



Darwin Clayton Flooring...created

Policy Wording

POLICY INFORMATION

This Policy is underwritten by AXA Insurance UK plc and other insurance companies (the **Insurer**) and is administered by Origin UW Limited in accordance with the authority granted under their binding authority agreements

The Insurer in consideration of the payment of the Premium shall provide insurance against loss destruction damage or liability occurring at any time during the **Period of Insurance** (or subsequent period for which the Insurer accepts a renewal premium) in accordance with the section of the Policy shown as operative in the Schedule subject to the exclusion provision and conditions of the Policy

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

Each Insurer 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
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All other Sections	AXA Insurance UK plc Registered in England and Wales No 78950 Registered Office 5 Old Broad Street London EC2N 1AD A member of the AXA Group of Companies AXA Insurance UK plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority
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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

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

MAKING A CLAIM

To report or make a claim follow the instructions provided in the General Conditions - Claims Notification

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 AXA Insurance UK plc

Claims Helpline: Property 0370 850 7134 Option 3 or email spclaims.ins@axa-insurance.co.uk
Liability 01204 380 480 or email liabilityclaims.ins@axa-insurance.co.uk

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 AXA Insurance

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

How to make your complaint

The majority of complaints can be resolved quickly and satisfactorily by the department you are dealing with. If your complaint relates to a claim on your policy please contact the department dealing with your claim. If your complaint relates to anything else please contact the agent or AXA office where your policy was purchased.

Telephone contact is often the most effective way to resolve complaints quickly.

Alternatively you can write to us at

AXA Insurance Commercial complaints
AXA House
4 Parklands
Lostock
Bolton
BL6 4SD

Tel: 01204 815359

Email: commercial.complaints@axa.insurance.co.uk

When you make contact please tell us the following information

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

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

Beyond AXA

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

The FOS is an independent body that arbitrates on complaints about general insurance products. The FOS can only consider your complaint if we have given you our final decision. You have six months from the date of our final response to refer your complaint to the FOS.

This does not affect your right to take legal action.

Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London
E14 9SR

Tel: 0800 023 4567*
Tel: 0300 123 9123**
Fax: 020 7964 1001

Email: complaint.info@financialombudsman.org.uk
Web: www.financialombudsman.org.uk

Our promise to you

We will

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

Telephone calls may be recorded and monitored

Making a complaint

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

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

Financial Services Compensation Scheme (FSCS)

AXA Insurance UK plc are covered by the Financial Services Compensation Scheme (FSCS) You may be entitled to compensation from the scheme in the unlikely event we cannot meet our obligations to you This depends on the type of insurance size of the business and the circumstances of the claim

Further information about the compensation scheme arrangements is available from the FSCS (www.fscs.org.uk)

The European Commission has also provided an Online Dispute Resolution Service for logging complaints To use this service please go to: <http://ec.europa.eu/odr>

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 Notice

AXA Insurance UK plc is part of the AXA Group of companies which takes your privacy very seriously For details of how we use the personal information we collect from you and your rights please view our privacy policy at www.axa.co.uk/privacy-policy If you do not have access to the internet please contact us and we will send you a printed copy

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GENERAL DEFINITIONS

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

Alarmed buildings

The **Building(s)** or those portions of the **Building(s)** used by the **Insured** at the **Premises** protected by the **Intruder Alarm System**

Asbestos

Asbestos in any form asbestos fibres or particles or derivatives of asbestos or any material containing asbestos

Bodily Injury

Death bodily injury illness or disease

Building(s)

The buildings outbuildings extensions and garages together with landlords fixtures and fittings in or on them foundations or footings canopies annexes gangways conveniences chimneys fire escapes walls gates and fences yards car parks roads and pavements piping ducting cables wires and associated control gear CCTV systems entry and exit systems signage and accessories on the **Premises** and extending to the public mains but only to the extent of the **Insureds** responsibility

Business

The Business shown in the Schedule

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**

Computer Systems

Computer or other equipment or component or system or item which processes stores transmits or receives **Data**

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 destruction or damage

Dangerous Goods

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

Data

Any data of any sort whatever including without limitation tangible or intangible data and any programs or software bandwidth cryptographic keys databases documents domain names or network addresses or anything similar files interfaces

metadata platforms processing capability storage media transaction gateways user credentials websites or any information whatever

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

Denial of Service Attack

Any actions or instructions constructed or generated with the ability to damage interfere with or otherwise affect the availability or performance of networks network services network connectivity or **computer systems** Denial of service attacks include but are not limited to the generation of excess traffic into network addresses the exploitation of system or network weaknesses the generation of excess or non-genuine traffic between and amongst networks and the procurement of such actions or instructions by other computer systems

Employee(s)

- Anyone under a contract of service or apprenticeship with the **Insured**
- Anyone who is
 - a) employed by the **Insured** or on the **Insureds** behalf on a labour only basis
 - b) self employed
 - c) hired to the **Insured** or borrowed by the **Insured** from another employer
 - d) a voluntary helper or taking part in a work experience or training scheme and under the control of 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

Flood

Damage caused by

- the escape of water from the normal confines of any natural or artificial water course lake reservoir canal drain or dam
- inundation from the sea
- inundation by rainwater or rainwater induced run off other than where the inundation is solely caused by or solely results from ingress of rainwater through or via the roof of the **Building**

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 Systems** whether the property of the **Insured** or not

Insured

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

Insurer

The insurers as shown on the Policy Schedule

Intruder Alarm System

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

Key holder

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

Money

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

Negotiable Money

Bills of exchange uncrossed promissory notes cash bank and currency notes uncrossed cheques giro cheques including preauthenticated giro cheques uncrossed postal orders uncrossed money orders uncrossed warrants current postage stamps unused units in franking machines National Savings stamps and certificates National Insurance stamps trading stamps gift tokens gaming machine tokens lottery tickets (excluding scratch cards held in stock for resale) customer redemption vouchers authenticated travel tickets phone cards (excluding phone cards held in stock for resale) holiday with pay stamps luncheon vouchers securities for money travel warrants

Non-negotiable Money

Crossed warrants credit company sales vouchers debit card sales vouchers crossed cheques crossed giro drafts crossed postal orders and crossed money orders crossed national giro bank orders crossed promissory notes crossed bankers drafts premium bond certificates VAT purchase receipts credit card counterfoils premium bonds savings bonds stamped National Insurance cards and National savings certificates

Offshore

On or working from or travelling by sea or air to from or between an offshore rig platform or similar offshore installation

Period of Insurance

The period from the start date to the expiry date shown in the Schedule

Phishing

Any access or attempted access to **Data** made by means of misrepresentation or deception

Policy

Policy Schedule and Endorsements attached or issued

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 systems
- Digital cameras

Premises

The address(es) shown in the Schedule

Principal

Employer who has engaged the **Insured** to act on their behalf under a contract for the performance of work by the **Insured** in connection with the **Business**

Products

Products sold supplied provided or delivered by the **Insured** including

- containers packaging labelling instructions or advice in connection with products
- **Services** that have been completed as part of a contract for sale or supply of products in the course of the **Business**

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

Services

Work process or other operation undertaken by the **Insured** or undertaken on the **Insureds** behalf including any goods or materials used in connection with those work process or other operation in the course the **Business**

