreak of which the competent local authority has stipulated will be notified to them
- 2. For the purpose of this Extension
Indemnity Period will mean the period during which the results of the **Business** will be affected in consequence of the occurrence discovery or accident beginning with the date of the occurrence or discovery and ending not later than the Maximum Indemnity Period thereafter

Premises will mean only those locations stated in the **Premises** definition In the event that the policy includes an extension which deems **Damage** at other locations to be insured such extension will not apply to this Extension

- 3. The **Insurer** shall not be liable under this Extension for any costs incurred in the cleaning repair replacement recall or checking of property
- 4. The **Insurer** shall only be liable for the loss arising at those **Premises** which are directly affected by the occurrence discovery or accident

The maximum the **Insurer** will pay for any one claim is £100,000

15. **Subsidence**

The **Insurer** will indemnify the **Insured** in respect of loss resulting from interruption of or interference with the **Business** in consequence of **Damage** by subsidence ground heave or landslip of any part of the site on which the property stands unless caused by

- a) loss damage or destruction to yards car-parks roads pavements walls gates and fences unless also affecting **Buildings** insured by this or any other policy
- b) loss damage or destruction caused by or consisting of
 - i. the normal settlement or bedding down of new structures
 - ii. the settlement or movement of made-up ground
 - iii. coastal or river erosion
 - iv. defective design or workmanship or the use of defective materials

- v. fire subterranean fire explosion earthquake or the escape of water from any tank apparatus or pipe
- a) loss damage or destruction which originated prior to the inception of this extension
- b) loss damage or destruction resulting from
 - i. demolition construction structural alteration or repair of any property or
 - ii. groundworks or excavation
 at the same **Premises**

Special Condition

In so far as this insurance relates to **Damage** caused by subsidence ground heave or landslip this policy will be avoided if the risk of such **Damage** is increased by reason of demolition groundworks excavation or construction being carried out on any adjoining site unless admitted by the **Insurer** in writing

EXCLUSIONS

The **Insurer** will not be liable for

1. **Damage** caused by or consisting of
 - a) faulty or defective designs or materials
 - b) inherent vice latent defect gradual deterioration wear tear or frost
 - c) faulty or defective workmanship operational error or lack of maintenance on the part of the **Insured** or any director partner or **Employee**
 - d) the bursting of any boiler not used for domestic purposes only or any economiser or other vessel machine or apparatus belonging to or under the control of the **Insured** in which internal pressure is due to steam only but this will not exclude subsequent **Damage** which itself results from a cause not otherwise excluded
2. **Damage** caused by or consisting of
 - a) corrosion rust wet or dry rot shrinkage evaporation loss of weight dampness dryness mould or toxic mould marring scratching vermin or insects
 - b) change in temperature colour flavour texture or finish
 - c) joint leakage failure of welds cracking fracturing collapse or overheating of boilers economisers superheaters pressure vessels or any range of steam and feed piping
 - d) mechanical or electrical breakdown or derangement in respect of the particular machine apparatus or equipment in which the breakdown or derangement originates
 but this will not exclude
 - i. such **Damage** which itself results from other **Damage** and is not otherwise excluded
 - ii. subsequent **Damage** which itself results from a cause not otherwise excluded
3. **Damage** caused by or consisting of theft or attempted theft from
 - a) from any part of the **Buildings** not occupied by the **Insured** for the purpose of the **Business**
 - b) from the open or from any outbuilding
 - c) from any vehicle or trailer
 - d) from any **Building** or **Unit** which is **Unoccupied**
 but this will not exclude
 - i. such **Damage** which itself results from other **Damage** and is not otherwise excluded
 - ii. subsequent **Damage** which itself results from a cause not otherwise excluded
4. **Damage** caused by or consisting of
 - a) subsidence ground heave or landslip unless it results from a **Defined Peril** other than storm or flood and which is not otherwise excluded
 - b) normal settlement or bedding down of new structures
5. **Damage** caused by or consisting of disappearance unexplained or inventory shortage misfiling or misplacing of information

6. **Damage** caused by or consisting of **Contractors** on the **Premises** for the purpose of carrying out contract works structural or other substantial alterations or extensions to **Buildings** (including any contract under JCT conditions)
7. **Damage** by wind rain hail sleet snow flood or dust to any moveable property in the open or fences and gates
8. **Damage** to any building or structure resulting in its own collapse or cracking unless it results from a **Defined Peril** and is not otherwise excluded
9. **Damage to the Property Insured**
 - a) by fire caused by its undergoing any process involving the application of heat
 - b) resulting from its undergoing any process of production packing treatment testing commissioning servicing or repair but this will not apply to any **Damage** caused by a **Defined Peril** and not otherwise excluded
10. **Damage** caused by
 - a) freezing
 - b) escape of water from any tank or apparatus or pipe
 - c) malicious persons not acting on behalf of or in connection with any political organisation but this will not apply to any **Damage** by fire or explosion which is not otherwise excluded
 in any **Building** or **Unit** which is **Unoccupied**
11. **Damage** to
 - a) vehicles licensed for road use (including accessories) caravans trailers railway locomotives rolling stock watercraft or aircraft
 - b) property or structures in the course of construction or erection and materials or supplies in connection with all such property
 - c) land pavements piers jetties bridges culverts or excavations
 - d) livestock growing crops or trees
 - e) jewellery precious stones precious metals bullion furs curiosities works of art or rare books

CONDITIONS

1. **Payments on Account**
Payments on account may be made during the **Indemnity Period**
2. **Alteration**
This Section will be cancelled and of no effect if
 - a) the **Business** is wound up or carried on by a liquidator or receiver or permanently discontinued
 - b) the interest of the **Insured** ceases other than by death
3. **Automatic Reinstatement of Sum(s) Insured**
Unless the **Insurer** gives written notice to the contrary the Sum(s) Insured will be automatically reinstated by the amount of any claim provided that the **Insured** pays the appropriate additional premium and tax and in respect of **Damage** by theft or attempted theft (if insured) the automatic reinstatement will apply on the first occasion only in each Period of Insurance
4. **Alternative Trading**
If during the **Indemnity Period** goods are sold or services rendered elsewhere than at the **Premises** for the benefit of the **Business** either by the **Insured** or by others on behalf of the **Insured** the money paid or payable in respect of such sales or services will be taken into account in arriving at the **Turnover** or **Gross Profit** or **Gross Revenue** during the **Indemnity Period**
5. **Savings**
If any of the charges or expenses of the **Business** payable out of **Gross Profit** or **Gross Revenue** cease or reduce in consequence of the **Damage** the amount of such savings during the **Indemnity Period** will be deducted from the amount payable

6. **Professional Accountants Charges**

The **Insurer** will pay the reasonable charges payable by the **Insured** to their professional accountants for producing information required by the **Insurer** in connection with any claim and for reporting that such information is in accordance with the accounts of the **Insured**

7. **New Business**

For the purpose of any claim arising from **Damage** occurring before the completion of the first years trading of the **Business** such loss will be ascertained by applying the **Rate of Gross Profit** to the amount of **Turnover** or the amount of **Gross Revenue** earned during the period between the commencement of the **Business** and the date of the **Damage** to the amount by which the **Turnover** or **Gross Revenue** during the period of interruption or interference will have fallen short of the proportional equivalent for that period of the **Turnover** or **Gross Revenue** realised during the period between the commencement of the **Business** and the date of such **Damage**

BOOK DEBITS SECTION

DEFINITIONS

Outstanding Debit Balances

The total recorded debits adjusted for

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

COVER

In the event of **Damage** to the business records of the **Insured** caused by insured **Damage** to property that occurs during the Period of Insurance

1. at the **Premises**
2. not at the **Premises** but within the **Territorial Limits** whilst
 - a) in **Transit**
 - b) temporarily at premises occupied by persons acting on behalf of the **Insured**

preventing the **Insured** from tracing or establishing customers debit balances the **Insurer** will indemnify the **Insured** for the amount of the loss stated in the Schedule

EXCLUSIONS

The **Insurer** will not be liable for

1. any loss due to
 - i. alteration manipulation falsification or other act in order to conceal any dishonesty
 - ii. book keeping accounting or invoicing errors or omissions
 - iii. records being mislaid misfiled or other unexplained disappearance
2. any loss arising from erasure or distortion of information on computer systems or other records due to
 - i. the presence of a magnetic flux
 - ii. the failure breakdown or malfunction of equipment
 - iii. error in the operation of equipment
 - iv. defects in records
3. any loss due to **Damage** to any computer or other equipment or component or system or item which processes stores transmits or retrieves data or any part thereof whether tangible or intangible (including but without limitation any information or programs or software) and whether the property of the **Insured** or not but this shall not exclude loss which arises from a **Defined Peril** other than
 - i. the acts of thieves and malicious persons which do not involve physical force and violence
 - ii. the deliberate acts of rioters strikers locked-out workers persons taking part in labour disturbances or civil commotions

BASIS OF SETTLEMENT

The **Insurer** will pay as indemnity

1. the difference between
 - a) the **Outstanding Debit Balances** and
 - b) the total of the amounts received or traced in connection with such balances

2. the additional expenditure incurred with the consent of the **Insurer** in tracing and establishing customers debit balances after the **Damage**
3. the reasonable charges payable by the **Insured** to their professional accounts for producing information required by the **Insurer** in investigating or verifying a claim under this Section

Underinsurance

If at the time of the **Damage** the Sum Insured is less than the **Outstanding Debit Balances** the amount payable will be proportionately reduced

CONDITIONS

1. **Liability of the Insurer**

The liability of the **Insurer** in any one Period of Insurance will not exceed in the aggregate the Total Sum Insured or in respect of any Item its Sum Insured

2. **Duplicate Records and Storage**

It is a Condition Precedent to the liability of the **Insurer** that the **Insured**

- a) maintains a record elsewhere than in the building in which the original records are kept showing the total amount outstanding in the credit accounts of the **Business** at the end of each week and in the event of **Damage** resulting in a claim will supply that record to the **Insurer** or
- b) will keep all business records in which credit accounts of the **Business** are shown stored in standard metal cabinets fire resisting cabinets safes or strongrooms when not in use

EMPLOYERS LIABILITY SECTION

DEFINITIONS

Premises

The buildings and land used for the **Business**

Territorial Limits

- a) England Scotland Wales Northern Ireland the Channel Islands and the Isle of Man
- b) Elsewhere in the world in respect of **Injury** arising out of and in the course of employment by the **Insured** in connection with the **Business** sustained by any director or **Employee** normally employed within the territories specified in a) of this Definition whilst working temporarily outside such territories

COVER

The **Insurer** will indemnify the **Insured** against all sums which the **Insured** becomes legally liable to pay as damages and claimants costs and expenses in respect of **Injury** sustained by a director or **Employee** arising out of and in the course of employment by the **Insured** within the **Territorial Limits** and resulting directly from the **Business** during the Period of Insurance

The **Insurer** will also pay for legal costs and expenses incurred with its prior written consent

- a) in defence of any claims
- b) for representation at any coroners inquest or inquiry in respect of any death which may be the subject of indemnity under this Section

The indemnity provided by this Section shall extend to apply in respect of liability for **Injury** caused to any **Employee** whilst undertaking work on a temporary basis within any country outside of the **Territorial Limits** provided that

- a) any such **Employee** is ordinarily resident within the **Territorial Limits**
- b) the **Insurer** shall not provide Indemnity in respect of any amount payable under Workmens' Compensation Social Security or Health Insurance legislation

Limit of Liability

- a) The maximum liability of the **Insurer** inclusive of all costs and expenses payable under this Section shall be the Limit of Liability stated in the Schedule in respect of any one occurrence or all occurrences of a series consequent on or attributable to one original cause or source
- b) For any one occurrence or series of occurrences arising out of any one event the maximum liability of the **Insurer** in respect of all legal liability costs expenses including interest thereon directly or indirectly caused by or attributed to by or arising from **Terrorism** shall not exceed £5,000,000

EXTENSIONS

Subject otherwise to the terms of this Section and the Policy

The insurance provided by this Section is extended as described below

1. Health and Safety at Work – Legal Defence Costs

The **Insurer** shall indemnify the **Insured** and if the **Insured** so request any partner director or **Employee** of the **Insured** in the terms of this Section in respect of

- a) costs and expenses incurred with the written consent of the **Insurer**
- b) costs and expenses of the prosecution awarded against any such party in connection with criminal proceedings or an appeal against conviction arising from such proceedings brought in respect of an offence under the Health and Safety at Work etc Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 committed or alleged to have been committed during the Period of Insurance in connection with the **Business**

Provided that

- i) the proceedings relate to the health safety or welfare of an **Employee**
- ii) the **Insurer** shall have the conduct and control of all the said proceedings and appeals

The **Insurer** will not pay for

- a) fines or penalties of any kind
- b) proceedings or appeals in respect of any deliberate or intentional criminal act or omission
- c) costs or expenses

2. **Compensation for Court Attendance**

Where at the request of the **Insurer** or their representatives any of the undermentioned persons attend court as a witness in connection with a claim in respect of which the **Insured** is entitled to indemnity under this Section the **Insurer** will provide compensation to the **Insured** at the following rates for each day or part day on which attendance is required

- a) the **Insured** or any partner or director of the **Insured** £500
- b) any **Employee** £250

3. **Unsatisfied Court Judgments**

In the event of a judgment for damages being obtained by an **Employee** or the **Employees** personal representatives in respect of **Injury** caused to such **Employee** during the Period of Insurance and arising out of and in the course of employment with the **Insured** in the **Business** against any company or individual in any court within the **Territorial Limits** and remaining unsatisfied in whole or in part six months after the date of such judgment the **Insurer** will pay to the **Employee** or to the **Employees** personal representatives at the request of the **Insured** the amount of such damages and any awarded costs to the extent that they remain unsatisfied provided that

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

4. **Indemnity to Other Parties**

If the **Insured** so request the **Insurer** will indemnify the following parties

- a) Any officer or committee member or other member of the **Insureds** canteen social sports or welfare organisations or ambulance first aid fire medical or security services against liability incurred in such capacity
- b) Any partner director or **Employee** of the **Insured** against liability incurred in such capacity and in respect of which the **Insured** would have been entitled to indemnity under this Section if the claim had been made against the **Insured** as though each party was individually named as **Insured** in this Section
- c) Any **Principal** for whom the **Insured** have agreed to execute work under contract or agreement against liability arising out of the performance of such work by the **Insured** and in respect of which the **Insured** are legally liable and would have been entitled to indemnity under this Section if the claim had been made against the **Insured**

Provided that

- i. Each such party shall observe fulfil and be subject to the terms and conditions of this Section in so far as they can apply
- ii. The liability of the **Insurer** to the **Insured** and all parties indemnified shall not exceed the Limit of Indemnity

5. **Injury to Working Partners**

In respect of **Injury** sustained by any working partner named as the **Insured** in the Schedule the **Insurer** will for the purposes of this Section deem such partner to be an **Employee** provided that the **Insurer** shall only be liable under this Extension where

- a) the **Injury** is sustained whilst such partner is working in connection with the **Business**
- b) the **Injury** is caused by the negligence of another partner or **Employee** whilst working in the **Business**
- c) the injured partner has a valid right of action in negligence against the person responsible for such **Injury**