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**

Standard Construction

Brick stone or concrete built and roofed with slates tiles metal concrete asphalt or sheets or slabs composed entirely of non combustible mineral ingredients and plastic roof lights
Buildings constructed of metal or composite panels insulated with materials other than polystyrene will be regarded as standard construction

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 Channel Islands and the Isle of Man

Terrorism

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

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

In the Channel Islands and the Isle of Man An act of any person(s) acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of any government de jure or de facto

Anywhere in the World that is not England Scotland Wales Northern Ireland the Channel Islands or the Isle of Man an act of any person(s) acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence any government de jure or de facto

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(s)** or any portions of the **Building(s)** which are wholly empty mainly empty or not in use by the **Insured** or any of the **Insureds** tenants for more than 30 consecutive days

Virus or Similar Mechanism

Program code programming instruction or any set of instructions constructed with the purpose and ability or purposely used to damage interfere with adversely affect infiltrate or monitor computer programs computer systems data or operations whether involving self-replication or not The meaning of virus or similar mechanism includes but is not limited to trojan horses worms and logic bombs and the exploitation of bugs or vulnerabilities in a computer program to damage interfere with adversely affect infiltrate or monitor as above

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. Fair Presentation of Risk

The **Insured** has a duty to make a fair presentation of the risk which they wish to insure. This applies prior to the start of the Policy if any variation is required during the **Period of Insurance** and prior to each renewal. If the **Insured** does not comply with this condition then:

- a) If the failure to make a fair presentation of the risk is deliberate or reckless the **Insurer** can elect to make the **Policy** void and keep the premium. This means treating the Policy as if it had not existed and that the **Insurer** will return the premiums or
- b) If the failure to make a fair presentation of the risk is not deliberate or reckless and the **Insurer** would not have provided cover had the **Insured** made a fair presentation then the **Insurer** can elect to make the **Policy** void and return the premium or
- c) If the failure to make a fair presentation of the risk is not deliberate or reckless and the **Insurer** would have issued cover on different terms had the **Insured** made a fair presentation of the risk then the **Insurer** can
 - i. reduce proportionately any amount paid or payable in respect of a claim under the Policy using the following formula. The **Insurer** will divide the premium actually charged by the premium which would have been charged had the **Insured** made a fair presentation and calculate this as a percentage. The same percentage figure will be applied to the full amount of the claim to arrive at the proportion of the claim to be paid or payable and/or
 - ii. treat the Policy as if it had included the different terms (other than payment of the premium) that the **Insurer** would have imposed had the **Insured** made a fair presentation
- d) Where the **Insurer** elect to apply one of the above then
 - i. if the **Insurer** elect to make the Policy void this will be from the start of the Policy or the date of variation or from the date of renewal
 - ii. The **Insurer** will apply the formula calculated by reference to the premium that would have been charged to claims from the start of the Policy or the date of variation or from the date of renewal
 - iii. The **Insurer** will treat the Policy as having different terms imposed from the start of the Policy or the date of variation or from the date of renewal depending on when the failure to make a fair presentation occurs

3. Reasonable Care

The **Insured** must take reasonable steps to

- a) prevent or protect against injury, loss or damage
- b) keep the **Premises**, machinery, plant and equipment and all other **Property Insured** in good condition and in full working order
- c) remedy any defect or any danger that becomes apparent as soon as possible

If required by the **Insurer** the **Insured** must allow access to the premises and/or activities of the business to carry out inspection or survey. The **Insured** must complete any risk improvements that the **Insurer** asks for within a reasonable period of time advised by the **Insurer**.

4. Claims notification

The **Insured** must

- a) as soon as practical
 - i. notify the **Insurer** of any circumstances which might lead to a claim under the Policy
 - ii. give the **Insurer** all the information requested
- b) immediately
 - i. on receipt send the **Insurer** every letter, court order, summons or other legal document served upon the **Insured**
 - ii. notify the **Insurer** about any prosecution, inquest or fatal accident inquiry or dispute for referral to adjudication or court proceedings in connection with any potential claim under the Policy

- iii. notify the police of any loss or damage that has been caused by malicious persons thieves rioters strikers or vandals

The **Insurer** will not pay the claim where the **Insured** has not complied with this Condition

5. **Claims procedure**

- a) The **Insured** must take or allow others to take practical steps to prevent further injury loss or damage recover property lost and otherwise minimise the claim
- b) At the **Insureds** expense the **Insurer** must be provided with
 - i. full details in writing of any injury loss or damage and any further information or declaration which may reasonably be required
 - ii. any assistance to enable the **Insurer** to settle or defend a claim
 - iii. details of any other relevant insurances
- c) The **Insured** may not accept negotiate pay settle admit or repudiate any claim without the **Insurers** written consent
- d) Following a claim the **Insured** must allow the **Insurer** or anyone authorised by the **Insurer**
 - i. access to premises
 - ii. to take possession of or request delivery to us of any **Property Insured**
- e) The **Insured** may not abandon any property to the **Insurer**
- f) The **Insurer** will be allowed complete control of any proceedings and settlement of the claim

The **Insurer** will not pay the claim where the **Insured** has not complied with this Condition

6. **Cancellation**

- a) The **Insured** may cancel the Policy within 14 days of receiving the Policy in the first **Period of Insurance** if for any reason the **Insured** is dissatisfied or the Policy does not meet their requirements
- b) The **Insured** may cancel the Policy at any time if the **Business** is sold by them or ceases to trade or the **Property** shown in the Schedule is sold
- c) The **Insurer** can cancel the Policy
 - i. at any time by giving 30 days written notice to the **Insureds** last known address
 - ii. immediately without giving notice if the premium has not been paid

Where the Policy is cancelled in accordance with any of the above provisions the **Insurer** will refund part of the premium paid proportionate to the unexpired **Period of Insurance** following cancellation provided that no claim has been paid or is outstanding in the current **Period of Insurance** Cancellation of the Policy will not affect any claims or rights the **Insured** or the **Insurer** may have before the date of cancellation

The **Insurer** does not have to offer renewal of the Policy and cover will cease on the expiry date

7. **Fraud**

The **Insured** and anyone acting for the **Insured** must not act in a fraudulent way

If the **Insured** or anyone acting for the **Insured**

- a) knowingly makes a fraudulent or exaggerated claim under the Policy
- b) knowingly makes a false statement in support of a claim (whether or not the claim itself is genuine) or
- c) knowingly submit a false or forged document in support of a claim (whether or not the claim itself is genuine)

The **Insurer** will

- a) refuse to pay the claim
- b) declare the Policy void from the date of the fraudulent act without any refund of premiums

The **Insurer** may also inform the police of the circumstances

8. **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**

9. **Arbitration**

If the **Insurer** agrees to pay the claim and the **Insured** disagrees with the amount to be paid it may be referred to an arbitrator who is jointly appointed Alternatively depending on the size of the **Business** the **Insured** may be able to refer the case to the Financial Ombudsman Service (FOS) In either case this will not affect the **Insureds** right to take action against the **Insurer** over this disagreement

This Condition does not apply to the Public and Products Liability Section and its extensions or the Employers Liability Section and its extensions

10. **Law Applicable**

The **Insurer** and the **Insured** can choose the law which applies to this Policy The **Insurer** proposes that the Law of England and Wales apply Unless the **Insurer** and the **Insured** agree otherwise the Law of England and Wales will apply to this Policy

11. **Third Party Rights**

This contract is between the **Insured** and the **Insurer** The rights under this contract will not be enforceable by any other party because of the Contract (Rights of Third Parties) Act 1999

12. **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

13. **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

14. **Minimum Security Standards**

It is a condition precedent to liability that the following minimum level of security must be installed and maintained at the **Premises** and put into use whenever the **Premises** are closed for business or left unattended Alternative minimum security protections can only be installed with the **Insurers** written permission

- a) all external doors of the building(s) or any part of the building(s) used by the **Insured** at the **Premises** must be secured as follows
 - i. timber doors must be fitted with an appropriate mortice deadlock which has 5 or more levers and/or conforms to British Standards BS 3621 or European Norm EN 1303 together with a matching metal box striking plate installed in accordance with the manufacturer's recommendations
 - ii. aluminium doors must be fitted with integral cylinder key operated mortice deadlocks to EN 1303
 - iii. UPVC doors must be fitted with key operated multi-point locking devices incorporating swinging/claw locking bolts
 - iv. the first closing leaf of double leaf doors must be fitted internally with bolts top and bottom
- b) all internal doors in the building(s) that give access to any part of the building(s) not used by you for the purpose of the **Business** are to be fitted with
 - i. timber doors must be fitted with an appropriate mortice deadlock which has 5 or more levers and/or conforms to BS 3621 or EN 1303 together with a matching metal box striking plate installed in

- accordance with the manufacturer's recommendations
- ii. aluminium doors must be fitted with integral cylinder key operated mortice deadlocks to EN 1303
- iii. UPVC doors must be fitted with key operated multi-point locking devices incorporating swinging/claw locking bolts
- iv. the first closing leaf of double leaf doors must be fitted internally with bolts top and bottom
- c) all opening external basement ground floor and other accessible windows (accessible includes a window that can be easily reached from an adjacent flat roof a fire escape balconies canopies or down pipes) fanlights roof lights skylights must all to be fitted with suitable and appropriate key operated window locks installed in accordance with the manufacturers recommendations All louvered windows must have their louvers permanently fixed into place to ensure they cannot be removed from their fixings This requirement does not apply to windows protected by solid steel bars weld mesh or expanded metal grills securely fixed to the brickwork surrounding the window
- d) any door or window officially designated by the local planning officer local building control officer or as defined within the business fire risk assessment forming part of an emergency exit route is excluded from the above requirements The doors and windows must only be secured using suitable and appropriate internally operated quick release type of security devices specifically designed for this purpose mortice deadlocks conforming to BS 8621 panic bars/latches conforming to BS EN 11255
- e) each item of electronic equipment with an individual replacement value of £10,000 or more must be securely anchored to the desk workstation or to the structure of the building in accordance with the following Loss Prevention Standard (LPS) requirements
 - i. in respect of electronic equipment such as PCs Laser Printers or Fax Machines all items must be secured in accordance with LPS 1214 requirements
 - ii. in respect of electronic equipment such as Blade Servers Computer Cabinets and Security Enclosures all items must be secured in accordance with LPS 1175 requirements

15. Alarm condition

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 in respect of **Damage** following entry or attempted entry to or exit from the **Alarmed Buildings** by forcible and violent means the **Insured** must ensure that the following must be complied with

- a) the **Alarmed Buildings** are protected by an **Intruder Alarm System** designed installed and maintained to British Standard BS 4737 or European Norm EN 0131 including where stipulated by the **Insurer** or the local police authority British Standard BS8243 for installation of intruder alarm systems designed to generate confirmed alarms
- b) the intruder alarm installation and maintenance company must be both
 - i. a member of an alarm inspectorate which is accredited by the United Kingdom Accreditation Service (UKAS) to EN 45011 or EN 45012
- and
 - ii. accredited and operate a quality management system in accordance with EN International Organization for Standardization (ISO) 9000
- c) the **Intruder Alarm System** must be maintained in full and efficient working order under a contract to provide both corrective and preventative maintenance as per the requirements of BS 4737 or EN 50131 with the installing company or such other company as agreed with the **Insurer** Where remote alarm signalling is required the signal transmission must be transmitted to an alarm receiving centre fully compliant with BS 5979 and operated by a company accredited and operating to a quality management system in accordance with EN ISO 9000
- d) no alteration to or substitution of
 - i. any part of the **Intruder Alarm System**
 - ii. the maintenance contract
 - iii. the structure of the **Alarmed Buildings** or changes to their layout which would affect the effectiveness of the **Intruder Alarm System**
 - iv. the procedures agreed with the **Insurer** for police or any other response to any activation of the **Intruder Alarm System** be made without our written agreement
- e) the **Alarmed Building** will not be left unattended without the **Insurers** agreement
 - i. unless the **Intruder Alarm System** is set in its entirety with the means of communication used to transmit signals (including both alarm transmission systems for dual signalling systems) in full operation
 - ii. if the police have withdrawn their response to alarm activations
If the alarm system is not fully operative the **Insured** must make arrangements for the **Premises** to be attended until the **Intruder Alarm System** is fully operational
- f) The **Insured** must keep all security codes for the **Intruder Alarm System** confidential and all codes and keys

- must be removed from the **Premises** when they are left unattended
- g) The **Insured** will appoint at least two **Key Holders** and give written details (which must be kept up to date) to the alarm company and either the police or the alarm receiving centre
- h) in the event of notification of any activation of the **Intruder Alarm System** or interruption of means of communication including one or both alarm transmission systems for dual signalling systems during any period the Intruder Alarm System is set a **Keyholder** will attend the **Premises** as soon as reasonably possible. If the alarm cannot be reset following the **Key Holder** attendance the **Insured** must make arrangements for the **Premises** to be attended until the **Intruder Alarm System** is fully operational
- i) in the event of the **Insured** receiving any notification
 - i. that the police attendance in response to alarm signals or calls from the **Intruder Alarm System** may be withdrawn or the level of response reduced or delayed
 - ii. from a local authority or magistrate imposing any requirement for abatement of nuisance
 - iii. that the **Intruder Alarm System** cannot be returned to or maintained in full working order
 The **Insured** will tell the **Insurer** as soon as possible but in any event within 7 days and comply with any subsequent requirements stipulated by the **Insurer**

16. **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

17. **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

18. **Excess**

The first amount of any claim or claims for which the **Insured** are responsible

19. **Other Insurance**

If a claim is made under the Policy and there is other insurance cover for which the **Insured** are or would be but for this Policy entitled to have a claim paid under the other insurance the **Insurer** will at their option either pay

- a) a proportionate share of the claim
- or
- b) an amount beyond that which is or would be payable under the other insurance

20. **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

21. **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**)

22. **Unoccupied Buildings**

It is a condition precedent in respect of any **Unoccupied Buildings** that the **Insured** must tell the **Insurer** as soon as they become aware of any **Buildings** or portions of **Buildings** at the Premises becoming **Unoccupied** or **Unoccupied Buildings** or portions of **Unoccupied Buildings** at the Premises becoming occupied

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

23. **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 oily or greasy waste and cloths must be kept in metal bins with close fitting metal lids and removed from the buildings at the end of each working day and from the premises at least once a week
- b) all other trade refuse must be swept up and removed daily from the buildings and from the premises at least once a week