6. Corporate Manslaughter and Corporate Homicide Act 2007 – Legal Defence Costs

The **Insurer** will indemnify the **Insured** in respect of

- a) legal costs and expenses incurred with the prior written consent of the **Insurer** and
- b) costs of the prosecution awarded against the **Insured**

in connection with the defence of any criminal proceedings (including any appeal against conviction arising from such proceedings) brought under The Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent in the Channel Islands or Isle of Man in respect of any fatal injury occurring during the Period of Insurance in the course of the **Business** and which may be the subject of indemnity under this Section

Provided that the **Insurer** agrees details of the specific solicitor or counsel who are to act on behalf of the **Insured** prior to their appointment

The **Insurer** will not pay for

- i. any fines or penalties imposed on the **Insured** or the cost of implementing any remedial order or publicity order
- ii. legal costs and expenses in connection with an appeal unless a solicitor or counsel advise that there are strong prospects of succeeding in the appeal or recovering costs awarded against the **Insured** at all times throughout the appeals process Any change to such prospect of success during the appeals process may result in cover being removed
- iii. costs and expenses provided by another source or any other insurance or where but for the existence of this Extension would have been provided by such source or insurance
- iv. costs and expenses in connection with the defence of any criminal proceedings brought in any country other than in Great Britain Northern Ireland the Isle of Man and the Channel Islands
- v. costs and expenses in connection with the defence of any criminal proceedings resulting from any deliberate or intentional criminal act or omission by the **Insured** or any partner or director of the **Insured** or any **Employee**

The maximum liability of the **Insurer** shall not exceed £1,000,000 in any one Period of Insurance but this limit is included within and is not in addition to the Limit of Indemnity stated in the Schedule

EXCLUSIONS

The **Insurer** will not be liable for

1. Vehicle Exclusion

Injury sustained by any director or **Employee** while being carried in or on a vehicle or entering or getting onto or alighting from a vehicle in circumstances where compulsory insurance or security covering this risk is required under any road traffic legislation under the **Territorial Limits**

2. Offshore

liability arising out of any work on or travel **Offshore**

3. Asbestos

any liability of whatsoever nature arising out of mining processing manufacturing production breaking down handling removing disposing of distributing or storing of **Asbestos Asbestos Dust** or **Asbestos Containing Materials**

This Exclusion shall not apply in respect of such removal or disposal provided that

- a) upon discovery of **Asbestos Asbestos Dust** or **Asbestos Containing Materials** all work immediately stops and
- b) an HSE licensed **Asbestos** removal contractor is employed if legally required
 - i. to make safe the area in which the discovery is made as soon as is practicable
 - ii. who has Employers Liability and Public Liability insurances in force that provide Limits of Indemnity no less than those stated in the Schedule and that do not exclude the work to be carried out

4. **Hazardous Locations**

any liability arising in connection with work on or in

- a) docks quays harbours boatyards inland waterways
- b) railways tramways and cable-cars
- c) hovercraft or watercraft
- d) offshore gas or oil installations and underground or underwater
- e) chemical or petrochemical works oil or gas refineries or storage facilities
- f) aircraft airports airfields or aerospace systems
- g) amusement parks stadia or spectator stands
- h) collieries mines or quarries
- i) power stations
- j) any installation where nuclear processing is undertaken
- k) towers steeples chimney shafts blast furnaces viaducts bridges flyovers dams motorways tunnels or sewers

5. **Pollution or Contamination**

any liability arising out of or in respect of

- a) **Pollution or Contamination** including any cost or expense arising out of any governmental demand or request that an **Insured** test for access monitor clean-up remove contain treat detoxify or neutralise any **Seeping or Polluting or Contaminating Substances** occurring in **North America** and the **Insurer** will not have the duty to defend any claim or suit seeking to impose such costs expenses or liability for damages relating to **Pollution or Contamination** or any other relief
- b) **Pollution or Contamination** including the cost of removing nullifying or cleaning up **Seeping or Polluting or Contaminating Substances** unless directly caused by a sudden identifiable unintended and unexpected occurrence which takes place in its entirety at a specific moment in time and place during the Period of Insurance

PUBLIC & PRODUCTS LIABILITY SECTION

DEFINITIONS

Airside

That part of the airport provided for take-off and landing of aircraft or the movement of aircraft on the surface aircraft parking aprons including associated surfaces roads and ground equipment parking areas

Excess

The amount that will be deducted by the **Insurer** from the total amount of each and every claim other than claims relating to **Injury** for which there is no **Excess**

Inefficacy

The failure to carry out or provide security duties or security services that the **Insured** has contracted to perform or wrongful advice provided in connection therewith in the course of the **Business** including deliberate acts wilful default or neglect by the **Insured** or any director partner or **Employee**

Keys

Includes electronic access pass cards or any other form of lock opening device

North America

- a) The United States of America Canada and Puerto Rico
- b) Any territory
 - i. within their jurisdiction
 - ii. having a reciprocal enforcement arrangement with them

Physical Loss

Physical loss of or physical damage to material property

Pollution or Contamination

- a) All pollution or contamination of buildings or other structures or of water or land or the atmosphere and
- b) All **Injury** or **Physical Loss** directly or indirectly caused by such pollution or contamination arising from **Seeping or Polluting or Contaminating Substances**

All Pollution or Contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place

Premises

The buildings and land used for the **Business**

Products Inefficacy

The failure of any **Products** to fulfil or perform its intended function arising out of negligence or wilful default by the **Insured** or any director partner or **Employee** or arising directly out of wrongful advice provided by the **Insured** in the course of the **Business** and not within the custody of the **Insured**

Retroactive Date

the date from which the **Insured** continuously maintained in force a Policy of insurance covering Professional Indemnity in respect of liability for any breach of the **Insureds** professional duty

Seeping or Polluting or Contaminating Substances

Any solid liquid gaseous or thermal irritant or contaminant including but not limited to smoke vapour fumes acid alkalis chemicals dust micro-organisms and waste including material to be recycled reconditioned or reclaimed

Territorial Limits

- a) England Scotland Wales Northern Ireland the Channel Islands and the Isle of Man
- b) Any other member country of the European Union
- c) Elsewhere in the world other than **North America** in respect of **Injury** or **Physical Loss** caused by or arising from
 - i. clerical administrative and other non manual activities of the **Insured** or any partner director or **Employee** normally employed within the territories specified in a) of this Definition and occurring during any temporary visit made in connection with the **Business**
 - ii. any **Products**

Wrongful Arrest

Any unlawful physical restraint by one person on the liberty of another and includes

- a) assault and battery committed or alleged to have been committed at the time of making or attempting to make an arrest or in resisting an overt attempt to escape by any person under arrest before such person has been or could be placed in the custody of the police or an officer of the court
- b) assault and battery committed or alleged to have been committed at the time of requesting the removal of a person or persons from a premises
- c) libel or slander false imprisonment malicious prosecution either
 - i. committed or alleged to have been committed directly in connection with an arrest or
 - ii. arising out of the investigation of acts of shoplifting or theft

COVER

The **Insurer** will indemnify the **Insured** against legal liability to pay as damages and claimants costs and expenses arising out of accidental

- a) **Injury** to any person
 - b) loss of or damage to material property
 - c) nuisance trespass obstruction or interference with any right of way light air or water
 - d) **Damage** to Property
- occurring within the **Territorial Limits** in connection with the **Business** during the Period of Insurance

Limit of Indemnity

The maximum liability of the **Insurer** in respect of all indemnity payable under this Section and Extensions to this Section in respect of or arising out of any one occurrence or all occurrences of a series consequent on or attributable to one original cause or source will not exceed the Limit of Indemnity stated in Schedule

Provided that the liability of the **Insurer** for all indemnity payable in respect of or arising out of **Products** shall not exceed in the aggregate the Limit of Indemnity stated in the Schedule in any one Period of Insurance

The maximum liability of the Insurer in respect of all **Pollution and Contamination** which is deemed to have occurred during any one Period of Insurance shall not exceed in the aggregate the Limit of Indemnity stated in the Schedule

For any claim or claims arising directly or indirectly as a result of **Terrorism** the Limit of Indemnity will apply to the total of all events occurring during any one Period of Insurance and will not exceed £2,000,000 or the amount stated in the Schedule whichever is the lesser

EXTENSIONS

Subject otherwise to the terms of this Section and the Policy

1. Contingent Motor Liability

The **Insurer** will indemnify the **Insured** in the terms of this Section against legal liability arising out of the use by any **Employee** for the purposes of the **Business** of any motor vehicle not belonging to or provided by the Insured

Provided that the **Insurer** shall not be liable

- a) for loss of or damage to such motor vehicle or property conveyed therein or thereon

- b) for **Injury** or **Physical Loss** arising while such vehicle is being driven by the **Insured** or any partner or director
- c) for **Injury** to any **Employee**
- d) for **Injury** or **Physical Loss** occurring outside England Scotland Wales Northern Ireland the Channel Islands and the Isle of Man
- e) if indemnity is provided under any other insurance or security

2. **Cross Liabilities**

If more than one person is named in the Schedule as the **Insured** the **Insurer** will indemnify each person as though a separate Policy had been issued to each person and the **Insurer** agrees to waive all rights of subrogation against any such person

Provided that the total liability of the **Insurer** in respect of any occurrence or series of occurrences attributable to one original cause or source shall not exceed in the Limit of Indemnity stated in the Schedule

3. **Overseas Personal Liability**

The **Insurer** will indemnify the **Insured** or any director partner or **Employee** or any family member accompanying them against legal liability incurred in a personal capacity arising out of accidental

- a) **Injury** to any person
- b) **Physical Loss**

occurring during the Period of Insurance within the territories stated in b) and c) of the **Territorial Limits** during temporary visits in connection with the **Business**

Provided that

- i. the conduct and control of all claims is vested in the **Insurer**
- ii. any person entitled to indemnity under this Extension complies with and is subject to the terms Conditions and Exclusions of this Policy in so far as they can apply
- iii. the liability of the **Insurer** shall not exceed the Limit of Indemnity stated in the Schedule

The **Insurer** will not be liable for

- i. liability arising from
 - a) any business profession or trade
 - b) ownership or occupation of land or buildings
 - c) ownership possession or use of
 - firearms (other than sporting guns)
 - mechanically propelled vehicles and anything attached to them
 - craft intended to travel through air or space
 - hovercraft and watercraft (other than non-mechanically propelled craft less than 9 metres in length used on inland waters)
 - animals (other than pet domestic animals)
 - d) property held in trust
 - e) **Injury** to the **Insured** or such director partner or **Employee** or family member accompanying them
- ii. liability more specifically insured
- iii. liability arising under contract or agreement unless the liability would have arisen in the absence of such contract or agreement

4. **Personal Data**

The **Insurer** will indemnify the **Insured** against legal liability to pay damages for damage or distress under all law regulations and codes of practice in connection with personal data (as defined by any such law) provided that the act or omission from which liability arises is committed during the Period of Insurance in connection with the **Business**

The **Insurer** will not be liable for

- i. liability arising from
 - a) the processing of data for reward
 - b) the determining of the financial status of a person

- c) a deliberate act or omission by the **Insured** or any director partner or **Employee** from which liability could reasonably be expected by the **Insured** or such director partner or **Employee** having regard to the nature and circumstances of such act or omission
- d) any agreement which would not have attached in the absence of such agreement
- ii. any fine or penalty
- iii. any costs of replacing reinstating rectifying destroying or erasing any data
- iv. any amount in excess of the Limit of Indemnity stated in the Schedule
- v. damages where indemnity is provided by any other insurance

5. **Compensation for Court Attendance**

Where at the request of the **Insurer** or their representatives any of the undermentioned persons attend court as a witness in connection with a claim in respect of which the **Insured** is entitled to indemnity under this Section the **Insurer** will provide compensation to the **Insured** at the following rates for each day or part day on which attendance is required

- a) the **Insured** or any partner or director of the **Insured** £500
- b) any **Employee** £250

6. **Defective Premises Act 1972**

The **Insurer** will indemnify the **Insured** in the terms of this Section against legal liability arising solely by reason of Section 3 of the Defective Premises Act 1972 or the Defective Premises (Northern Ireland) Order 1975 in connection with premises previously owned or leased by the **Insured** for purposes pertaining to the **Business** and since disposed of by the **Insured**

The **Insurer** shall not be liable

- i. for **Injury** or **Physical Loss** happening prior to the disposal of the premises
- ii. for the costs of remedying any defect or alleged defect in the premises disposed of
- iii. if the **Insured** is entitled to indemnity from any other source

7. **Contractual Liability**

The **Insurer** will indemnify the **Insured** against legal liability assumed under contract or agreement provided that full conduct and control of all claims is vested in the **Insurer**

The **Insurer** shall not be liable

- i. for physical loss or damage to contract works in respect of which the **Insured** is required to effect insurance under the terms of any contract or agreement
- ii. for liability arising out of any contract work executed by or on behalf of the **Insured**
- iii. for liability arising from **Products**

8. **Indemnity to Principal**

The **Insurer** will indemnify any **Principal** in respect of legal liability of such **Principal** arising out of work carried out by the **Insured** under a contract or agreement provided that

- a) an indemnity would have been provided under this Section had the claim been made against the **Insured**
- b) the **Principal** complies with and is subject to the terms Conditions and Exclusions of this Policy in so far as they can apply
- c) the conduct and control of all claims is vested in the **Insurer**

9. **Leased Hired or Rented Premises**

The **Insurer** will indemnify the **Insured** against legal liability for physical loss of or physical damage to premises leased hired or rented to the **Insured** for the purpose of the **Business** within the **Territorial Limits**

10. **Indemnity to Other Parties**

At the request of the **Insured** the **Insurer** will indemnify

- a) any officer member or **Employee** of the **Insured** social sports or welfare organisation or first aid fire or ambulance services in their respective capacity as such
- b) any director partner or **Employee**
- c) the owner of plant hired to the **Insured** under the Construction Plant-hire Association conditions but not in respect of any liability which is required to be insured under any road traffic legislation

Provided that

- i. the **Insured** would have been entitled to indemnity under this Section if the claim had been made against the **Insured**
- ii. the full conduct and control of all claims is vested in the **Insurer**
- iii. such person is not entitled to indemnity under any other insurance

11. **Health and Safety at Work – Legal Defence Costs**

The **Insurer** shall indemnify the **Insured** and if the **Insured** so request any partner director or **Employee** of the **Insured** in the terms of this Section in respect of

- a) costs and expenses incurred with the written consent of the **Insurer**
- b) costs and expenses of the prosecution awarded against any such party in connection with criminal proceedings or an appeal against conviction arising from such proceedings brought in respect of an offence under the Health and Safety at Work etc Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 committed or alleged to have been committed during the Period of Insurance in connection with the **Business**

Provided that

- i. the proceedings relate to the health safety or welfare of any person other than an **Employee**
- ii. the **Insurer** shall have the conduct and control of all the said proceedings and appeals

The **Insurer** will not pay for

- a) fines or penalties of any kind
- b) proceedings or appeals in respect of any deliberate or intentional criminal act or omission
- c) costs or expenses

12. **Consumer Protection and Food Safety Acts – Legal Defence Costs**

The **Insurer** will indemnify the **Insured** and if the **Insured** so request any partner director or **Employee** of the **Insured** in the term of this Section in respect of legal costs and expenses incurred with the written consent of the **Insurer** in connection with the defence of any criminal proceedings or an appeal against conviction arising from such proceedings brought in respect of any offence under

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

committed or alleged to have been committed during the Period of Insurance in connection with the **Business** provided that the **Insurer** shall have the conduct and control of all the said proceedings and appeals

The **Insurer** will not pay for

- a) fines or penalties of any kind
- b) proceedings or appeals in respect of any deliberate act or omission
- c) costs or expenses insured by any other policy

13. **Corporate Manslaughter and Corporate Homicide Act 2007 – Legal Defence Costs**

The **Insurer** will indemnify the **Insured** in respect of

- a) legal costs and expenses incurred with the prior written consent of the **Insurer** and
- b) costs of the prosecution awarded against the **Insured**

in connection with the defence of any criminal proceedings (including any appeal against conviction arising from such proceedings) brought under The Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent

in the Channel Islands or Isle of Man in respect of any fatal injury occurring during the Period of Insurance in the course of the **Business** and which may be the subject of indemnity under this Section

Provided that the **Insurer** agrees details of the specific solicitor or counsel who are to act on behalf of the **Insured** prior to their appointment

The **Insurer** will not pay for

- i. any fines or penalties imposed on the **Insured** or the cost of implementing any remedial order or publicity order
- ii. legal costs and expenses in connection with an appeal unless a solicitor or counsel advise that there are strong prospects of succeeding in the appeal or recovering costs awarded against the **Insured** at all times throughout the appeals process Any change to such prospect of success during the appeals process may result in cover being removed
- iii. costs and expenses provided by another source or any other insurance or where but for the existence of this Extension would have been provided by such source or insurance
- iv. costs and expenses in connection with the defence of any criminal proceedings brought in any country other than in Great Britain Northern Ireland the Isle of Man and the Channel Islands
- v. costs and expenses in connection with the defence of any criminal proceedings resulting from any deliberate or intentional criminal act or omission by the **Insured** or any partner or director of the **Insured** or any **Employee**

The maximum liability of the **Insurer** shall not exceed £1,000,000 in any one Period of Insurance but this limit is included within and is not in addition to the Limit of Indemnity stated in the Schedule

14. **Loss of Gas in Fixed Fire Extinguishers**

The **Insurer** will indemnify the **Insured** against legal liability for sudden unintended and unexpected discharge of gas in fixed fire extinguishers provided that the liability of the **Insurer** in respect of all claims made against the **Insured** during any one Period of Insurance including costs and expenses shall not exceed £25,000 including the cost of reinstating the gas

The **Insurer** shall not responsible for the first £250 of each and every claim

15. **Member to Member Liability**

The **Insurer** will indemnify any member of the **Insureds** sports social or welfare organisations in like manner to the **Insured** in respect of liability for accidental **Injury** or **Damage to Property** sustained by fellow members of such organisations whilst engaged in the activities of such organisations provided that such member

- a) is not entitled to indemnity under any other policy
- b) shall observe fulfil and be subject to the terms Conditions and Exclusions of this **Policy** in so far as they may apply

16. **Inefficacy and Contractual Liability**

The **Insurer** will indemnify the **Insured** in respect of liability in accordance with the cover provided by this Section arising from or out of **Inefficacy** occurring within the **Territorial Limits** during the Period of Insurance assumed by the **Insured** under contract or agreement provided that full conduct and control of all claims is vested in the **Insurer**

Provided that the **Insurer** shall not be liable for

- a) the first £500 of each and every claim for loss of or damage to property
- b) liquidated damages fines or penalties
- c) loss of or damage to contract works in respect of which the **Insured** is required to effect insurance under the terms of any contract or agreement
- d) liability arising from **Products**
- e) liability in respect of any indirect or consequential loss arising from a breach of contract by the **Insured** not related to physical loss of or physical damage to material property or **Injury** to any person
- f) any amount in excess of the Limit of Indemnity specified in the Schedule in respect of or arising out of any occurrence attributable to one original cause or source

17. **Products Inefficacy**

The **Insurer** will indemnify the **Insured** in respect of liability in accordance with the cover provided by this Section arising from or out of **Products Inefficacy** occurring within the **Territorial Limits** during the Period of Insurance

Provided that the **Insurer** shall not be liable for

- a) the first £500 of each and every claim for loss of or damage to property
- b) any amount in excess of the Limit of Indemnity specified in the Schedule in respect of any one occurrence or in the aggregate in any one Period of Insurance

18. **Wrongful Arrest**

The **Insurer** will indemnify the **Insured** in respect of all sums which the **Insured** shall become legally liable to pay as compensatory damages arising from or out of **Wrongful Arrest** committed or alleged to have been committed by the **Insured** or any director partner or **Employee** occurring within the **Territorial Limits** during the Period of Insurance in the course of the **Business**

The **Insurer** will also indemnify the **Insured** in respect of the amount of any cost incurred with the written consent of the **Insurer** in the investigation adjustment or defence of any claim or proceedings which may be brought against the **Insured** any director partner or **Employee** in connection with such **Wrongful Arrest**

Provided that the **Insurer** shall not be liable for

- a) the first £250 of each and every claim
- b) liability assumed by the **Insured** under any written contract or agreement unless the **Insurer** has provided its written agreement thereto
- c) claims made or brought against the **Insured** by any director partner or **Employee** or any members of their families
- d) any liability to persons other than those the subject of **Wrongful Arrest**
- e) the cost of any fines or penalties
- f) any amount in excess of the Limit of Indemnity specified in the Schedule in respect of or arising out of any one occurrence

19. **Loss of Keys**

The **Insurer** will indemnify the **Insured** against all sums which the **Insured** shall become liable to pay

- a) as a direct result of the **Insureds** customers **Keys** being lost whilst in the custody or control of the **Insured** or any director partner or **Employee** in connection with the **Business** and such loss necessitates the replacement changing or alteration of locks at the **Insureds** customers premises and or the necessary temporary protection of the **Insureds** customers premises
- b) in respect of any consequential loss arising therefrom occurring within the **Territorial Limits** during the Period of Insurance

Provided that the liability of the **Insurer** in respect of all claims made against the **Insured** during any one Period of Insurance including costs and expenses shall not exceed £150,000

The **Insurer** shall not be liable for the first £250 of each and every claim

20. **Financial Loss**

For the purpose of this Extension

- a) **Financial Loss** means a pecuniary loss cost or expense incurred other than by the **Insured** or any director partner or **Employee**
- b) **Retroactive Date** means the date from which the **Insured** has continuously maintained in force a Policy of insurance against liability for **Financial Loss**

The **Insurer** will indemnify the **Insured** against legal liability for damages and claimants costs and expenses in respect of any claim for **Financial Loss** first made against the **Insured** during the Period of Insurance in connection with the **Business** within the **Territorial Limits**

Provided that

- a) the liability of the **Insurer** in respect of all claims made against the **Insured** during any Period of Insurance including costs and expenses incurred by the **Insurer** or with the **Insurers** consent in the defence and settlement of any claims shall not exceed £1,000,000 in the aggregate
- b) if during the period of this Policy the **Insured** becomes aware of any circumstance which may be likely to give rise to a claim falling under this Extension and the **Insured** gives written notice to the **Insurer** of such circumstances during the Period of Insurance any claim which may subsequently be made against the **Insured** arising out of the circumstances of which notification has been given shall be deemed to be a claim arising during the period of this Policy whenever such claim may actually be made
- c) the incident giving rise to the claim occurred on or after the **Retroactive Date** and does not form part of an interrelated series of incidents which commenced prior to the **Retroactive Date**
- d) in the event of a claim arising from an incident that occurred prior to the original commencement date of this Insurance the **Insured** shall provide evidence of the existence of Financial Loss insurance effective at the time of such incident

The **Insurer** will not be liable for

- a) liability arising
 - i. under any contract or agreement
 - ii. from the non-performance non-completion or delay in completion of any contract or agreement
 - iii. from actual or alleged breach of duty breach of trust breach of contract neglect misstatement misleading statement or other act of fraud or dishonesty done or wrongfully attempted by the **Insured** or any **Employee**
 - iv. from libel slander deceit injurious falsehood or infringement of plans copyright patent trade name trade mark or registered design
 - v. from any professional act error omission or advice
 - vi. in connection with the Data Protection Act 1998 or any amending legislation
 - vii. out of any deliberate act or omission by the **Insured** or any **Employee** and which could reasonably have been expected having regard to the nature and circumstances of such act or omission
- b) penalty sums fines liquidated damages or payments due under any statutory regulation or bye-law
- c) Financial Loss resulting from
 - i. obstruction trespass nuisance **Wrongful Arrest** or interference with any right of way light air or water
 - ii. the cost of removal repair recovery alteration replacement demolition breaking out dismantling making good or recall of any materials goods or other property supplied installed or erected by or on behalf of the **Insured**
- d) loss of or damage to information represented or stored electronically
- e) the first 10% of each and every loss subject to a minimum of £1,000 and a maximum of £5,000

21. **Criminal Acts by Employees**

The **Insurer** will indemnify the **Insured** for their liability to pay damages including interest and claimants costs recoverable from them as a result of **Injury** or **Damage** in respect of criminal acts of arson theft malicious damage fraud dishonesty or embezzlement by the **Insureds Employees** provided that the events insured by this Extension were committed during the Period of Insurance and arose in connection with a contract with a customer

22. **Professional Indemnity**

The **Insurer** will indemnify the **Insured** against legal liability for damages costs and expenses as a result of negligence by the **Insured** in the conduct and carrying out of the specified professional activities in respect of claims first made against the **Insured** during the Period of Insurance

Provided that such claim arises from a negligent act error or omission committed by the **Insured** on or after the **Retroactive Date** and does not form part of an inter-related series of acts errors omissions or events which commenced prior to the **Retroactive Date**

For the purposes of this Extension the Limit of Indemnity including costs and expenses incurred in the defence and settlement of any claim shall not exceed £100,000 in the aggregate during the policy period and the **Insured** shall

be responsible for the first £250 of each and every claim inclusive of costs and expenses incurred in the defence and settlement of any claim

For the purposes of this Extension specified professional activities shall be

- c) design plan or specification
- d) supervision of installation
- e) feasibility studies
- f) technical information calculation
- g) surveying
- h) consultancy
- i) testing

but undertaken only by or under the supervision and control of a properly qualified person. A properly qualified person shall mean an individual with appropriate professional qualifications or with not less than 5 years relevant experience for the professional activities specified

This Extension does not cover any liability whatsoever arising out of

- 1) the manufacture construction alteration repair servicing treating of any goods or products sold supplied or distributed by the **Insured** from any business or occupation other than as stated in the Schedule even though same may be carried on by the **Insured** in conjunction with the **Business**
- 2) bodily injury sickness disease or death
- 3) any claim made against the **Insured** as a result of any dishonest malicious or illegal acts by the **Insured** or the **Insureds Employees**
- 4) the ownership use occupation or leasing of property mobile and or immobile by the **Insured** or on behalf of the **Insured**
- 5) work in connection with contracts outside the United Kingdom Northern Ireland the Irish Republic or Channel Islands
- 6)
 - a) loss or destruction of or **Damage** to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss
 - b) any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from
 - i. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - ii. the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
- 7) any consequence of war invasion act of foreign enemy hostilities whether war be declared or not civil war rebellion revolution insurrection or military or usurped power
- 8) libel and slander
- 9) loss of documents

23. **Damage to Property Being Worked On**

The **Insurer** will indemnify the **Insured** in respect of liability arising from or out of physical loss of or physical damage to material property caused by the **Insured** or any **Employee** occurring within the **Territorial Limits** during the Period of Insurance up to a maximum of £25,000 in the aggregate

The **Insurer** shall not be liable for

- a) the amount of any **Excess** specified in the **Schedule** in respect of each and every claim
- b) any amount in excess of the Limit of Indemnity specified in the **Schedule** in respect of or arising out of any one occurrence attributable to one original cause or source

EXCLUSIONS

These apply in addition to the General Exclusions

The **Insurer** will not be liable for

1. **Employers Liability**

liability for **Injury** to any **Employee** where such **Injury** arises out of and in the course of employment by the **Insured**

2. **Custody and Control**

loss of or damage to material property

- a) in the custody or control of or owned by the **Insured** or
- b) being worked on by or on behalf of the **Insured** if loss or damage is as a direct result of such work other than
 - i. personal effects of any partner director or **Employee** of or visitor to the **Insured**
 - ii. premises (and their contents) not belonging leased rented or hired to the **Insured** but temporarily in the charge of the **Insured** for the purpose of carrying out work

3. **Offshore**

liability arising out of any work on or travel **Offshore**

4. **Fines**

liability in respect of

- a) fines penalties or liquidated damages
- b) punitive exemplary or aggravated damages or any damages resulting from the multiplication of compensatory damages

5. **Pollution or Contamination**

liability in respect of

- a) **Pollution or Contamination** including any cost or expense arising out of any governmental demand or request that an **Insured** test for access monitor clean-up remove contain treat detoxify or neutralise any **Seeping or Polluting or Contaminating Substances** occurring in **North America** and the **Insurer** will not have the duty to defend any claim or suit seeking to impose such costs expenses or liability for damages relating to **Pollution or Contamination** or any other relief
- b) **Pollution or Contamination** including the cost of removing nullifying or cleaning up **Seeping or Polluting or Contaminating Substances** unless directly caused by a sudden identifiable unintended and unexpected occurrence which takes place in its entirety at a specific moment in time and place during the Period of Insurance

6. **Mechanically Propelled Vehicles**

liability arising out of the ownership possession or use by or on behalf of the **Insured** of any mechanically propelled vehicle (or trailer attached thereto) which is required by any road traffic legislation to be the subject of compulsory insurance or other security but this Exclusion shall not apply in respect of the loading or unloading of such vehicle or the delivery or collection of goods to or from such vehicle except where more specifically insured by any other policy

7. **Vessels or Craft**

liability arising out of the ownership possession or use by or on behalf of the **Insured** of any vessel or craft designed to float on or in or travel through water air or space (other than hand-propelled watercraft)

8. **Damage to Goods Supplied**

liability in respect of

- a) damage to any goods or other property sold supplied delivered installed or erected by or on behalf of the **Insured**
- b) all costs of or arising from the need for reinstatement making good removal repair rectification replacement or recall of any such goods or property or any defective work executed by or on behalf of the **Insured**

9. **Safety Critical Products**

liability arising out of any **Products** which to the knowledge of the **Insured** are to be used as a safety critical part in connection with aircraft hovercraft aerial or aero spatial devices watercraft drilling platforms or rigs motor vehicles railway locomotives or carriages operation areas of gas chemical nuclear petrochemical or power generation plants or mines

10. **Exports to North America**

any liability arising out of any **Product** which with the **Insurers** knowledge is intended for export to **North America**

11. **Advice and Design**

liability arising from advice design formula plan or specification given separately for a fee or other remuneration by or on behalf of the **Insured**

12. **Airside**

liability arising from any work **Airside** by the **Insured** or any director partner or **Employee** or any other persons for whom the **Insured** may be responsible

13. **Product Recall**

the costs or expenses incurred in recalling repairing reconditioning replacing testing or remarketing any **Products** or in rectifying defective workmanship or the replacement cost of any **Products**

14. **Contractual Liability**

liability assumed under any contract or agreement which would not have arisen in the absence of such contract or agreement other than as stated in Extension 7.