24. **Stillage Condition**

It is a condition precedent to liability that **General Contents** and **Stock** which are moveable in any basement or cellar must be raised at least ten centimetres above the floor

25. **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**

26. **Sanctions**

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

27. **Change in risk**

The **Insured** must notify the **Insurer** as soon as possible during the **Period of Insurance** of any change

- a) to the **Business**
- b) in the person firm company or organisation shown in the Schedule as the **Insured**
- c) to the information the **Insured** provided to the **Insurer** previously or any new information that increases the risk of loss as insured under any Section of the Policy

The Policy will come to an end from the date of the change unless the **Insurer** agrees in writing to accept an alteration

The **Insurer** does not have to accept any request to vary the Policy. If the **Insured** wishes to make any alteration to the Policy the **Insured** must disclose any change to the information previously provided or any new information that could affect this insurance. If the **Insurer** accepts any variation to the Policy an increase in the premium or different terms or conditions of cover may be required

28. **Conditions Precedent**

It is a condition precedent to any liability on the part of the **Insurer** under this Policy that the terms hereof so far as they relate to anything to be done or complied with by the **Insured** are duly and faithfully observed

If on the happening of a loss the **Insured** is not complying with the requirements of any Condition and the Condition is designed to reduce a loss of a particular kind at a particular location and/or at a particular time and the **Insured** is able to prove that the non-compliance with the Condition could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred the **Insured** will be covered and the **Insurer** will pay the claim

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

General Exclusions 1. to 3. only apply in respect to the Property All Risks, Business Interruption, Specified All Risks and Contractors All Risks Sections

General Exclusions 8. and 10. do not apply to the Public and Products Liability Employers Liability and Terrorism Sections

This Policy does not cover

1. **War Risks**

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

2. **Radioactive Contamination**

damage or any other loss or expense resulting or arising from damage to any property or any consequential loss directly or indirectly caused by or contributed to by or arising from

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

3. **Aircraft or Aerial Devices**

loss destruction or damage caused by or occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds but this will not exclude subsequent **Damage** which itself results from a cause not otherwise excluded

4. **Punitive Damages**

liability in respect of any award of punitive exemplary or aggravated damages or additional damages resulting from the multiplication of compensatory damages by a court of law outside the **Territorial Limits**

5. **Pollution or Contamination**

loss destruction or damage caused by pollution or contamination unless the **Damage** is caused by

- a) pollution or contamination which itself results from a **Defined Peril** provided that peril is covered by this Policy
- b) any **Defined Peril** provided that peril is covered by this Policy which itself results from pollution or contamination

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. **Change in Water Table Level**

loss damage or destruction attributable solely to change in the water table level

7. **Consequential Loss or Damage**

direct or indirect consequential loss or damage of any kind or description except where specifically included

8. **Electronic Risks**

The **Insurer** will not pay for any losses directly or indirectly caused by contributed to by or arising from or occasioned by or resulting from

- a) damage to or the destruction of any **Computer Systems** or
- b) any alteration modification distortion erasure or corruption of **Data**

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

However this will not exclude subsequent **Damage** which is covered by this Policy which itself results from a **Defined Peril** covered by this Policy except for damage caused by malicious persons other than thieves

9. **Date recognition**

Loss destruction or damage directly or indirectly caused by contributed to or arising from the failure of equipment (including hardware and software) to correctly recognise any given date to process data or to operate properly due to failure to recognise any given date but this will not exclude subsequent **Damage** which itself results from a **Defined Peril** covered by this Policy

10. **Terrorism and Northern Ireland**

loss damage cost or expense of any nature directly or indirectly caused by resulting from or in connection with

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

If any of the points above are found to be invalid or unenforceable the remainder of the points shall remain in full force and effect

In any action lawsuit or other proceedings or where the **Insurer** state that any loss damage cost or expense is not covered by this Policy it will be the responsibility of the **Insured** to prove that they are covered

- c) Anywhere in the World that is not England Scotland Wales Northern Ireland the Channel Islands or the Isle of Man
 - i. any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss
 - ii. any action taken in controlling preventing suppressing or in any way relating to any act of terrorism

PROPERTY ALL RISKS SECTION

DEFINITIONS

Premises

The premises shown in the Schedule

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 subject to the provisions below

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
- a. 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)
- iii. 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. Loss destruction or 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 omission by the **Insured** any of the **Insureds employees** or anyone on the **Insureds** behalf
 - 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. Loss destruction or 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 connected to them
 - d) mechanical or electrical breakdown or derangement in respect of the particular machine apparatus or equipment in which the breakdown or derangement originatesbut 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. Loss destruction or 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. Loss destruction or 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. Loss destruction or damage caused by or consisting of disappearance unexplained or inventory shortage misfiling or misplacing of information
6. Loss destruction or 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. Loss destruction or damage by wind rain hail sleet snow flood or dust to any moveable property in the open or fences and gates
8. Loss destruction or damage to the **Building(s)** or structure caused by its own collapse or cracking unless it results from a **Defined Peril** and is not otherwise excluded
9. Loss destruction or 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. Loss destruction or 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. Loss destruction or 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
13. loss destruction or damage caused by or consisting of fraud or dishonesty by the **Insureds** employees or any partner director or member of the **Insureds** family but this will not exclude subsequent **Damage** which itself results from a **Defined Peril** covered by this Section
14. loss destruction or damage by theft or attempted theft caused by or in conjunction with the **Insured** or any of the **Insureds** partners directors or employees or any member of the **Insureds** family or any other person lawfully at the **Premises**

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. **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

3. **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
4. **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**
5. **Flammable Liquids (Storage) Condition**
It is a Condition Precedent to the liability of the **Insurer** that
- a) any liquid with a Flash Point of below 32 Degrees Celsius will be kept in metal drums or cans and such containers will be kept securely closed when not in use and when such containers are empty they will be removed from the **Buildings**
 - b) bulk supplies of such liquids will be kept in an outside store of non-combustible construction and not more than one days supply of such liquids will be brought into the **Buildings** at any one time
 - c) at the end of each working day all such supplies will be returned to the said store
6. **Construction of Buildings**
Unless otherwise stated the **Buildings** described in the **Insureds** Schedule must be of **Standard Construction**

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 within a one mile radius 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

- a) any loss as a result of damage at any premises not within the **Territorial Limits** unless specifically stated in the Schedule
- b) 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

- a) any loss as a result of damage at any premises not within the **Territorial Limits** unless specifically stated in the Schedule
- b) 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
- c) 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

- a) any loss as a result of damage at any premises not within the **Territorial Limits** unless specifically stated in the Schedule
- b) 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

- a) any loss other than those costs for the sole purpose of participating in such exhibition incurred prior to the date of the **Damage**
- b) any loss as a result of damage at any premises not within the **Territorial Limits** unless specifically stated in the Schedule
- c) 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

- a) any loss as a result of damage at any premises not within the **Territorial Limits** unless specifically stated in the Schedule
- b) 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
- c) 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**

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 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. **Murder suicide or disease**

The **Insurer** will indemnify the **Insured** in respect of loss resulting from interruption or interference with with the **Business** conducted by you at the **Premises** as a result of