15. **Asbestos**

any liability of whatsoever nature arising out of mining processing manufacturing production breaking down handling removing disposing of distributing or storing of **Asbestos Asbestos Dust** or **Asbestos Containing Materials**

This Exclusion shall not apply in respect of such removal or disposal provided that

- a) upon discovery of **Asbestos Asbestos Dust** or **Asbestos Containing Materials** all work immediately stops and
- b) an HSE licensed **Asbestos** removal contractor is employed if legally required
 - i. to make safe the area in which the discovery is made as soon as is practicable
 - ii. who has Employers Liability and Public Liability insurances in force that provide limits of Indemnity no less than those stated in the Schedule and that do not exclude the work to be carried out

16. **Mould and Toxic Mould**

any liability of whatsoever nature arising out mould or toxic mould

17. **Excess**

the **Excess** specified in the Schedule

18. **Hazardous Locations**

- any liability arising in connection with work on or in
- a) docks quays harbours boatyards inland waterways
 - b) railways tramways and cable-cars
 - c) hovercraft or watercraft
 - d) offshore gas or oil installations and underground or underwater
 - e) chemical or petrochemical works oil or gas refineries or storage facilities
 - f) aircraft airports airfields or aerospace systems
 - g) amusement parks stadia or spectator stands

- h) collieries mines or quarries
- i) power stations
- j) any installation where nuclear processing is undertaken
- k) towers steeples chimney shafts blast furnaces viaducts bridges flyovers dams motorways tunnels or sewers

19. **Deliberate Acts**

liability arising out of deliberate acts wilful default or neglect by the **Insured** any director partner or **Employee** other than as set out in Extension 15 if such Extension is operative and Extension 18 if such Extension is operative

20. **Fraud Dishonesty or Embezzlement**

liability arising out of any act of theft fraud dishonesty or embezzlement by the **Insured** any director partner or **Employee** other than as set out in Extension 20 Criminal Acts by **Employees** if such Extension is operative

21. **Digging or Excavation Below One Metre**

liability caused by or arising out of any digging or excavation below a depth of one metre

22. **Inefficacy**

any liability arising from or out of **Inefficacy** other than as set out in Extension 16 if such Extension is operative

23. **Products Inefficacy**

any liability arising from or out of **Products Inefficacy** other than as set out in Extension 17 if such Extension is operative

24. **Wrongful Arrest**

any liability arising from or out of **Wrongful Arrest** other than as set out in Extension 18 if such Extension is operative

25. **Loss of Keys**

any liability for or arising from or out of loss of **Keys** other than as set out in Extension 19 if such Extension is operative

26. **Money**

loss of or damage to **Money** belonging to customers of the **Insured** other than **Money** stored in the premises of the **Insureds** customers

CONDITIONS

1. **Heat Equipment Precautions**

It is a Condition Precedent to the liability of the **Insurer** that the following precautions must be observed on each occasion there is use away from the **Insureds Premises** of hot air guns blow lamps blow torches welding or flame cutting equipment grinding wheels angle grinders disc cutters or gas space heaters

- a) equipment will be lit as short a time as possible before use and extinguished immediately after use
- b) equipment which is lit or switched on must not be left unattended
- c) at least one 2 gallon or 9 litre fire extinguisher per item of heat equipment in use must be kept available for immediate use
- d) the site must be cleared of moveable combustible materials from within 6 metres of the place of work and all combustible material which cannot be moved must be covered by overlapping sheets of flame proof material
- e) a fire safety check of the working area must be carried out immediately after completion of each period of work and again thirty minutes after such period of work ceases

FIDELITY GUARANTEE SECTION

DEFINITIONS

Acting in Collusion

All circumstances where two or more **Employees** are concerned or implicated together or materially assist each other in committing acts of **Theft**

Theft

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

Employee

- a) Any person under a contract of service or apprenticeship with the **Insured** or
- b) Any person undergoing training under a Government approved training scheme under the control of the **Insured** whilst in the service of the **Insured** in connection with the **Business** within the **Territorial Limits**

The term **Employee** shall include

- a) any director of the **Insured** if such person
 - i. is also employed by the **Insured** under a contract of service and
 - ii. controls no more than 5% of the issued share capital of the insured company or of any subsidiary of the insured company
- b) any person retired from full time employment with the **Insured** who is working for the **Insured** as a consultant under the control or direction of the **Insured**

One Claim

All acts of **Theft** throughout the continuation of this insurance or any insurance issued in substitution therefore or for which this insurance is substituted committed by one individual **Employee** or by two or more **Employees Acting in Collusion**

COVER

The **Insurer** will indemnify the **Insured** direct loss of **Money** or goods belonging to the **Insured** or to customers of the **Insured** caused by any act of **Theft** committed during the Period of Insurance by an **Employee** normally resident within the **Territorial Limits** and discovered not later than 12 months after the termination of

- a) this insurance
 - b) the employment of the **Employee** committing such act of **Theft**
- whichever occurs first

Provided that

- i. the **Insured** shall provide all reasonable assistance to the **Insurer** in suing for and obtaining reimbursement from any **Employee** responsible for such loss of monies paid or payable hereunder and shall deduct from the amount of the claim any monies payable to the defaulting **Employee** by way of salary or otherwise
- ii. any loss is discovered and notified to the **Insurer** by the **Insured** within 6 months of the date of such loss

Limit of Indemnity

The liability of the **Insurer** under this Section in respect of **One Claim** caused by the **Employee** shall not exceed the Limit of Indemnity stated in the Schedule

In the event that **One Claim** is caused by two or more **Employees Acting in Collusion** the liability of the **Insurer** in all shall not exceed the Limit of Indemnity stated in the Schedule irrespective of the number of Periods of Insurance during which this insurance and any insurance issued in substitution therefor shall remain in force the total liability of the **Insurer** in respect of any **One Claim** shall not exceed the Limit of Indemnity stated in the Schedule

EXTENSIONS

Previous Insurance

Where this Insurance immediately supersedes a Fidelity Insurance effected by the **Insured** (the 'Superseded Insurance') the **Insurer** will indemnify the **Insured** in respect of any loss discovered during the continuation of this insurance but committed during the continuation of the Superseded Insurance if the loss is not recoverable thereunder solely because the period allowed for discovery has expired

Provided that

- a) such insurance had been continuously in force from the time of the loss until inception of this insurance
- b) the loss would have been insured by this insurance had it been in force at the time of the loss
- c) the liability of the **Insurer** shall not exceed whichever is the lesser of
 - i. the amount recoverable under the insurance in force at the time of the loss or
 - ii. the Limit of Indemnity under this insurance

In the event the total liability of the **Insurer** in respect of any **One Claim** continuing through both the term of the Superseded Insurance and the continuation of this insurance shall not exceed the Limit of Indemnity applicable under this insurance

EXCLUSIONS

The **Insurer** shall not be liable for

1. any amount in excess of the Limit of Indemnity shown in the Schedule
2. the first amount of any loss shown as the **Excess** in the Schedule
3. loss of interest or consequential loss of any kind
4. further acts of **Theft** by an **Employee** immediately following the discovery by the **Insured** of an act of **Theft** by that **Employee**
5. any amount in excess of the Limit of Indemnity in respect of the acts of any one **Employee** regardless of the period during which the acts were committed
6. any loss insured by Extension 22 – Criminal Acts by **Employees** of the Public and Products Liability Section of this Policy

CONDITIONS

1. Limitations

The liability of the **Company** in respect of any **One Claim** caused by the **Employee** shall not exceed the Limit of Indemnity stated in the Schedule

In the event that **One Claim** is caused by two or more **Employees Acting in Collusion** the liability of the **Company** in all shall not exceed the Limit of Indemnity stated in Schedule

2. Non Contribution

If at the time of loss of **Money** or goods belonging to **Customers** or at the time a claim for such property arises the **Insured** is or would but for the existence of this Insurance be entitled to indemnity under any other insurance or to recover under any guarantee or indemnity fund the **Insurer** shall not be liable except in respect of any excess beyond the amount which would have been payable under such other insurance guarantee or fund had this insurance not been effected

3. Application of Limitations

Irrespective of the number of Periods of Insurance during which this insurance and any insurance issued in substitution therefore shall remain in force the total liability of the **Insurer** in respect of any **One Claim** shall not exceed the Limit of Indemnity stated in the Schedule

4. **Money due to Employees**

If upon discovery of any loss

- a) any **Money** of the **Employee** responsible for such act of **Theft** in the **Insureds** possession and
- b) any **Money** salary fee or commission which but for the **Employees Theft** would have been due to the **Employee** from the **Insured**

is legally withheld by the **Insured** and remains in the **Insureds** possession after termination of the employment of such **Employee** the total of such sums shall be deducted by the **Insurer** from the amount of the loss

5. **Money recovered**

In the event that the **Insureds** claim has exceeded the Limit of Indemnity any **Money** which is recovered less costs incurred in recovery shall accrue

- a) firstly to the benefit of the **Insured** to reduce or extinguish the amount of the **Insureds** loss but not the **Excess**
- b) thereafter to the benefit of the **Insurer** to the extent of the claim paid or payable and
- c) finally to the benefit of the **Insured** where the **Excess** has been deducted from the claim

6. **Obtaining reimbursement**

The **Insured** shall give all reasonable assistance to the **Insurer** in suing for and obtaining reimbursement from any **Employee** responsible for any act of **Theft** in respect of losses paid or payable under this insurance

7. **Vetting of Employees**

In respect of direct loss of **Money** or goods belonging to the **Insured** or for which they are legally responsible it is a condition precedent to any liability of the **Insurer** that the **Insured** shall obtain satisfactory references to confirm the honesty of each **Employee** engaged after commencement of this Policy whose duties may involve responsibility for money or accounts

Such references shall be obtained directly either from each **Employees**

- a) last two former employers or
- b) their former sole employer during the three years immediately preceding engagement or
- c) their last former employer in the event that such **Employee** has not been employed during the three years immediately preceding engagement

whichever is the less and before the **Employee** is entrusted without supervision

References need not be obtained in respect of **Employees** who have satisfactorily and continuously served the **Insured** for at least one year in another capacity before being entrusted with the duties referred to above

In respect of **Employees** joining directly from school or government sponsored youth training schemes on character reference shall be obtained

A written record of any verbal reference shall be made at the time it is obtained and the electronic or original copy of each written reference and the record of any verbal reference shall be retained by the **Insured** and shall be made available for inspection by the **Insurer** on request

CONTRACTORS ALL RISKS

DEFINITIONS

Property Insured

Contract Works

The permanent and **Temporary Works** undertaken in the performance of the **Contract** and allocated to or incorporated in the works including **Free Issue Materials**

Contract Works does not include

- a) prototype experimental untried or unproven works or machinery
- b) **Constructional Plant Tools and Equipment**
- c) **Temporary Buildings**
- d) **Employees Personal Tools and Effects**
- e) Hired In Plant
- f) bridges viaducts subways tunnels shafts mines voids cavities or similar access workings motorways dams and the like
- g) a depth of excavation exceeding 3 metres
- h) piling and underpinning
- i) in over or immediately adjacent to any watercourse lake reservoir or similar body of water and any coastal estuarial or other area subject to tidal action

Temporary Works

Structures and their materials that are necessary for access to or support of the works and will

- a) be removed from the contract site on or before the date of completion of the works
- b) not normally be used again in connection with other **Contracts**

Free Issue Materials

Materials supplied by the **Employer** or their agents for which the **Insured** is responsible under the terms of the **Contract** and for which the value has been declared to the **Insurer**

Constructional Plant Tools and Equipment

Tools tackle plant and equipment belonging to the **Insured** or for which the **Insured** is responsible under a hire purchase or lease agreement

Temporary Buildings

Site huts and other temporary accommodation and their contents other than computer or other data processing equipment belonging to the **Insured** or for which the **Insured** is responsible under a hire purchase or lease agreement

Employees Personal Tools and Effects

Tools and Personal Effects belonging to **Employees** but not motor vehicles precious metals or stones watches jewellery or money

Hired In Plant

Tools tackle plant and equipment site huts and other temporary accommodation hired by the **Insured** and for which they are responsible under the terms of their hiring agreement or otherwise but not plant on hire purchase or subject to a lease agreement or on free loan

Commissioning

Operational testing commencing either with the introduction into the **Contract Works** of feedstock or other materials for processing or handling or when supply to a system commences

Commissioning does not involve any processes involving chemical action or reaction unless prior agreement of the **Insurers** has been obtained

Contract

The agreement under which the **Contract Works** are undertaken

Contract Value

The awarded value of the **Contract Works** including the value of **Free Issue Materials** and all other costs associated with the completion of the **Contract**

Contractor

The party undertaking the **Contract Works** on behalf of the **Employer**

Damage

Accidental physical loss physical damage or physical destruction to the **Property Insured**

Employer

The party on whose behalf the **Contract Works** are undertaken other than a director partner or **Employee** of the **Contractor**

Practical Completion

The completion of construction apart from decorations finishes and fitments that will be chosen by the purchaser or tenant

Testing

The application of power or driving force to an item of machinery prior to the introduction of feedstock or raw materials or the application of a load

COVER

The **Insurer** will indemnify the **Insured** by payment or at the option of the **Company** by reinstatement or repair for **Damage** occurring within the **Territorial Limits** during the Period of Insurance to

1. the **Contract Works** whilst
 - a) on the **Contract** site
 - b) in transit to or from the **Contract** site by road rail or inland waterway
 - c) temporarily stored elsewhere than on any **Contract** site

2. temporary site buildings or other temporary site accommodation

3. **Constructional Plant Tools and Equipment** being the property of the **Insured** whilst
 - a) on the **Contract** site
 - b) in transit to or from the **Contract** site by road rail or inland waterway
 - c) elsewhere but only in respect of construction plant equipment and machinery returned for maintenance or repair or awaiting transfer to the **Contract** site

4. **Employees Tools** and personal effects whilst
 - a) on the **Contract** site
 - b) in transit to or from the **Contract** site by road rail or inland waterway

5. **Hired in Plant** for which liability has been assumed under indemnity clauses incorporated in plant hiring agreements entered into by the **Insured** whilst
 - a) on the **Contract** site including whilst in the custody or control of independent contractors appointed by and undertaking work for or on behalf of the **Insured**
 - b) in transit to or from the **Contract** site by road rail or inland waterway
 - c) at the premises of the **Insured**
 - d) elsewhere but only in respect of Hired in Plant returned for maintenance or repair or awaiting transfer to the **Contract** site

Provided that

- a) such property is property belonging to the **Insured** and or their **Employees** or for which the **Insured** is responsible
- b) a Limit of Indemnity in respect of such property is stated in the Schedule
- c) the liability of the **Insurer** for all **Damage** arising out of any one occurrence or series of occurrences attributable to one original cause or source shall not exceed the Limit of Indemnity in respect of each item of Property Insured stated in the Schedule

EXTENSIONS

The indemnity provided by this Section is extended to include

1. **Professional Fees**

payment of architects surveyors consulting engineers or other professional fees in accordance with those authorised by the appropriate professional body necessarily incurred in the reinstatement of the **Contract Works** following loss or **Damage** for which the **Insurer** has admitted liability but not the cost of preparing a claim under this Policy it being understood that the amount payable for such fees shall not exceed those authorised under the scale or schedule of charges of the appropriate body or institute nor 10% of the Limit of Liability stated in the Schedule in respect of the **Contract Works**

2. **Breakdown or Explosion**

Damage to new and unused machinery forming part of the **Contract Works** caused by electrical or mechanical breakdown or explosion

This Extension shall continue for a period of

- a) seven days from the commencement of **Testing** of an individual item and
- b) one calendar month from the commencement of **Commissioning**

3. **Plans**

Damage to deeds plans drawings specifications and files provided that the liability of the **Insurer** shall be restricted to the value of the materials as stationery together with the cost of clerical labour involved in rewriting and not for the value to the **Insured** of the information contained therein

Provided that the liability of the **Insurer** shall not exceed £50,000

4. **Fire Brigade Charges**

the cost of charges arising from the activities of the Fire Brigade in dealing with the consequences of loss or **Damage** for which the **Insurer** has admitted liability

Provided that the liability of the **Insurer** shall not exceed £10,000

5. **Offsite Storage**

loss of or **Damage** to **Contract Works** while in store at any location in the **Territorial Limits** other than the contract site for a period not exceeding six months

Provided that

- a) the **Contract Works** are ready for delivery to the contract site
- b) allocation to an insured **Contract** can be proved
- c) the value of the **Contract Works** in store at any one location shall not exceed the lesser of
 - i. 25% of the **Contract Value**
 - ii. £250,000

unless the prior consent of the **Insurer** has been obtained

6. **Debris Removal**

the cost necessarily and reasonably incurred by the **Insured** with the consent of the **Insurer** in

- a) removal of debris
- b) dismantling and or demolishing

c) shoring up or propping
of any damaged property forming the basis of a claim under this Section of the Policy

Provided that the liability of the **Insurer** shall not exceed 10% of the **Contract Value**

7. **Public Authorities**

the additional cost of reinstatement of the **Contract Works** following loss or Damage for which the **Insurer** have admitted liability incurred solely to comply with building or other regulations under any Act of Parliament or with by-laws of any municipal local or European authority

Provided that

- a) the **Insurers** shall not be liable for the cost incurred in complying with any of the regulations or by-laws
 - i. under which notice has been served on the **Insured** prior to the occurrence
 - ii. in respect of **Contract Works** not lost or damaged
- b) reinstatement must be started and carried out without unnecessary delay and must be completed within twelve months following the loss or Damage or within any other period the **Insurer** may allow
- c) the liability of the **Insurer** shall not exceed 10% of the **Contract Value**

8. **Speculative Building**

loss of or Damage to buildings constructed by the **Insured** other than under **Contract**

- a) for a period not exceeding one hundred and eighty days for domestic buildings or ninety days for commercial buildings following **Practical Completion** or
- b) until the date of sale occupation or hand-over
whichever occurs first

9. **Expediting Expenses**

the additional cost of overtime weekend and shift working payments plant hire charges express delivery including airfreight necessarily and reasonably incurred in expediting repair replacement or rectification following loss or Damage for which the **Insurer** has admitted liability but excluding any cost solely to expedite the completion of any construction or installation of **Property Insured** not lost or Damaged

Provided that the liability of the **Insurer** shall not exceed 25% of the cost of repair replacement or rectification had the additional cost not been incurred

10. **Principal Interest**

the interest of the **Insureds** Employer or **Principal** solely to the extent required by the conditions of the **Contract** in force between the **Insured** and his Employer or **Principal** provided always that such Employer or **Principal** shall as if he were the **Insured** observe fulfil and be subject to the terms Conditions and Exclusions of the Policy

11. **Damage to Security Devices**

The cost incurred in repairing or replacing any immobiliser locating tracking or other security device permanently fitted to the **Property Insured** following loss or Damage due to theft or attempted theft for which the **Insurer** has admitted liability

Provided that

- a) the liability of the **Insurer** shall not exceed £1,000
- b) Exclusion 8 – Excess does not apply to this Extension

12. **Loss of Keys**

The cost incurred in replacing the lock cylinder of any security device permanently fitted to any **Property Insured** following loss of or Damage to the keys operating the security device

Provided that

- a) the liability of the **Insurer** shall not exceed £1,000
- b) Exclusion 12 – Excess does not apply to this Extension

13. **Repair Cost Investigation**

the cost incurred in repair investigations and tests by consulting engineers following loss of or Damage to **Property Insured** for which the **Insurer** has admitted liability

Provided that

- a) the prior written agreement has been obtained by the **Insurer**
- b) the liability of the **Insurer** does not exceed £25,000 during any one Period of Insurance
- c) the **Insurer** shall not be liable under this Extension for any cost incurred in preparing a claim under this Policy

14. **Recovery of Immobilised Plant**

the cost of recovery of any mobile item of **Property Insured** which becomes unintentionally and accidentally immobilised due to adverse ground conditions

Provided that all reasonable precautions are taken

- a) to prevent immobilisation where it is known that ground conditions are such that unintentional and accidental immobilisation is possible
- b) in the planning and execution of recovery

The limit of liability under this Extension shall not exceed the lesser of

- i. the market value of the item at the time of the immobilisation or
- ii. £25,000

The **Insurer** shall not be liable under this Extension in respect of

- a) any item situated underground or situated in or under water
- b) immobilisation caused directly or indirectly by the items own electrical or mechanical breakdown or its own explosion
- c) immobilisation caused directly or indirectly by failure to maintain **Property Insured** in accordance with the manufacturers and or suppliers requirements and recommendations
- d) avoidable loss or damage caused by or during the process of recovery

15. **Increase in Value**

In the event of an increase in the value of any **Contract** an automatic increase in the Limit of Indemnity in respect of the **Contract Works** for such **Contract** provided that the amount of such increase shall not exceed 15% of the Limit of Indemnity stated in the Schedule in respect of the **Contract Works** cost of recover

16. **Continuing Hired in Plant Charges**

The indemnity provided by this Section shall extend to include legal liability assumed by the **Insured** under indemnity clauses incorporated in plant hiring agreements for payment of continuing hire charges for a period not exceeding 90 days following loss Damage or destruction to **Hired in plant** for which a claim has been accepted by the **Insurer** under this Section

Provided that

- a) the **Insurer** shall not be liable for
 - i. hire charges in respect of the first 48 hours that the plant is out of commission following loss Damage or destruction
 - ii. hire charges in respect of tower cranes or scaffolding
- b) the liability of the **Insurer** under this Extension shall not exceed £25,000 during any one Period of Insurance

17. **Reinstatement Basis of Settlement**

In the event of loss Damage or destruction to **Constructional Plant Tools and Equipment** less than two years old insured under this Section the basis upon which the amount payable under such items will be calculated shall be the cost of reinstatement being

- a) where the property is lost or destroyed the cost of its replacement by similar property
 - b) where the property is damaged the cost of repairing or restoring the damaged portions
- in either case to a condition substantially the same as but not better or more extensive than its condition when new

subject to the Provisions set out below

Provisions

1 Alternative Basis of Settlement

The **Insurers** liability will be limited to the Alternative Basis of Settlement as defined below

- i. until the cost of reinstatement has actually been incurred
- ii. if the work of reinstatement is not carried out as quickly as is reasonably practicable
- iii. if at the time of its loss Damage or destruction the property is covered by any other insurance effected by or on behalf of the **Insured** and such other insurance is not on the identical basis of reinstatement defined herein

Under the Alternative Basis of Settlement the **Insurer** will pay the value of the property at the time of its loss or destruction or the amount of the damage including the costs of

- removing debris
- professional fees

as set out in Extensions 1 and 6 of this Section subject to the provisions and exclusions applying to such Extensions

2 Partial Damage

Where loss Damage or destruction occurs to only part of the property the **Insurers** liability will not exceed the amount which the **Insurer** would have been liable to pay had the property been wholly destroyed

3 Reinstatement on Another Site

The work of reinstatement may be carried out wholly or partially upon another site and in any manner suitable to the requirements of the **Insured** provided that it does not increase the **Insurers** liability

18. **Negligent Breakdown of Hired In Plant**

The **Insurer** will indemnify the **Insured** in respect of loss Damage or destruction occurring within the **Territorial Limits** during the Period of Insurance to any machinery plant tools or equipment which is

- a) hired by the **Insured** for use in connection with the **Business** and
 - b) insured under this Section
- caused by the negligence or misuse or misdirection of such property by the **Insured**

Provided that the liability of the **Insurer** under this Extension shall not exceed £5,000 in respect of any one item or £25,000 in respect of any one occurrence

EXCLUSIONS

1. **Defective Design Material or Workmanship**

The **Insurer** will not be liable for loss of or Damage to and the cost necessary to replace repair or rectify

- a) **Property Insured** which is in a defective condition due to a defect in design plan specification materials or workmanship of such **Property Insured** or any part thereof
- b) **Property Insured** lost or damaged to enable the replacement repair rectification of **Property Insured** excluded by a) above

Paragraph a) above shall not apply to other **Property Insured** which is free of the defective condition but is Damaged in consequence thereof

For the purposes of this Policy and not merely this Exclusion the **Property Insured** shall not be regarded as lost or Damaged solely by virtue of the existence of any defect in design plan specification materials or workmanship in the **Property Insured** or any part thereof

2. **Existing Property**

The **Insurer** will not be liable for loss of or Damage to any property which existed on the contract site prior to the commencement of the **Contract Works**

3. **Breakdown or Explosion**

The **Insurer** will not be liable for loss of or Damage to any part of the **Contract Works** caused by its own electrical or mechanical breakdown or explosion other than provided under Extension 2 Breakdown or Explosion

4. **Contract Conditions**

The **Insurer** will not be liable for loss of or Damage for which the **Insured** or any other insured party is not responsible under the terms of the **Contract**

5. **Wear and Tear or Deterioration**

The **Insurer** will not be liable for loss Damage or destruction caused by or arising from

- a) wear and tear wet or dry rot mildew rust corrosion insects vermin erosion depreciation gradual or other deterioration or obsolescence
- b) scratching or chipping of surfaces
- c) hardening or setting of materials due to delay in their use or application unless such delay unavoidably results from **Damage** otherwise insured under this Section

6. **Mysterious Disappearance**

The **Insurer** will not be liable for any loss of property discovered only at the time of taking an inventory and when the loss cannot be attributed to any specific event unless such loss can be traced to an occurrence notified to the **Insurer** within the terms of General Condition 4 of this Policy

7. **Consequential Loss**

The **Insurer** will not be liable for consequential loss of any kind or description whatsoever including loss of use penalties losses due to delay lack of performance or loss of contract

8. **Wilful Acts or Wilful Neglect**

The **Insurer** will not be liable for loss Damage or destruction caused by or arising from any wilful act or wilful neglect by the **Insured** or any director partner or **Employee**

9. **Loss or Damage following completion**

The **Insurer** will not be liable for loss Damage or destruction to the **Contract Works** or any part thereof

- a) in respect of which a Certificate of **Practical Completion** has been issued or
- b) which has been completed and handed over to the **Principal**

- c) which has been taken into use service or occupation with the permission of either the **Insured** or the **Principal** for any purpose other than the performance of the **Contract**
unless such loss Damage or destruction
 - i. occurs during the **Maintenance Period** from a cause arising prior to the commencement of the **Maintenance Period**
 - ii. is caused by the **Insured** in the course of fulfilling his obligations during the **Maintenance Period** in accordance with the conditions of the **Contract** or
 - iii. occurs during a period not exceeding 14 days after the issue of a Certificate of **Practical Completion** but only to the extent that the **Insured** may be responsible under the conditions of the **Contract**

10. **Relief of responsibility under contract conditions**

The **Insurer** will not be liable for loss Damage or destruction for which the **Insured** is relieved of responsibility by the conditions of the **Contract**

11. **Cessation of work**

The **Insurer** will not be liable for loss Damage or destruction where work ceases on the site of the **Contract** for a continuous period exceeding 30 days unless expressly agreed by the **Insurer** in writing

12. **Damage to Structures**

The **Insurer** will not be liable for loss Damage or destruction to any property

- a) forming part of any structure
 - b) which has formed part of any structure
- which existed on the **Contract** site prior to the commencement of the **Contract**

13. **Excess**

The **Insurer** will not be liable for the amounts stated in the Schedule as the **Excess** in respect of each and every occurrence for which the **Insured** is indemnified by this Policy

14. **Excluded Parts and Components**

The **Insurer** will not be liable for loss of or Damage to cutting edges machine tools trailing cables flexible pipes driving belts and chains or conveyor bands unless accompanied by the loss of or damage to the complete item

15. **Materials Processed or Foreign Bodies**

The **Insurer** will not be liable for loss of or Damage caused by materials processed or treated by the **Property Insured** or foreign bodies entering the **Property Insured** with the materials

16. **Tyres**

The **Insurer** will not be liable for loss of or Damage to tyres by the application of brakes or by punctures cuts or bursts

17. **Maintenance Faulty Workmanship or Application of Tools**

The **Insurer** will not be liable for the cost of

- a) maintenance
- b) rectification of faulty workmanship occurring during the execution of repairs

but not Damage resulting from a) or b) unless otherwise excluded

- c) Damage caused by the direct application of tools

18. **Overloading or Abnormal Conditions**

The **Insurer** will not be liable for Damage to any item of

- a) Constructional Plant Tools and Equipment Temporary Buildings or Employees Personal Tools and Effects caused by or arising from the imposition of abnormal conditions deliberate overloading or overload testing other than overload testing in accordance with the Code of Practice for the Safe Use of Cranes BS7121 including any subsequent amendment or revisions
- b) Constructional Plant Tools and Equipment during overload testing in accordance with the Code of Practice for the Safe Use of Cranes BS7121 including any subsequent amendments or revisions and caused by or arising from a defect in the item

19. **Confiscation Commandeering Nationalisation or Requisition**

The **Insurer** will not be liable for loss Damage or destruction arising from or caused by confiscation commandeering nationalisation or requisition or destruction of or damage to property by order of any government or any public or local authority

20. **Plant in Transit and Tower Cranes**

The **Insurer** will not be liable for loss Damage or destruction to any

- a) plant which is in transit other than by road rail or inland waterway
- b) tower cranes

CONDITIONS

1. **Series Loss**

If the development or discovery of a defect in any part of the **Contract Works** shall indicate that a similar defect exists elsewhere in the **Contract Works** the **Insured** shall immediately investigate and if necessary rectify the defects in any **Contract Works** insured under this Policy at their own expense or alternatively bear the cost of all loss or damage arising out of the defect

2. **Consecutive Damage**

For the purpose of interpreting the application of Exclusion 12 Excess loss of or damage to **Property Insured** at any one location by storm tempest or flood in one continuous period of seventy two hours shall be dealt with as one accident or series of accidents arising from one occurrence

3. **Insured Contracts**

This insurance applies to loss or Damage occurring during the Period of Insurance to **Contracts** that are current at the start of the Period of Insurance or are commenced during the Period of Insurance