- a) the occurrence of any of the following specified human infectious or human contagious diseases
 - i. Acute Encephalitis
 - ii. Acute Poliomyelitis
 - iii. Anthrax
 - iv. Chicken Pox
 - v. Cholera
 - vi. Diphtheria
 - vii. Dysentery
 - viii. Legionellosis
 - ix. Legionnaires Disease
 - x. Leprosy
 - xi. Leptospirosis
 - xii. Malaria
 - xiii. Measles
 - xiv. Meningococcal Infection
 - xv. Mumps
 - xvi. Ophthalmia Neonatorum
 - xvii. Paratyphoid fever
 - xviii. Plague
 - xix. Rabies
 - xx. Rubella
 - xxi. Scarlet Fever
 - xxii. Smallpox
 - xxiii. Tetanus
 - xxiv. Tuberculosis
 - xxv. Typhoid Fever
 - xxvi. Viral Hepatitis
 - xxvii. Whooping Cough
 - xxviii. Yellow Fevermanifested by any person whilst at the **Premises** or within a 25 mile radius of it
- b) murder or suicide at the **Premises**
- c) injury or illness sustained by any person arising from or traceable to foreign or injurious matter in food or drink provided at the **Premises**
- d) The discovery of vermin or pests in the **Building(s)** that prevents the use of or part use of the **Building(s)** by order of the public authority

- e) the closing of the whole or part of the premises by order of the public authority as a result of a defect in the drains or other sanitary arrangements at the **Premises**

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

The **Insurer** will not cover any costs incurred in the cleaning repair replacement recall or checking of the property insured

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 excavationat 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 originatesbut 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 DEBTS SECTION

DEFINITION

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

Terrorist Act

Any act of a person or group directed towards the overthrowing or influencing of any government or putting any section of the public in fear by threat force or violence or other means

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 **Bodily Injury** sustained by a director or **Employee** resident in the **Territorial Limits** arising out of and in the course of employment by the **Insured** 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

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 a **Terrorist Act** 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 or any subsequent amending legislation 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 and expenses of an appeal against improvement or prohibition notices
- d) costs and expenses on indictment for manslaughter corporate manslaughter corporate homicide or culpable homicide other than Health & Safety Legislation costs already incurred
- e) costs and expenses provided for under any other insurance or security
- f) costs and expenses of any investigation or prosecution brought other than under the laws of the **Territorial Limits**

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 **Bodily 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 **Bodily 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 **Bodily Injury** is sustained whilst such partner is working in connection with the **Business**
- b) the **Bodily 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 **Bodily 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

7. Overseas Employees Cover

If **Bodily injury** is caused during the **Period of Insurance** to any person under a contract of service or apprenticeship, arising out of and in the course of their employment by the **Insured** in connection with the **Business** and who is resident outside the **Territorial Limits** the **Insurer** will indemnify the **Insured** in respect of damages which the **Insured** is legally liable to pay by a court of law having jurisdiction within the **Territorial Limits**

The **Insurer** will not indemnify the **Insured**

- a) for any action or recovery brought or commenced
 - i. in a court of law outside England Scotland Wales Northern Ireland the Channel Islands and the Isle of Man
 - ii. in connection with any workmen's compensation or other social insurance or arising from the **Insureds** failure to meet legal obligations or to pay adequate contributions for that insurance
- b) where an insurance policy covering legal liability for **Bodily Injury** caused to any **employee** is arranged outside England Scotland Wales Northern Ireland the Channel Islands and the Isle of Man

EXCLUSIONS

The **Insurer** will not be liable for

1. Road Traffic Act Exclusion

claims for **Bodily Injury** to an **Employee** in circumstances where it is necessary to arrange compulsory motor insurance or security under any Road Traffic Legislation

2. Offshore

liability caused by or arising from any **Services Offshore**

3. Radioactive Contamination

liability caused by or arising from any type of nuclear radiation nuclear material nuclear waste nuclear reaction or radioactive contamination

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

6. **Hazardous Activities Exclusion**

any liability arising out of or in connection with work involving

- a) demolition except demolition solely undertaken with hand held tools and of structures not exceeding 5 metres in height when such work forms an ancillary part of a contract for construction rebuilding alteration maintenance or repair
- b) the construction alteration maintenance or repair of bridges viaducts towers steeples spires pylons chimney shafts blast furnaces mines dams reservoirs ships docks tunnels or similar structures
- c) underpinning pile driving quarrying tunnelling or water diversion
- d) the use of explosives

PUBLIC & PRODUCTS LIABILITY SECTION

DEFINITIONS

Contractual Liability

Legal liability assumed by the **Insured** under the express or intended terms of any contract or agreement that restrict the **Insureds** right of recovery or increase their liability at law beyond that applicable in the absence of those terms

Electronic Data

Facts concepts or information in a form usable for communications interpretation or processing by electronic or electro-mechanical data processing or electronically controlled equipment which includes programmes software firmware operating systems or other coded instructions for the processing or manipulation of data

Hot work

Any work that requires uses or produces open flames or any other sources of heat or sparks that could ignite flammable or combustible materials

Keys

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

North America

- a) the United States of America and Canada
- 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 **Bodily 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

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**

Railway

Any tracked railway system for the conveyance of people or goods including any amusement leisure or funicular railway

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 American** in respect of **Bodily 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**

Terrorist Act

Any act of a person or group directed towards the overthrowing or influencing of any government or putting any section of the public in fear by threat force or violence or other means

Works

Work goods or materials comprising or forming part of a contract or development that you own or possess or which is in your custody or under your control or for which you are responsible in the course of the business

COVER

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

- a) **Bodily Injury** to any person
- b) **Damage** to Property
- c) nuisance trespass obstruction or interference with any right of way light air or water

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 a **Terrorist Act** 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 **Bodily Injury** or **Physical Loss** arising while such vehicle is being driven by the **Insured** or any partner or director
- c) for **Bodily Injury** to any **Employee**
- d) for **Bodily Injury** or **Physical Loss** occurring outside the **Territorial Limits**
- 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) **Bodily 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) **Bodily 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) 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 **Bodily 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 **Contractual Liability** 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 (and subsequent legislation) – 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 of an appeal against improvement or prohibition notices
- d) on indictment for manslaughter corporate manslaughter corporate homicide or culpable homicide other than Health & Safety Legislation costs already incurred
- e) costs and expenses provide for under any other insurance or security
- f) the investigation or prosecution brought under the laws of another territory

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 **Bodily 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. **Defective Workmanship**

In the event of

- a) **Injury** of any person other than an **Employee** or

- b) damage to property other than **Products** supplied

happening during the Period of Insurance and caused by defective work or defective **Products** the **Insurer** will Indemnify the **Insured** in respect of their legal liability for the costs of rectifying defective work or the defective **Product**

Provided that

- a) the total amount payable under this Extension in respect of any one Period of Insurance shall not exceed £250,000 in respect of all claims occurring in the aggregate during any Period of Insurance
- b) The **Insurer** shall not be liable for
 - i. the first 10% of each and every loss subject to a minimum of £500 and a maximum of £5,000
 - ii. costs arising from a defect or error in or in connection with advice or instructions relating to the design plan specification use or storage of such **Products** or any omission from or in connection with such advice or instructions and any losses consequent thereon
 - i. liability arising from any express warranty or guarantee which increases the liability of the **Insured**
 - iv. liability for rectification of which notice to the **Insured** was first given or which the **Insured** was first asked or required to carry out prior to the completion of the contract for the **Goods Supplied** and any maintenance or defects liability period attaching by reason of that contract or any subsequent contract or agreement