The liability of the **Insurers** shall cease

- a) at the end of the Period of Insurance of the insurance is not renewed or
 - b) on cancellation of the insurance
- whichever is earlier

4. **Joint Code of Practice**

The **Insured** undertakes to comply with the Joint Code of Practice for the Protection from Fire of Construction Sites and Buildings Undergoing Renovation Seventh Edition dated July 2012 or a subsequent edition or version referred to as The Joint Code

The **Insurer** shall have the right at all reasonable times to enter and inspect the contract site for the purpose of checking whether the conditions comply with The Joint Code

In the event of a breach of The Joint Code the **Insurer** will inform the site management of the **Contractor** specifying the nature of the breach the remedial measures required by the **Insurer** and the period within which these must be completed

Where the **Insurer** considers a breach is of sufficient importance written notice shall be sent to the **Employer** and the **Contractor** at their respective addresses by registered post recorded postal delivery facsimile transmission or by hand

The notice may suspend or cancel cover thirty days from the date of notice

It being understood that following suspension cover shall be reinstated when the **Insurer** is satisfied that remedial measures have been completed

In the event of cancellation the **Insurer** agrees to return to the **Insured** a pro rata proportion of the relevant part of the Policy premium

5. Unattended Vehicles or Trailers

In respect of loss Damage or destruction to any **Property Insured** arising out of theft or attempted theft whilst in any unattended vehicle and or trailer it is a condition precedent to the liability of the **Insurer** that

- a) all doors windows and other openings are closed and properly fastened and locked
- b) any immobiliser cut out steering lock or alarm is correctly set to operate
- c) all keys are removed from the vehicle and or trailer
- d) the vehicle and or trailer is secured in a locked compound or garage

MONEY SECTION

DEFINITIONS

Accident

Bodily injury caused by accidental violent external and visible means

Estimated Annual Carrying

The estimate by the **Insured** of the total value of **Negotiable Money** to be **In Transit** during the Period of Insurance

Insured Person

Insured or any partner director or **Employee** of the **Insured** aged between 16 and 70 years

In Transit

In transit in the personal custody of the **Insured** any authorised partner director or **Employee** of the **Insured** a security organisation approved by the **Insurer** or by registered post

Loss of Limb(s)

Total and permanent loss by physical separation or total and permanent loss of the use of a hand at or above the wrist or a foot at or above the ankle

Loss of Sight

Total and permanent loss of sight which will be considered as having occurred

- a) in both eyes if the **Insured Person(s)** name has been added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist or
- b) in one eye if the degree of sight remaining after correction is 3/60 or less on the Snellen Scale

Permanent Total Disablement

Any permanent disablement other than **Loss of Sight** or **Loss of Limb(s)** which having lasted without interruption for at least twelve months is without any reasonable prospect of improving and in the opinion of an independent qualified medical referee acceptable to the **Insurer** will in all probability permanently completely and continuously prevent the **Insured Person** from engaging in or giving attention to business profession or occupation of each and every kind for the remainder of his or her life

Temporary Partial Disablement

A disablement which continuously prevents the **Insured Person** from attending to a substantial part of their usual occupation

Temporary Total Disablement

A disablement which completely and continuously prevents the **Insured Person** from attending to their usual occupation

COVER

The **Insurer** will indemnify the **Insured** in respect of the Limits of Indemnity stated in the Schedule against **Damage to Money** occurring during the Period of Insurance held in connection with the **Business** by any cause not excluded

The **Insurer** will indemnify the **Insured** against **Damage** sustained as a direct result of theft or attempted theft of **Money** of or to

- a) any safe or strongroom specified in the Schedule or any bag or other container used by the **Insured** or any authorised partner director or **Employee** of the **Insured** to carry **Money**
- b) clothing and personal effects belonging to the **Insured** or to any partner director or **Employee** of the **Insured** following assault or violence or the threat of assault or violence

The **Insurer** will pay the **Insured** when any **Insured Person** whilst engaged in connection with the **Business** as a direct result of theft or attempted theft of **Money** involving assault or violence or the threat of assault or violence

- a) suffers an **Accident** resulting within twelve months directly and independently of any other cause in death or disablement
- b) suffers emotional stress necessitating professional counselling provided such counselling is recommended by a qualified medical practitioner and agreed by the **Insurer** before costs are incurred

BASIS OF SETTLEMENT

- a) The **Insurer** will pay the **Insured** the amount of **Money** under any Item for which a Limit of Liability is specified in the Schedule at the time of **Damage**
- b) The most the **Insurer** will pay for any one claim is
 - i. for any one Item the Limit of Liability specified in the Schedule
 - ii. for any one safe or strongroom £5,000
 - iii. for any one bag or container its value at the time of **Damage**
 - iv. for clothing or personal effects £1,000 per person
 - v. for death **Accident** disablement or emotional stress the amounts specified in the Scale of Compensation
- c) The **Insurer** will also pay
 - i. the value of any safe or strongroom of any bag or container used to carry **Money** or of the clothing or personal effects of the **Insured** or any partner director or **Employee** of the **Insured** lost or damaged at the same time or at the option of the **Insurer** reinstate or replace such property or any part of such property
 - ii. compensation in respect of death **Accident** disablement or emotional stress

SCALE OF COMPENSATION

| Item | Amount |
|---|---------|
| 1. a) Death | £25,000 |
| b) Loss of Limb(s) or Loss of Sight | £25,000 |
| c) Permanent Total Disablement | £25,000 |
| d) Temporary Total Disablement – per week | £100 |
| e) Temporary Partial Disablement – per week | £50 |
| 2. The cost of professional counselling | |
| a) per hour | £50 |
| b) any one person | £1,000 |
| c) in total | £5,000 |

In respect of each **Insured Person** compensation will not be paid by the **Insurer**

- i. under more than one of 1.a) 1.b) or 1.c) for the consequences of the same **Accident**
- ii. under 1.d) and 1.e) for more than 104 weeks in all in respect of one or more **Accidents**

BASIS OF SETTLEMENT ADJUSTMENTS

In calculating the most the **Insurer** will pay for any one claim adjustments shall be made in accordance with the following

- 1. **Contribution**
If at any time of **Damage** any other insurance has been effected by or on behalf of the **Insured** covering **Money** or any other property insured by this Section in whole or in part the liability of the **Insurer** under this Section shall be limited to the rateable proportion of the **Insurer** of such **Damage**

2. **Damage to Premises**

Provided that the Property All Risks Section is insured under this Policy in the event that **Buildings** are not covered by the Property All Risks Section the **Insurer** will pay

a) costs for which the **Insured** are responsible necessarily and reasonably incurred by the **Insured** to repair **Damage** to the **Premises** as a direct result of theft or attempted theft of **Money** within **Premises** of the **Insured**(and as insured by this Section)

b) the cost of any temporary boarding-up or making good necessary to keep the **Premises** secure

The most the **Insurer** will pay for any one claim is £5,000

3. **Weekly Compensation**

Weekly compensation will be paid when the total amount to be paid has been agreed or if the **Insured** so request at the end of each period of four weeks disablement

EXCLUSIONS

The **Insurer** will not pay for

1. loss arising from the dishonesty of any partner director or **Employee** of the **Insured** which is not discovered within 15 working days of such loss
2. **Damage** to any machine which uses coins notes or tokens
3. loss due to theft of or from any unattended vehicle
4. shortage due to error or omission
5. any loss to a specified safe or strongroom unless the key or keys to the specified safe or strongrooms are removed from the **Premises** or if a person is authorised to hold such keys and that person lives on the **Premises** that person removes all keys to that part of the **Premises** in which the person actually lives
6. consequential loss or **Damage** of any kind or description
7. **Damage** death **Accident** disablement or emotional stress arising outside the **Territorial Limits**
8. any death or disablement attributable to or accelerated by pregnancy or pre-existing physical or mental defect or infirmity which was known to the **Insured** or the **Insured Person** at the inception of the insurance or prior to the latest renewal thereof and which had not been declared to and accepted in writing by the **Insurer**

CONDITIONS

1. **Precautions**

The **Insured** must

- a) exercise due care in selecting employees to be entrusted with **Money** and shall obtain and will continue to obtain satisfactory written references and confirmation of such references directly from the previous employers
- b) keep a proper written record of all **Money** covered by this Section and allow the **Insurer** to inspect this record at all reasonable times
- c) secure and lock all cash registers safes and other money containers whenever such containers are left unattended during **Business Hours**

2. **Transit**

In respect of **Negotiable Money In Transit** in the personal custody of the **Insured** or of any authorised partner director or **Employee** of the **Insured** it is a Condition Precedent to any liability under this Section that such **Money** will be accompanied by

- a) two able-bodied adults when in excess of £3,000
- b) three able-bodied adults when in excess of £6,000
- c) a professional security company when in excess of £15,000

unless otherwise agreed by the **Insurer** in writing or amended by a clause applicable to this Section as specified in the Schedule

3. **Cash Tills**

Outside **Business Hours** all cash tills must have their drawers left open with all contents other than small change removed elsewhere

4. **Automated Teller Machines**

- a) automated teller machines must be emptied at the end of each working day and the money within transferred to a safe approved by the **Insurer** for the amount of cash involved
Such transfer is to be carried out only after the **Premises** has been cleared of all customers then locked to deny further access to the **Premises** and whilst there are at least two able-bodied **Employees** present in the **Premises** during the transfer
Alternatively the cash must be deposited in a bank night safe with the transfer to the bank being undertaken in accordance with Condition 2. Transit of this Section
- b) the automated teller machine door and security container within must be left open empty and unlocked outside **Business Hours**
- c) whenever the automated teller machine is opened the **Premises** must be cleared of all customers then locked to deny further access to the **Premises** and at least two able-bodied **Employees** are to be present in that **Premises**
- d) notices must be displayed in prominent areas within the **Premises** stating that the automated teller machine is protected by a smoke generating and/or banknote degradation system and holds no cash outside of **Business Hours**

5. **Additional Claims Conditions**

- a) In the event of **Accident** or emotional stress the **Insured Person** must
 - i. As soon as possible after the **Accident** has occurred consult a qualified medical practitioner and follow the advice of such practitioner
 - ii. submit to any medical examination made on behalf of the **Insurer**
 - iii. in the event of a claim being made for the cost of professional counselling supply the **Insurer** with a recommendation for treatment in writing by a qualified medical practitioner
- b) In the event of the death of an **Insured Person** as a result of **Accident** the **Insurer** shall be entitled at the expense of the **Insurer** to arrange a post-mortem examination

The **Insurer** will not pay for any claim unless the terms of this Condition have been complied with

GOODS IN TRANSIT SECTION

COVER

The **Insurer** will indemnify the **Insured** for **Damage to Stock** or **General Contents** that occurs during the Period of Insurance whilst in **Transit** within the **Territorial Limits** by

- a) any vehicle operated by the **Insured**
- b) any vehicle operated by hauliers courier service rail post or other conveyance up to the Sum(s) Insured specified for each method of **Transit** stated in the Schedule

Limit of Liability

The liability of the **Insurer**

- a) **Event**

for all indemnity payable in respect of any Event or series of claims arising from any one Event will not exceed the Limit
- b) **Aggregate**
will not exceed in any one Period of Insurance the Aggregate Limit

as stated in the Schedule

EXTENSIONS

1. **Additional Expenses**
This Section also insures the additional expense of
 - a) transferring to another conveyance
 - b) reloading
 - c) removal of debris
as a result of **Damage** by fire explosion collision or overturning of the conveyance subject to a maximum of £1,000 any one loss
2. **Employees Effects**
This Section also covers **Damage** to the personal property of any **Employee** by fire explosion collision or overturning of the conveyance subject to a maximum of £500 any one loss
3. **Sheets and Ropes**
This Section also covers **Damage** to sheets tarpaulins ropes chains toggles and trolleys arising as a result of **Damage to General Contents** or **Stock** in **Transit** for which the **Insurer** has accepted liability under this Section subject to a maximum of £1,000 any one loss
4. **Loading Unloading and Storage**
For the purposes of this Section the Definition of **Transit** includes loading unloading and temporary storage in the course of a journey
5. **Unattended Vehicle**

In respect of **Damage** arising out of theft or attempted theft from any conveyance operated by the **Insured** it is a Condition Precedent to the liability of the **Insurer** that when such conveyance is left unattended

- a) all doors windows and other openings are closed properly fastened and locked
- b) any immobiliser cut out steering lock or alarm is correctly set to operate
- c) all keys are removed from the conveyance

This Condition will not apply where an **Employee** fails to secure a conveyance in accordance with the above provided that the **Insured** had

- i. issued full written instructions regarding conveyance security incorporating the above requirements to the **Employee** and
- ii. received a signed and dated receipt of such instructions from the **Employee**

EXCLUSIONS

The **Insurer** will not be liable for

1. the **Excess** specified in the Schedule
2. **Damage** to
 - i. livestock or explosives
 - ii. **Money** securities for money deeds documents manuscripts computer system records plans or business books
 - iii. precious metals bullion precious stones jewellery watches furs curiosities works of art or rare books
 - iv. wines spirits perfumes or tobacco products
 - v.
3. **Damage** caused by
 - i. defective or inadequate packaging or insufficient address of any parcel or package or load
 - ii. gradual deterioration wear and tear frost faulty or defective design latent defect or inherent vice moths insects vermin climatic conditions damp mildew rust
 - iii. loss in weight evaporation taint leakage or spillage pollution or contamination deterioration electrical or mechanical breakdown or derangement
 - iv. corrosion rust wet or dry rot shrinkage evaporation loss of weight dampness or dryness
 - v. the deterioration of **Property Insured** whilst in **Transit** in frozen chilled or insulated condition due to variations in temperature
unless due to fire explosion collision or overturning of the conveyance
4. delay loss of market or direct or indirect consequential loss or damage of any kind
5. **Damage** caused by or with the connivance of the **Insured** or any partner director or **Employee** of the **Insured**
6. **Damage** to any property more specifically insured by or on behalf of the **Insured**
7. disappearance shortage or unexplained or inventory shortage
8. **Damage** to or caused by **Dangerous Goods**
9. **Damage** to property in or on soft-topped open-topped open-sided or curtain-sided vehicles or trailers owned or operated by the **Insured** or in the care custody or control of the **Insured** if caused by
 - a) storm tempest or flood
 - b) theft or attempted theft unless the vehicle or trailer is stolen at the same time
 - c) malicious persons in respect of an unattended vehicle or Trailer
10. **Damage to Stock or General Contents** despatched on Free On Board terms unless declared to and accepted in writing by the **Insurer**
11. any **Damage** unless occurring within the **Territorial Limits**

BASIS OF SETTLEMENT

1. In respect of **General Contents** the **Insurer** will pay
 - a) the cost of reinstatement being
 - i. where the property is lost or destroyed the cost of its replacement by similar property
 - ii. where the property is damaged the cost of repairing or restoring the damaged portions in either case to a condition substantially the same as but not better or more extensive than its condition when new
 - b) the cost of removing debris being the cost incurred with the consent of the **Insurer** in removing debris dismantling demolishing shoring up and propping portions of the property but excluding any costs or expenses
 - i. incurred in removing debris from other than the area immediately adjacent to the site at which the **Damage** occurred
 - ii. arising from pollution or contamination of property not insured by this Section
 - c) the cost of professional fees being those necessarily incurred in the reinstatement of the property but not for preparing any claim

The provisions below apply

a) **Partial Damage**

Where **Damage** occurs to only part of the property the liability of the **Insurer** will not exceed the amount which the **Insurer** would have been liable to pay had the property been wholly destroyed

b) **Alternative Basis of Settlement**

The liability of the **Insurer** will be limited to the Alternative Basis of Settlement (as defined below)

- i. until the cost of reinstatement has actually been incurred
- ii. if the work of reinstatement is not carried out as quickly as is reasonably practicable
- iii. if at the time of its **Damage** the property is covered by any other insurance effected by or on behalf of the **Insured** and such other insurance is not on the identical basis of reinstatement defined in Basis of Settlement 1. a)
- iv. if it is provided in the Schedule that the Alternative Basis of Settlement applies

Under the Alternative Basis of Settlement the **Insurer** will pay the value of the property at the time of its loss or destruction or the amount of the damage including the cost of removing debris and professional fees as defined in the Bases of Settlement 1. b) and c) above and subject to the provisions and Exclusions applying to those Bases of Settlement

2. In respect of documents manuscripts and business books the **Insurer** will pay
 - a) the value of the materials as stationery
 - b) for the clerical labour expended in writing up such documents
 - c) the costs necessarily and reasonably incurred in connection with the reproduction of any information to be recorded

but excluding the value to the **Insured** of the information on or in such documents manuscripts and business books and subject to the liability of the **Insurer** not exceeding the Limit stated in the Definition of **General Contents** or the Event Limit whichever is the less

3. In respect of **Stock** and other insured property not specifically provided for the **Insurer** will pay the value of the property at the time of its loss or destruction or the amount of the damage including the cost of removing debris as defined in 1. b) above

The provision below applies

Contract Price

In respect only of goods sold but not delivered for which the **Insured** is responsible and with regard to which under the conditions of sale the sale contract is cancelled by reason of any **Damage** insured either wholly or to the extent of the **Damage** the liability of the **Insurer** will be based on the contract price

Underinsurance

If at the time of the **Damage** the Sum Insured by the relevant Item is less than eighty five per cent of the cost of the reinstatement of the Item the amount otherwise payable by the **Insurer** will be proportionately reduced

CONDITIONS

1. **Precautions**

In respect of **Damage** arising out of theft or attempted theft from any conveyance operated by the **Insured** it is a Condition Precedent to liability of the **Insurer** that after the last business **Transit** of the day has ceased and until collected by a director partner or **Employee** at the commencement of the next working day or period the conveyance is housed in a securely locked building or guarded security compound

2. **Maintenance**

In respect of **Damage** arising out of theft or attempted theft it is a Condition Precedent to the liability of the **Insurer** that any vehicle or conveyance operated by the **Insured**

- a) is properly maintained in a roadworthy condition and is used only where the vehicle or conveyance is suitable for the carriage of the property to be conveyed
- b) has all locks immobilisers and alarms properly maintained and not withdrawn or altered without the written consent of the **Insurer**

SPECIFIED ALL RISKS SECTION

COVER

The **Insurer** will pay to the **Insured** in the event of **Damage to Property Insured** described in the Schedule whilst within the **Territorial Limits** specified in the Schedule occurring during the Period of Insurance the amount of loss as stated in the Basis of Settlement

EXTENSIONS

Unattended Vehicle

In respect of loss arising out of theft or attempted theft from any unattended vehicle it is a condition precedent to the liability of the **Insurer** that

- a) all doors windows and other openings are closed properly fastened and locked
- b) any immobiliser cut out steering lock or alarm is correctly set to operate
- c) all keys are removed from the vehicle
- d) property is kept within a locked boot or locked glove compartment or covered with a load carrying compartment cover to totally obscured from view

This Condition will not apply where the vehicle is kept in a securely locked building or compound

Section Exclusion 3) is deleted

EXCLUSIONS

The **Insurer** will not be liable for

1. the **Excess** specified in the Schedule
2. **Damage** caused by
 - a) wear tear inherent defect deterioration moths insects vermin rust or any other gradually operating cause
 - b) any process of cleaning dyeing repairing or restoring
 - c) overwinding or mechanical or electrical breakdown or failure
 - d) gradual deterioration or market depreciation
 - e) use contrary to manufacturers instructions
3. loss from any unattended vehicle
4. **Damage** caused by
 - a) acts of fraud or dishonesty by the **Insureds** employees
 - b) unexplained disappearance unexplained or inventory shortage misfiling or misplacing of information
 - c) any process of fitting testing servicing repair renovation or adjustment

BASIS OF SETTLEMENT

The **Insurer** will pay the cost of reinstatement being

1. where the property is lost or destroyed the cost of its replacement by similar property
2. where the property is damaged the cost of repairing or restoring the damaged portions to a condition substantially the same as but not better or more extensive than its condition when new

The provisions below apply

- a) **Partial Damage**
Where **Damage** occurs to only part of the property the liability of the **Insurer** will not exceed the amount which the **Insurer** would have been liable to pay had the property been wholly destroyed
- b) **Reinstatement on Another Site**
The work of reinstatement may be carried out wholly or partially upon another site and in any manner suitable to the requirements of the **Insured** provided that it does not increase the liability of the **Insurer**
- c) The liability of the **Insurer** will be limited to the value of the property at the time of its loss or destruction or the amount of the damage
 - i. until the cost of reinstatement has actually been incurred
 - ii. if the work of reinstatement is not carried out as quickly as is reasonably practicable
 - iii. if at the time of its **Damage** the property is covered by any other insurance effected by or on behalf of the **Insured** and such other insurance is not on the identical basis of reinstatement

Underinsurance

If at the time of the **Damage** the Sum Insured by the relevant Item is less than eighty five per cent of the cost of the reinstatement of the Item the amount otherwise payable by the **Insurer** will be proportionately reduced

CONDITIONS

1. Limit of Liability

The liability of the **Insurer** in any one Period of Insurance will not exceed in the aggregate the Total Sum Insured or in respect of any Item its Sum Insured or any other stated Limit of Liability

LEGAL EXPENSES SECTION

ARAG plc registered in England number 02585818 Registered address 9 Whiteladies Road Clifton Bristol BS8 1NN ARAG is authorised and regulated by the Financial Conduct Authority firm registration number 452369 AmTrust Europe Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential

Regulation Authority This can be checked by visiting the FCA website at www.fca.org.uk/register or by contacting the FCA on 0845 606 1234 ARAG plc and AmTrust Europe Limited are covered by the Financial Ombudsman Service

DEFINITIONS

The following additional definitions apply to this Section and shall keep the same meaning wherever they appear in this Section

Appointed Advisor

The solicitor accountant mediator or other advisor appointed by **Us** to act on behalf of the **Insured**

Collective Conditional Fee Agreement

A legally enforceable agreement entered into on a common basis between the **Appointed Advisor** and **Us** to pay their professional fees on the basis of 100% “no-win no-fee”

Conditional Fee Agreement

A legally enforceable agreement between the **Insured** and the **Appointed Advisor** for paying their professional fees on the basis of “no-win no-fee”

Costs and Expenses

- a) Reasonable legal costs and disbursements reasonably and proportionately incurred by the **Appointed Advisor** on the standard basis and agreed in advance by **Us** The term “standard basis” can be found within the Courts’ Civil Procedure Rules Part 44
- b) In civil claims other side’s costs fees and disbursements where the **Insured** has been ordered to pay them or pays them with **Our** agreement
- c) Reasonable accountancy fees reasonably incurred under 4. Tax by the **Appointed Advisor** and agreed by **Us** in advance
- d) **Your Employee’s** basic wages or salary under 9. Loss of Earnings in the course of their employment with **You** while attending court or tribunal at the request of the **Appointed Advisor** or whilst on jury service where **You** do not pay for time lost and lost wages or salary cannot be claimed back from the court or tribunal
- e) The professional fees and expenses of an **Appointed Advisor** selected by **Us** to reduce the actual or anticipated adverse or negative publicity or media attention directed towards **You** under 11. Crisis Communication

Employee

A worker who has or alleges they have entered into a contract of service with **You** provided they have been declared to **Us**

Insured

- a) **You Your** directors partners managers officers and employees of **Your Business**
- b) The estate heirs legal representatives or assigns of any persons mentioned above in the event of such person dying
- c) A person declared to **Us** who is contracted to perform work for **You** who in all other respects **You** have arranged to insure on the same basis as **Your** other **Employees** and who performs work under **Your** supervision

Insurer

AmTrust Europe Limited

Reasonable Prospects of Success

- a) Other than as set out in b) and c) below a greater than 50% chance of the **Insured** successfully pursuing or defending the claim and if the **Insured** is seeking damages or compensation a greater than 50% chance of enforcing any judgment that might be obtained
- b) In criminal prosecution claims where the **Insured**
 - pleads guilty a greater than 50% chance of reducing any sentence or fine or
 - pleads not guilty a greater than 50% chance of that plea being accepted by the court
- c) In all claims involving an appeal a greater than 50% chance of the **Insured** being successful

Where it has been determined that **Reasonable Prospects of Success** do not exist, the **Insured** shall be liable to pay any legal costs incurred should they pursue or defend their claim irrespective of the outcome

Small Claims Court

A court in England and Wales that hears a claim falling under the small claims track in the County Court as defined by Section 26.6 (1) of the Civil Procedure Rules 1999 A court in Scotland that uses the simple claims procedure as set out by the Courts Reform (Scotland) Act 2014 A court in Northern Ireland where the sum in dispute is less than £3,000 or the equivalent jurisdiction in the United Kingdom where this Section of the Policy applies

Territorial Limits

For covers 6. Legal Defence 7. Compliance and Regulation and 12. Contract and Debt Recovery the United Kingdom, Channel Islands, Isle of Man, Norway, Switzerland and countries in the European Union For all other insured events the United Kingdom, Channel Islands and the Isle of Man

We Us Our

ARAG plc who is authorised under a binding authority agreement to administer this insurance on behalf of the **Insurer** Amtrust Europe Limited

You Your

The **Business**

BASIS OF SETTLEMENT

The **Insurer** will pay **Costs and Expenses** including the cost of appeals (and compensation awards under 2. Employment Compensation Awards) up to the Limit of Indemnity and aggregate limit specified in the Schedule to which this Policy attaches for all claims related by time or originating cause subject to all of the following requirements being met

- a) **You** have paid the insurance premium
- b) **You** keep to the terms of this Policy and cooperates fully with **Us**
- c) The insured event arises in connection with the **Business** and occurs within the **Territorial Limit**
- d) The claim
 - i. always has **Reasonable Prospects of Success**
 - ii. is reported to **Us**
 - during the Period of Insurance
 - as soon as the **Insured** first becomes aware of circumstances which could give rise to a claim
- e) Unless there is a conflict of interest the **Insured** always agrees to use the **Appointed Advisor** chosen by **Us** in any claim
 - i. to be heard by the **Small Claims Court** or an Employment Tribunal and or
 - ii. before proceedings have been or need to be issued
- f) Any dispute will be dealt with by through mediation or a court tribunal Advisory Conciliation and Arbitration Service or a relevant regulatory or licensing body with the **Territorial Limit**

A claim is considered to be reported to **Us** when **We** have received the **Insured's** fully completed claim form

Limit of Indemnity

The maximum liability of the **Insurer** in respect of all indemnity payable under this Section in respect of all claims related by time or originating cause including the cost of appeals will not exceed the Limit of Indemnity and the aggregate Limit of Indemnity stated in the Schedule in any one **Period of Insurance**

COVER

1. Employment

The **Insurer** will indemnify **You** for a dispute between **You** and **Your Employee** ex-**Employee** or a prospective employee arising from a breach or an alleged breach of their

- a) contract of service with **You** and or
- b) related legal rights

A claim can be made under this Section of the Policy provided that all internal procedures as set out in the

- i. ACAS Code of Practice for Disciplinary and Grievance Procedures or

- ii. Labour Relations Agency Code of Practice on Disciplinary and Grievance Procedures in Northern Ireland have been or ought to have been concluded

The **Insurer** will not be liable for any claim relating to

- a) the pursuit of an action by **You** other than an appeal against the decision of a court or tribunal
- b) redundancy alleged redundancy or unfair selection for redundancy occurring during the first 180 days of this Section of the Policy except where **You** have had equivalent cover in force up until the start of this Policy
- c) **Costs and Expenses** for preparation and representation at an internal disciplinary hearing grievance or appeal
- d) a pension scheme where actions are brought by 10 or more **Employees** or ex-**Employees**

2. **Employment Compensation Awards**

Following a claim **We** have accepted under 1. Employment the **Insurer** will indemnify **You** for any

- a) basic and compensatory award
- b) Employment Tribunal fees under Schedule 3 of the Employment Tribunals and the Employment Tribunal Fees Order 2013 awarded against **You** by a tribunal or
- c) an amount agreed by **Us** in settlement of a dispute

Provided that compensation is

- i. agreed through mediation or conciliation or under settlement approved by **Us** in advance or
- ii. awarded by a tribunal judgement after full argument unless given by default

The **Insurer** will not be liable for compensation awards relating to

- a) money due to an **Employee** under a contract or a statutory provision relating thereto
- b) trade union membership or non-membership industrial or labour arbitration collective bargaining agreements trade union recognition or matters concerning a European Works Council
- c) civil claims or statutory rights relating to trustees of occupational pension schemes

3. **Employment Restrictive Covenants**

The **Insurer** will indemnify **You** for

- a) a dispute with **Your Employee** or ex-**Employee** which arises from their breach of a restrictive covenant where **You** are seeking financial remedy or damages
Provided that the restrictive covenant
 - i. is designed to protect **Your** legitimate **Business** interests and
 - ii. is evidenced in writing and signed by **Your Employee** or ex-**Employee** and
 - iii. extends no further than is reasonably necessary to protect the **Business** interests and
 - iv. does not contain restrictions in excess of 12 months
- b) a dispute with another party who alleges that **You** have breached their legal rights protected by a restrictive covenant

4. **Tax Protection**

The **Insurer** will indemnify **You** for

- a) a formally notified aspect or full enquiry into **Your** tax affairs or into the personal tax affairs of **Your** directors and or partners
- b) a dispute about **Your** compliance with regulations relating to
 - i. Value Added Tax or
 - ii. Pay As You Earn or
 - iii. Social Security or
 - iv. National Insurance Contributions or
 - v. the Construction Industry Scheme or
 - vi. IR35following a compliance check by HM Revenue and Customs
- c) an enquiry into **Your** tax affairs or into the personal tax affairs of **Your** directors and or partners arising from an alleged discovery by HM Revenue and Customs

Provided that

- i. all returns are completed and have been submitted within the statutory timescales permitted; and
- ii. **You** keep proper records in accordance with statutory requirements; and
- iii. in respect of any appealable matter **You** have requested an Internal Review from HM Revenue and Customs where available

The **Insurer** will not be liable for any claim relating to

- a) tax returns which result in HM Revenue and Customs imposing a penalty or which contain careless and/or deliberate misstatements
- b) an investigation by the Fraud Investigation Service of HM Revenue and Customs
- c) circumstances where the Disclosure of Tax Avoidance Scheme Regulations apply or should apply to the **Insured's** financial arrangements
- d) any enquiry that concerns assets monies or wealth outside of Great Britain and Northern Ireland
- e) **Your** failure to register for VAT