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. **Damage to Property Being Worked On**

Notwithstanding Exclusion 2. to this Section the **Insurer** will indemnify the **Insured** in respect of liability in accordance with the cover provided by this Section arising from or out of **Physical Loss** caused by any fitting modification repair or servicing of flooring undertaken by the **Insured** occurring within the **Territorial Limits** during the Period of Insurance

Provided that the liability of the **Insurer** in respect of all claims arising from or out of physical loss of or physical damage to material property belonging to customers of the **Insured** removed from the premises of such customers by the **Insured** or any **Employee** shall not exceed £50,000 in respect of all claims occurring in the aggregate during any Period of Insurance

The **Insurer** shall not be liable for

- a) the first £250 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

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) **Contractual Liability**
- b) liability arising
 - i. from the non-performance non-completion or delay in completion of any contract or agreement
 - ii. 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**
 - iii. from libel slander deceit injurious falsehood or infringement of plans copyright patent trade name trade mark or registered design
 - iv. from any professional act error omission or advice
 - v. in connection with the Data Protection Act 1998 or any amending legislation
 - vi. 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
- c) penalty sums fines liquidated damages or payments due under any statutory regulation or bye-law
- d) 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**
- e) loss of or damage to information represented or stored electronically
- f) 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 **Bodily 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

EXCLUSIONS

These apply in addition to the General Exclusions

The **Insurer** will not be liable for

1. **Employers Liability**

liability for **Bodily Injury** sustained by any **Employee** arising out of and in the course of their employment with 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 caused by or arising from any **Services 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. **Road Traffic Act**

liability caused by or arising from the ownership possession or use by the **Insured** or on the **Insureds** behalf of any motor vehicle trailer or mobile plant in circumstances where compulsory insurance or security is required by Road Traffic Legislation or where cover is provided (or would be provided but for breach of the terms of cover) by another insurance

7. **Aircraft and Watercraft**

liability arising out of the ownership possession or use by or on behalf of the **Insured** of any

- a) type of aircraft or spacecraft

- b) watercraft or hovercraft exceeding 8 meters in length that is ordinarily capable of movement by mechanical power and which is under the **Insureds** control

8. **Damage to Products and Services**

liability for loss of or damage to property forming part of a contract for the sale or supply of products or services caused by or arising from a defect in or the unsuitability of those products or services

9. **Aviation and Hovercraft Products**

liability caused by or arising from any products which to the **Insureds** knowledge are for use in or on any aircraft hovercraft or device intended to travel through air or space

10. **North America**

liability arising from

- a) any **Products** which to the **Insureds** knowledge are for export either directly or indirectly to the United States of America or Canada
- b) **Services** in the United States of America or Canada
- c) pollution or contamination of the atmosphere land or water or any buildings or structure or any environmental damage or impairment in the United States of America or Canada

11. **Professional Duty**

liability caused by or arising from any breach of professional duty in relation to advice instruction consultancy design formula specification inspection survey valuation certification testing or supervision undertaken or given for a fee

12. **Airside**

The **Insurer** will not be liable for liability caused by or arising from any services in or on

- a) aircraft
- b) airport or airfield runways manoeuvring areas or aprons or any other parts of airports or airfields to which aircraft ordinarily have access

13. **Recall**

liability to pay any costs or expenses caused by or arising from any decision or requirement to recall or withdraw **Products** from sale or use

14. **Contractual Liability**

Contractual Liability other than as stated in Extension 7

15. **Accidental Release of Asbestos**

The **Insurer** will indemnify the **Insured** against legal liability in respect of a claim first made against the **Insured** and notified to the **Insurer** during the **Period of Insurance** arising from the accidental and unplanned release of **Asbestos**

The maximum amount the **Insurer** will pay for the total of all damages claimants' costs and expenses arising from claims first made against the **Insured** and notified to the **Insurer** during the **Period of Insurance** caused by or arising from **Asbestos** is £2,000,000

The **Insurer** will not be liable for

- 1 liability arising from
 - a fear suffered by any person of the consequences of exposure to **Asbestos**
 - b **Physical Loss** nuisance trespass unless arising from contamination resulting from the unplanned release of **Asbestos** due to a sudden identifiable unintended and unexpected incident that does not originate from a gradual continuous or repetitive cause which happens at a specific time and place during the **Period of Insurance** in the course of any work process or other operation

- c the rectification remedy repair replacement re-application modification investigation access or removal of **Asbestos** in or on premises
 - i. that the **Insured** have disposed of
 - ii. owned leased let rented hired or lent to the **Insured**
 - iii. for which the **Insured** have any statutory duty to manage **Asbestos**
- d for any incident known to the **Insured** or for which the **Insured** should have been aware before the start of this **Policy**

2 the first £250 in respect of each and every claim

If during the **Period of Insurance** the **Insured** first become aware of any circumstances that may give rise to a claim under this Section and notification is given to the **Insurer** during or within 7 days of the expiry of the **Period of Insurance** the **Insurer** will if a claim is subsequently made against the **Insured** consider such circumstances as having been made during the **Period of Insurance** that the **Insured** first become aware

It is a Condition Precedent to the liability of the **Insurer** that the following must be complied with

- 1 If the **Insured** have contracted or reached agreement for the investigation handling removal stripping out demolition transportation or disposal of **Asbestos** a written risk assessment must be undertaken and controls put in place to prevent the release of **Asbestos**
- 2 If the **Insured** discover any materials that are known or suspected to be **Asbestos** prior to or in the course of any work process or other operation the **Insured** must immediately upon discovery take steps to suspend or cease such work process or other operation until the composition of the materials is established
- 3 The **Insured** must ensure that any **Asbestos** is investigated handled removed stripped out demolished transported and/or disposed of in accordance with Health and Safety regulations in force within the **Territorial Limits**

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**

any liability

- a) caused by or arising from any deliberate act error or omission
 - i. where the results are intended or expected or are reasonably foreseeable by the **Insured**
 - ii. by anyone other than the **Insured** so far as cover is requested for their own liability
- b) for clean up costs in circumstances where the **Insured** have knowingly
 - i. deviated from any regulatory notice order or protection ruling
 - ii. omitted to inspect maintain or perform necessary repairs to plant or machinery for which the **Insured** are responsible

20. **Defamation and Discrimination**
- liability caused by or arising from
- a) libel or slander
 - b) false statement
 - c) discrimination of any kind
21. **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
22. **Groundworks Below One Metre**
- liability caused by or arising out of any digging boring excavation or earthmoving operations below a depth of one metre
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. **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
25. **Money**
- loss of or damage to **Money** belonging to customers of the **Insured** other than **Money** stored in the premises of the **Insureds** customers
26. **Electronic Data**
- liability caused by or arising from
- a) authorised or unauthorised transmission of **Electronic Data**
 - b) the content of any website the **Insureds** email intranet or extranet
 - c) loss distortion erasure corruption or alteration of **Electronic Data** or any loss of use resulting in reduction of functionality
 - d) failure of electronic electromechanical data processing or electronically controlled equipment or **Electronic Data** to correctly recognise any given date or to process data or to operate properly due to failure to recognise any given date
27. **Employment Dispute**
- liability caused by or arising from a dispute with or proceedings brought by any person for
- a) their existing past or prospective contract of employment with the **Insured**
 - b) a breach of employment related legislation
28. **Intellectual Property**
- liability arising from passing off or infringement of trade name registered design unregistered design copyright or patent right
29. **Overseas Establishment**
- liability caused by or arising from any associated or subsidiary company of the **Insured** or any of the **Insureds** branch offices or any representative of the **Insured** with power of attorney registered having premises or resident outside the **Territorial Limits**
30. **Radioactive Contamination**
- liability caused by or arising from any type of nuclear radiation nuclear material nuclear waste nuclear reaction or

radioactive contamination

31. **Rectification of Defects**

liability to rectify remedy repair replace re-apply modify investigate access or remove defective or unsuitable **Products** or **Services** or to make any refund