5. **Property**

The **Insurer** will indemnify **You** for a dispute relating to material property which **You** own or is **Your** responsibility

- a) following an event which causes physical damage to **Your** material property
- b) following a public or private nuisance or trespass
- c) which **You** wish to recover or repossess from an **Employee** or ex-**Employee**

The **Insurer** will not be liable for any claim relating to

- a) a contract between **You** and a third party except for a claim under 5. c)
- b) goods in transit or goods lent or hired out
- c) the compulsory purchase of or demolition restrictions controls or permissions placed on land or property by any government local or public authority
- d) a dispute with any party other than the party who caused the damage nuisance or trespass

6. **Legal Defence**

The **Insurer** will indemnify the **Insured** for

- a) a criminal investigation and or enquiry by
 - i. the police
 - ii. a health and safety authority or
 - iii. other body with the power to prosecutewhere it is suspected that an offence may have been committed that could lead to the **Insured** being prosecuted
- b) an offence or alleged offence which leads to the **Insured** being prosecuted in a court of criminal jurisdiction
- c) a motor prosecution brought against **Your** directors and or partners that arises from the use of any vehicle for personal social or domestic purposes or to commute to or from their place of work

The **Insurer** will not be liable for any claim relating to a parking offence

7. **Compliance and Regulation**

The **Insurer** will indemnify **You** for

- a) receipt of a Statutory Notice served against **You**
- b) notice of a formal investigation or disciplinary hearing by any professional or regulatory body
- c) a civil action alleging wrongful arrest arising from an allegation of theft
- d) compensation awarded against **You** provided a claim against **You** for compensation under Section 13 of the Data Protection Act 1998 including that **You** are registered with the Information Commissioner

The **Insurer** will not be liable for any claim relating to

- a) the pursuit of an action by **You** other than an appeal
- b) a routine inspection by a regulatory authority
- c) a Health and Safety Executive Fee for Intervention

8. **Statutory Licence Appeals**

The **Insurer** will indemnify **You** for an appeal against a decision by the relevant authority to alter suspend revoke or refuse to renew **Your** statutory licence or compulsory registration

9. **Loss of Earnings**

The **Insurer** will indemnify the cost of the **Insured's** absence from work to attend court tribunal arbitration regulatory proceedings or a professional body's disciplinary hearing at the request of the **Appointed Advisor** or whilst on jury service which results in loss of earnings

The **Insurer** will not be liable for any claim relating to any sum which can be recovered from the court or tribunal

10. **Employees' Extra Protection**

At **Your** request the **Insurer** will indemnify **You** for

- a) civil proceedings are issued against **Your Employee**
 - i. for unlawful discrimination or
 - ii. in their capacity as a trustee of a pension fund set up for the benefit of **Your Employee**
- b) where an **Insured** or a member of their family suffers injury or death as a result of a sudden event
- c) a claim arising from personal identity theft targeted at **Your** directors and or partners

The **Insurer** will not be liable for any claim regarding 10. a) and b) relating to

- a) defending **You**
- b) a condition illness or disease which develops gradually over time

11. **Crisis Communication**

Following an event which causes **Your Business** significant adverse publicity or reputational damage which is likely to have a widespread financial impact on **Your Business** the **Insurer** will indemnify will

- a) liaise with **You** and **Your** solicitor (whether the solicitor is an **Appointed Advisor** under this Section of the Policy or acts on **Your** behalf under any other policy) to draft a media statement or press release and or
 - b) prepare communication for **Your** customers/staff and or a telephone or website script and or social media messaging
 - c) arrange support and represent an **Insured** at an event which media will be reporting
 - d) support the **Insured** by taking phone calls/email messages and managing interaction with media outlets
 - e) support and prepare the **Insured** for media interviews
- provided that **You** have sought and followed advice from **Our** Crisis Communication helpline

The **Insurer** will not be liable for any claim relating to

- a) matters that should be dealt with through **Your** normal complaints procedures
- b) a matter that has not actually resulted in adverse publicity appearing online in print or broadcast
- c) **Legal Costs and Expenses** in excess of £10,000

12. **Contract and Debt Recovery**

The **Insurer** will indemnify **You** for a breach or alleged breach of an agreement or alleged agreement which has been entered into by **You** or on **Your** behalf relating to the purchase hire purchase lease servicing maintenance testing sale or provision of goods or services provided that if **You** are claiming for an undisputed debt **You** have exhausted **Your** normal credit control procedures

The **Insurer** will not be liable for any claim relating to

- a) an amount which is less than £200
- b) a dispute with a tenant or lessee where **You** are the landlord or lessor
- c) the sale or purchase of land or buildings
- d) loans mortgages endowments pensions or any other financial product
- e) **Computer Equipment**, internet services which
 - i. have been supplied by **You** or
 - ii. have been tailored to **Your** requirements
- f) a breach or alleged breach of a professional duty by an **Insured**
- g) the settlement payable under an insurance policy
- h) a dispute relating to an **Employee** or ex-**Employee**

- i) adjudication or arbitration

EXCLUSIONS

The **Insurer** will not be liable for any claim relating to

1. **Costs and Expenses** or compensation awards incurred without **Our** consent
2. any actual or alleged act omission or dispute happening before or existing at the start of this Section of the Policy and which the **Insured** knew or ought reasonably to have known could lead to a claim
3. an allegation against the **Insured** involving
 - a) assault violence indecent or obscene materials dishonesty malicious falsehood defamation the manufacture dealing in or use of alcohol illegal drugs illegal immigration; except in relation to Insured event 11. Crisis Communication
 - b) offences under Part 7 of the Proceeds of Crime Act 2002 (money laundering offences)
4. defending a claim in respect of damages for injury (other than injury to feelings in relation to 1. Employment) or loss or damage to property owned by the **Insured**
5. patents copyright passing-off trade or service marks registered designs and confidential information (except in relation to 3. Employment Restrictive Covenants)
6. a dispute with any subsidiary parent associated or sister company or between shareholders or partners
7. franchise or agency agreements
8. a judicial review
9. a dispute with **Us** the **Insurer** or the party who arranged this cover not dealt with under General Condition 10. Disputes
10. The payment of fines penalties or compensation awarded against the **insured** (except as covered under 2. Employment Compensation Awards or 7. d) or costs awarded against the **Insured** by a court of criminal jurisdiction

CONDITIONS

Where the **Insurers** risk is affected by the **Insureds** failure to keep to these conditions the **Insurer** can cancel this Section of **Your** Policy refuse a claim or withdraw from an ongoing claim The **Insurer** also reserves the right to claim back **Costs and Expenses** from the **Insured** if this happens

1. **The Insured's Responsibilities**
An **Insured** must
 - a) tell **Us** immediately of anything that may make it more costly or difficult for the **Appointed Advisor** to resolve the claim in **Your** favour
 - b) cooperate fully with **Us** give the **Appointed Advisor** any instructions **We** require and keep them updated with progress of the claim and not hinder them
 - c) take reasonable steps to claim back **Costs and Expenses** and where recovered pay them to the **Insurer**
 - d) keep **Costs and Expenses** as low as possible
2. **Freedom to choose an Appointed Advisor**
 - a) In certain circumstances as set out in 2. b) below the **Insured** may choose an **Appointed Advisor** In all other cases no such right exists and **We** shall choose the **Appointed Advisor**
 - b) If
 - i. **We** agree to start proceedings or proceedings are issued against an **Insured** or
 - ii. there is a conflict of interestthe **Insured** may choose a qualified **Appointed Advisor** except where the **Insured's** claim is to be dealt with by the Employment Tribunal or **Small Claims Court** where **We** shall always choose the **Appointed Advisor**
 - c) Where the **Insured** wishes to exercise the right to choose the **Insured** must write to **Us** with their preferred representative's contact details Where the **Insured** chooses to use their preferred representative the **Insurer** will not pay more than **We** agree to pay a solicitor from **Our** panel
 - d) If the **Insured** dismisses the **Appointed Advisor** without good reason or withdraws from the claim without **Our** written agreement or if the **Appointed Advisor** refuses with good reason to continue acting for an **Insured** cover will end immediately

- e) In respect of pursuing a claim under 12. Contract and Debt Recovery **You** must enter into a **Conditional Fee Agreement** (unless the **Appointed Advisor** has entered into a **Collective Conditional Fee Agreement**) where legally permitted

3. **Consent**

- a) The **Insured** must agree to **Us** having sight of the **Appointed Advisor's** file relating to the **Insured's** claim The **Insured** is considered to have provided consent to **Us** or our appointed agent to have sight of their file for auditing and quality and cost control purposes
- b) An **Insured** shall at all times be entirely truthful and open in any evidence disclosure or statement they give and shall act with complete honesty and integrity at all times Where on the balance of probabilities and having considered carefully all the facts of the claim it appears that the **Insured** has breached this Condition and that the breach has
 - i. affected **Our** assessment of **Reasonable Prospects of Success** and or
 - ii. prejudiced any part of the outcome of the **Insureds** claimthe **Insurer** shall have no liability for **Legal Costs and Expenses**

4. **Settlement**

- a) The **Insurer** can settle the claim by paying the reasonable value of the **Insured's** claim
- b) The **Insured** must not negotiate settle the claim or agree to pay **Costs and Expenses** without **Our** written agreement
- c) If the **Insured** refuses to settle the claim following advice to do so from the **Appointed Advisor** the **Insurer** reserves the right to refuse to pay further **Costs and Expenses**

5. **Barrister's Opinion**

We may require the **Insured** to obtain and pay for an opinion from a barrister if a dispute arises regarding the merits or value of the claim If the opinion supports the **Insured** then the **Insurer** will reimburse the reasonable costs of that opinion If that opinion conflicts with advice obtained by **Us** then the **Insurer** will pay for a final opinion which shall be binding on the **Insured** and **Us** This does not affect the **Insured's** right under the Cancellation Section

6. **Acts of Parliament Statutory Instruments Civil Procedure Rules and Jurisdiction**

All legal instruments and rules referred to within this Section of the Policy shall include equivalent legislation in Scotland Northern Ireland the Isle of Man and the Channel Islands and any subsequent amendment or replacement legislation

7. **General Data Protection Regulation (GDPR)**

This is a summary of how we may collect, use, share and store personal information. To view our full privacy statement please see our website - www.arag.co.uk

Collecting personal information

We may be required to collect certain personal or sensitive information which may include name, address and date of birth and if appropriate medical information. We will hold and process any such information in accordance with the General Data Protection Regulations. Should we ask for personal or sensitive information, we undertake that it shall only be used in accordance with our privacy statement

We may also collect information for other parties such as suppliers we appoint to process the handling of a claim

Using personal or sensitive information

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

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

Keeping personal information

We shall not keep personal information for any longer than necessary

Your rights

Any person insured by this policy have a number of rights in relation to how we hold personal data including; the right to a copy of the personal data we hold; the right to object to the use of personal data or the withdrawal of previously given consent; the right to have personal data deleted. For a full list of privacy rights and when we will not be able to delete personal data please refer to our full privacy statement

ADDITIONAL SERVICES

All helplines are available 24/7 365 days a year unless where otherwise stated and they are subject to fair and reasonable use The level of fair usage will depend on individual circumstances However if our advisors consider that your helpline usage is becoming excessive they will tell you If following that warning usage is not reduced to a more reasonable level we can refuse to accept further calls

1. **Business Legal Services**
Register today at www.araglegal.co.uk and enter the voucher code **X1232K545CA3** to access the law guide and download legal documents to help with commercial legal matters
2. **Legal and Tax Advice 0344 571 7978**
If **You** have a legal or tax problem relating to **Your Business We** recommend **You** call **Our** confidential legal and tax advice helpline Tax advice is available between 9am and 5pm on weekdays (except bank holidays) The advice covers business-related legal matters within EU law and tax matters within the UK **Your** query will be dealt with by a qualified specialist who is experienced in handling legal and tax-related matters Use of this service does not constitute reporting of a claim
3. **Redundancy Approval 0117 917 1698**
We can arrange specialist advice if **You** are planning redundancies This will assist you to implement a fair selection process and ensure that the redundancy notices are correctly served This unfunded service is available 9am and 5pm on weekdays (except bank holidays)
4. **Crisis Communication 0344 571 7964**
If **You** are concerned about an event that may result in negative publicity which could affect **Your** business **You** can access professional public relations support from **Our** Crisis Communications experts

Where possible initial advice for **You** to act upon will be provided over the phone but if **Our** circumstances require professional work to be carried out in advance of any actual adverse publicity such services are available on a consultancy basis and subject to **You** paying a fee

Where an event has led to actual publicity online in print or broadcast that could damage **Your** business **You** are insured against the costs of crisis communication services under Insured event 11. when **You** use this helpline
5. **Counselling Assistance 0333 000 2082**
For an **Employee** (including family members permanently living with them) needing confidential help and advice **Our** qualified counsellors are available to provide telephone support on any matter that is causing **Your Employee** upset or anxiety from personal problems to bereavement

CLAIMS PROCEDURE

If **You** need to make a claim **You** must notify **Us** as soon as possible

- a) Under no circumstances should you instruct your own lawyer or accountant as the **Insurer** will not pay any costs incurred without **Our** agreement
- b) You can download a claim form by visiting www.arag.co.uk/newclaims or you can request one by telephoning **Us** on 0117 917 1698 between 9am and 5pm Monday to Friday (except bank holidays)
- c) **We** will issue you with a written acknowledgement within one working day of receiving your claim form
- d) Within five working days of receiving all the information needed to assess the availability of cover under this Section of the Policy **We** will write to you either

- i. confirming cover under the terms of **Your** Policy and advising **You** of the next steps to progress **Your** claim; or
 - ii. if the claim is not covered explaining in full the reason why and advising whether **We** can assist in another way
- e) When a lawyer is appointed they will try to resolve your dispute without delay arranging mediation whenever appropriate Matters cannot always be resolved quickly particularly if the other side is slow to cooperate or a legal timetable is decided by the courts

COMPLAINTS

ARAG is committed to providing a first class service at all times However if a complaint arises this should be addressed to

The Customer Relations Department
ARAG plc
9 Whiteladies Road
Clifton
Bristol
BS8 1NN
Email customerrelations@arag.co.uk
Telephone 0117 917 1561

If the matter is not concluded to your satisfaction then you may refer it to the Financial Ombudsman Service (FOS) provided that it falls within their jurisdiction The FOS can normally deal with complaints from small businesses with an annual turnover of less than €2 million They can be contacted at

The Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London
E14 9SR
Email enquiries@financial-ombudsman.org.uk
Telephone 0800 023 4567 if calling from a landline or 0300 123 9123 if calling from a mobile

The FOS is an independent service in the UK for settling disputes between consumers and businesses providing financial services **You** can find more information on the Financial Ombudsman Service at www.financial-ombudsman.org.uk

The FOS's decision is binding upon the **Insurer** but you are free to reject it without affecting your legal rights

ORIGIN UW LIMITED

Registered Office:

First Floor
20 Mount Ephraim Road
Tunbridge Wells
Kent
TN1 1ED

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