32. **War Risk**

liability caused by or arising from war invasion act of foreign enemy hostilities (whether war is declared or not) civil war rebellion revolution insurrection or military or usurped power or confiscation or nationalisation or requisition or loss of or damage to property by or under the order of any government or public or local authority

CONDITIONS

1. **Hot Works Precautions**

It is a Condition Precedent to the liability of the **Insurer** that the following precautions must be complied with each time that **Hot Work** is undertaken away from the **Insureds Premises**

- a) the area where the work is to be completed must be cleared of all combustibles
- b) combustible floors and other combustible property which cannot be moved must be protected by non combustible material and where welding cutting or grinding equipment is being used this must extend to at least 6 metres from or beneath the work area
- c) where there is a danger of ignition either directly or by conduction of heat through any partitions or walls the area on the other side must be inspected and combustible material removed
- d) at least one fire extinguisher of a type suitable for the use required must be kept adjacent to the work or task and ready for immediate use
- e) no heat producing equipment must be left out of view of its operator or firewatcher whilst lighted or powered or whilst hot
- f) a thorough safety check for signs of fire or combustion around above or below the work area must be made at regular intervals for at least 30 minutes after each period of work is completed

2. **Underground Services**

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

- a) prior to the commencement of any digging drilling boring excavation or earth moving operations the **Insured** must
 - i. obtain written confirmation of the location and plan position of all existing underground services by enquiry to the owner or relevant authority responsible for the underground services
 - ii. give the location and plan position of the underground services to the employees or any contractor carrying out the ground work
 - iii. ensure that the area of the ground work is investigated using remote electrical devices to establish the actual position of underground services
 - iv. ensure a work method is adopted which minimises the risk of property damage to underground services
- b) The **Insured** must keep a full written record of the enquires and measures taken to locate underground services and to minimise the risk of loss of damage must be retained for inspection by **Insurers** if a claim arises

3. **Sub-contractors (works) condition**

It is a Condition Precedent to the liability of the **Insurer** that if the **Insured** appoints any sub-contractors (other than **employees**) to carry out **works** the **Insured** must take reasonable steps to obtain confirmation from the sub-

contractor prior to starting work that they have insurance in force throughout the period of their involvement in the **works**.

A written record must be retained by the **Insured** for inspection by the **Insurer** if a claim arises for which the sub-contractor may have responsibility showing evidence of

- a) Employers liability insurance in the name of the sub-contractor covering liability to employees in accordance with any law relating to compulsory insurance
- b) Public liability insurance covering the legal liability of the sub-contractor to anyone who is not one of their employees and which
 - i. has a limit of indemnity not less than the public liability limit of indemnity shown in the **Insureds** schedule or any other amount agreed by **Insurers** in writing
 - ii. includes a clause providing benefit of cover to the **Insured** in similar terms to the **principals** liability cover provided by this section
 - iii. covers the type of work carried out by the sub-contractor in connection with the **works**

If the **Insured** appoints any sub-contractor (other than an **employee**) to carry out **works** in an emergency that leaves insufficient time to obtain all written evidence as required by this condition **Insurers** will not enforce the condition as long as the **Insured** obtains verbal confirmation from the sub-contractor prior to starting work that insurance in accordance with a) and b) above is in force and the **Insured**

- i) subsequently exchange correspondence confirming this
- ii) retain the correspondence for inspection by **Insurers** if a claim arises for which the sub-contractor may have Responsibility

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(s)

- 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 and if more than one **Employee** is involved in a **Theft** the discovery period begins with the initial termination

Provided that

- i. the **Insured** shall provide all reasonable assistance to the **Insurer** in suing for and obtaining reimbursement from any **Employee(s)** 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(s)** 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(s)** 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 21 – Criminal Acts by **Employees** of the Public and Products Liability Section of this Policy
7. any loss arising from any **Theft** committed by any **Employee(s)** who the **Insured** is unable to identify
8. any loss arising from malicious damage including computer viruses worms trojan horses and the like

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(s)** responsible for any act of **Theft** in respect of losses paid or payable under this insurance

7. **Minimum standards of control**

Unless the **Insurer** agrees in writing to any alteration it is a condition precedent to the liability of the **Insurer** that the **Insured** must ensure that the following minimum standard of control for the check and supervision of **Employee(s)** is maintained in force and adhered to by the **Insured**

A) Vetting of Employees

The **Insured** must 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

B) Computer systems control

- a) all computer system users must have a unique password in order to access update or amend the **Insured's** computer systems and programmes
- b) all amendments to computer system programmes and authorisation levels must be approved independently of the persons making the amendment
- c) all passwords must be withdrawn when **Employee(s)** leave

C) Contract controls

- a) The **Insured** must ensure that no single **Employee** can control the process of appointing suppliers and/or awarding contracts from commencement to completion without referral to others
- b) responsibility for the ordering of stock and materials the recording of receipt of and the authorising of payment for them must be performed by different **Employee(s)** acting independently

D) Salaries and wages

Wages/ salaries must be independently checked against personnel records for fictitious names or any unusual or excessive payments

E) Statements of account control

- a) statements of accounts for all sums due must be issued at least monthly and direct to customers independently of **Employee(s)** payments
- b) management actions must be taken at least monthly to examine sales receipts and outstanding customer accounts and any variances against budget or expected income investigated

F) Stock controls

Stock is to be independently and physically checked at least once every twelve months by **Employee(s)** not responsible for daily stock handling or ordering and accounted for against stock records

G) Audit control

The **Insureds** accounts must be independently audited every twelve months by external auditors and recommendations on internal controls implemented

H) Banking control

- a) the **Insured** must operate a system of dual control and independent validation for all payments from bank accounts including the drawing and signing of cheques and the use of electronic fund transfers
- b) the **Insured** must operate a system of dual control over the opening of new bank accounts or amending approved signatory details
- c) bank statements must be reconciled at least monthly independently of **Employee(s)** permitted to receive or make payments draw or sign cheques or transfer fund electronically

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** used in connection with the contract whilst in or adjacent to the works 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 12 – 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 13 – 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. **Unexplained Loss**

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. **Penalties under Contract**

The **Insurer** will not be liable for penalties under contract for delay detention or loss of use arising in connection with guarantees of performance or efficiency or any consequential loss or loss Damage or destruction of any kind

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

21. **Unattended Vehicles or Trailers**

The **Insurer** will not be liable for loss Damage or destruction to any **Property Insured** whilst in any unattended motor vehicle and or trailer between the hours of 20:00 and 07:00 unless the vehicle or trailer is in a securely locked building compound or garage or has in full and effective operation an automatically setting security alarm installed and certified by a Thatcham recognised installer or former Vehicle Security Installation Board accredited installer Such alarm must comply with Thatcham Category 1 or comply with BS6803 and be powered by its own battery and cover the rear door of a commercial vehicle

22. **Hazardous works**

The **Insurer** will not be liable for any **Contract** involving

- a) work within 10 metres of any river lake reservoir dam or tidal water or with cofferdams or caissons or in the sea
- b) structural work on bridges viaducts subway tunnels or motorways
- c) work on nuclear installations
- d) any work where the depth of excavation exceeds 5 metres

23. **Vehicles**

The **Insurers** will not be liable for loss Damage or destruction to any mechanically propelled vehicle intended for the transportation of persons materials or plant where insurance or security under the Road Traffic Act is necessary.

This exclusion does not apply to any vehicle primarily intended for use at **contract** sites or any vehicle used solely at **contract** sites and which is not licensed for road use

24. **Watercraft and aircraft exclusion**

The **Insurer** will not be liable for loss Damage or destruction to any waterborne vessel or craft exceeding 8 metres in length or to any aircraft or aerial device

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 13 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. **Reasonable Precautions**

The **Insured** must take all reasonable precautions to safeguard the property insured and prevent loss Damage or destruction including

- a) any additional precautions necessary as the result of partial or total cessation of work by the **Insured** at any **Contract** site
- b) ensuring any moveable materials or plant are adequately secured when the **Contract** site is unattended
- c) securing structures that have reached **Practical Completion** to prevent unauthorised access

6. **Police Notification Condition**

The **Insured** must immediately notify the police of any loss or damage by theft or attempted theft of any property covered by this section. The **Insured** must take all reasonable steps for the discovery and punishment of the guilty person or persons and to trace and recover lost property.

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** secureThe 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) at least two responsible adults when in excess of £3,000
- b) at least three responsible 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

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
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

- a) when such conveyance is left unattended during the working day of the driver
 - i. all doors windows and other openings are closed properly fastened and locked
 - ii. any immobiliser cut out steering lock or alarm is correctly set to operate
 - iii. 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**
- b) 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 inefficacy 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 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

TERRORISM SECTION

DEFINITIONS

Consequential Loss

Consequential Loss is defined for the purposes of this Section only as

Loss resulting from interruption or interference with the **Business** as a result of **Damage to Property Insured**

Terrorism

Terrorism is defined for the purposes of this Section only as

Acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of Her Majesty's Government in the United Kingdom or any other government de jure or de facto

COVER

In consideration of the payment of the Premium in respect of the **Period of Insurance** the cover provided under Property All Risk Section and Business Interruption Section of this Policy and General Condition 19 - Other Insurance if shown as operative on the Schedule is extended to include **Damage** occasioned by or happening through or in consequence of Terrorism as hereinafter defined for the purposes of this Section

All losses arising within 72 hours caused by **Terrorism** during the **Period of Insurance** will be treated as one loss and the **Insured** can decide when the 72 hour period starts as covered by this Section provided that all **Damage** occurs within the **Period of Insurance** and that no two periods overlap

a) Provided always that the insurance provided by this Terrorism Section is subject to the following exclusions

i. War Risks exclusion

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

ii. Electronic Risks Exclusion

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

A) damage to or the destruction of any Computer Systems

B) any alteration modification distortion erasure or corruption of Data

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

But this exclusion will not apply where the loss

- A) results directly from fire explosion flood escape of water from any tank apparatus or pipe (including any sprinkler system) impact of aircraft or any aerial devices or articles dropped from them impact of any sea going or water going vessel or of any vehicle whatsoever or of any goods or cargo carried in or on such a vessel or vehicle destruction of damage to or movement of buildings or structures plant or machinery other than any Computer Systems

and

- B) comprises
- i. the cost of reinstatement replacement or repair in respect of **Damage** to or destruction of property insured by the Insured and/or
 - ii. Consequential Loss suffered directly by the Insured as a direct result of either **Damage** or destruction to property insured by the Insured at a location covered by this Policy or as a direct result of denial prevention or hindrance of access to a location where property insured by You is covered by this Policy as a result of **Damage** caused by **Terrorism** to property which is within one mile of the location

However under A) and B) above the **Insurer** will not cover the **Insured** for any losses caused by **Terrorism** where the organisation involved or any persons acting on behalf of or in connection with that organisation are controlled by acting on behalf of or part of any de jure or de facto government of any nation country or state

Subject only to the proviso set out in C) below the following property is specifically excluded from the cover provided under A) and B) above

- (i) money currency electronic cryptographic or virtual currency including Bitcoin or anything similar negotiable or non-negotiable instruments financial securities or any financial instrument of any sort whatever

and

- (ii) Data

- C) However in circumstances where loss otherwise falling within this Section results indirectly from any alteration modification distortion erasure or corruption of Data because the occurrence of a peril or perils detailed under A) above results from any alteration modification distortion erasure or corruption of Data then notwithstanding (ii) above such loss shall nonetheless be covered

For the purposes of this exclusion the following definitions shall apply

Computer Systems

Computer Systems means computer or other equipment or component or system or item which processes stores transmits or receives Data

Data

Data means any data of any sort whatever including without limitation tangible or intangible data and any programs or software bandwidth cryptographic keys databases documents domain names or network addresses or anything similar files interfaces metadata platforms processing capability storage media transaction gateways user credentials websites or any information whatever

Denial of Service Attack

Denial of Service Attack means any actions or instructions constructed or generated with the ability to damage interfere with or otherwise affect the availability or performance of networks network services network connectivity or Computer Systems Denial of Service Attacks include but are not limited to the generation of excess traffic into network addresses the exploitation of system or network weaknesses the generation of excess or non-genuine traffic between and amongst networks and the procurement of such actions or instructions by other Computer Systems

Hacking

Hacking means unauthorised access to any Computer Systems whether the property of the Insured or not

Phishing

Phishing means any access or attempted access to Data made by means of misrepresentation or deception

Virus or Similar Mechanism

Virus or Similar Mechanism means program code programming instruction or any set of instructions constructed with the purpose and ability or purposely used to damage interfere with adversely affect infiltrate or monitor computer programs Computer Systems Data or operations whether involving self-replication or not The meaning of Virus or Similar Mechanism includes but is not limited to trojan horses worms and logic bombs and the exploitation of bugs or vulnerabilities in a computer program to damage interfere with adversely affect infiltrate or monitor as above

iii. Excluded Property

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

- 1) any property located outside England Wales and Scotland and property in the territorial seas adjacent thereto as defined by the Territorial Seas Act 1987
 - 2) any nuclear installation or nuclear reactor
 - 3) any property which is specifically excluded elsewhere in this Policy
 - 4) any property which is insured by or would but for the existence of this Policy be insured by any form of transit aviation or marine policy
- b) This Terrorism Section is subject to the following terms and conditions
- i. In any action or other proceedings where the Company alleges that any damage is not covered by this Terrorism Section the burden of proving that such damage is covered shall be upon the **Insured**
 - ii. The liability of the **Insurer** in respect of all losses arising out of any one occurrence and in the aggregate in any one **Period of Insurance** shall not exceed the total Sums Insured or for any item its individual Sum Insured or any other Limit of Liability under this Policy

The insurance provided by this Terrorism Section is subject otherwise to all the terms definitions conditions and provisions of this Policy

ORIGIN UW LIMITED

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