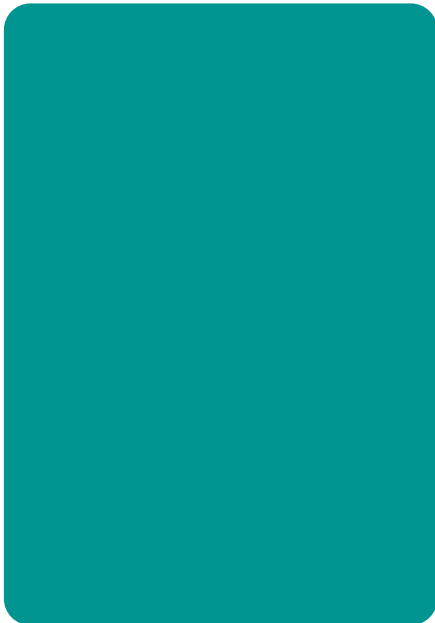


Darwin Clayton

Electrical Contractors



Darwin Clayton Electrical Contractors

Welcome...

to Covéa Insurance

Thank you for choosing Covéa Insurance.

This is **Your** Darwin Clayton Electrical Contractors policy. It sets out the details of **Your** insurance contract with **Us**.

Your premium has been calculated upon the information shown in the policy **Schedule** and recorded in **Your Statement of Fact**.

Please read the policy and **Schedule** carefully to ensure that the cover meets **Your** requirements.

Please contact **Your** broker if **You** have any questions or if **You** wish to make any adjustments.

Important

Please read this policy its **Schedule** and any endorsements to ensure that they are in accordance with **Your** requirements.

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Introduction

About Your Policy

The parts of the policy are:

1. the **Statement of Fact**
2. the **Schedule** which confirms the Sections of cover that are insured and any Endorsement(s)
3. this policy wording which contains:
 - (a) this Introduction, Customer Information, General Definitions, General Conditions, Claims Conditions and General Exclusions all of which apply to all Sections of the policy unless stated otherwise
 - (b) the Sections of cover provided including the Section Definitions, Extensions, Conditions and Exclusions.

Any word or expression given a specific meaning in:

1. the **Schedule**, any policy Endorsement(s), this Introduction, the Customer Information and the General Definitions, Conditions and Exclusions shall have the same meaning throughout the policy unless **We** state otherwise
2. an individual Section or any Section Endorsement(s) shall only have the same meaning throughout such Section or Endorsement unless **We** state otherwise.

Any such word or expression given a specific meaning shall be highlighted with a leading capital letter and in bold text within the policy wording.

In return for **You** having paid or agreed to pay the premium for the **Period of Insurance**, **We** will indemnify **You**, subject to the terms contained in or endorsed on the policy, in respect of loss, **Damage** or liability, or pay other benefits which fall within the operative Sections of this policy, provided that the loss, **Damage** or injury which gives rise to the claim occurs (or in the case of the Section 3: Employers' Liability is caused) during the **Period of Insurance** and in connection with the **Business**.

IMPORTANT

This policy is a legal contract.

You have a duty to make a fair presentation of the risk which is covered by this policy. Therefore **You** should ensure that any information **You** have provided to **Us** and the content of any application form, declaration and/or **Statement of Fact** is accurate and complete. Where **You** have provided **Us** with information which relates to matters of **Your** expectation or belief, it does not matter if such information turns out to be inaccurate provided that **You** acted in good faith when **You** provided **Us** with such information. If **You** do not comply with **Your** duty to make a fair presentation of the risk, **Your** policy may not be valid or the policy may not cover **You** fully or at all.

You must also tell **Us** about any facts or changes which affect **Your** insurance and which have occurred either since the policy started or since the last renewal date.

If **You** are not sure whether certain facts are relevant please ask **Your** broker. If **You** do not tell **Us** about relevant changes, **Your** policy may not be valid or the policy may not cover **You** fully or at all.

You should keep a written record (including copies of letters) of any information **You** give **Us** or **Your** broker.

Customer Information

Covéa Insurance Commercial Claims 0330 024 2266

(Other than Section 14: Commercial Legal Expenses)

How to make a Claim

Should **You** be unfortunate enough to have to make a claim, Covéa Insurance Commercial Claims will manage all aspects of the claim for **You** from the time it is reported.

Covéa Insurance Commercial Claims is a service operated 24 hours a day, 365 days a year.

You can notify **Us** of a claim by:

Telephone: **0330 024 2266**

Calls may be recorded for training and evidential purposes.

Email: newcommercialclaims@coveainsurance.co.uk

Post: Covéa Insurance, Commercial Claims, Norman Place, Reading RG1 8DA

Staff trained in managing commercial claims will:

- take details of **Your** claim over the phone, in most cases removing the need for completion of an incident report form
- take control of the management of **Your** claim from start to finish.

Our aim is to bring **Your** claim to a satisfactory conclusion.

If **Your** policy includes Section 14: Commercial Legal Expenses please refer to that Section of the policy for details about Making a Claim and the dedicated Commercial Legal Expenses telephone reporting line.

Helplines

To take advantage of the following services please telephone **0330 024 2364** and quote TS5/6917270 for £100,000 Limit of Indemnity or TS5/6933429 if £250,000 Limit of Indemnity is selected..

To help **Us** check and improve **Our** service standards, **We** may record all calls.

Legal Advice Helpline

As a Covéa Insurance **Policyholder** should **You** require advice on any **Business** legal problem, **You** may use the 24 hour telephone helpline at any time within the **Period of Insurance** of this policy.

This service is provided for **Your** benefit by DAS Law Limited and/or a Preferred Law Firm on behalf of DAS Legal Expenses Insurance Company. These services are provided 24 hours a day, 7 days a week, however they may need to arrange to call **You** back depending on **Your** enquiry.

Euro Legal Advice Helpline

This will give **You** confidential legal advice over the phone on any

commercial legal problem affecting **Your Business**, under the laws of the United Kingdom of Great Britain and Northern Ireland, any European Union country, the Isle of Man, the Channel Islands, Switzerland and Norway.

Wherever possible the Legal Advice Helpline aims to provide immediate advice from a qualified legal advisor. However, if this is not possible they will arrange a call back at a time to suit **You**.

The Legal Advisors provide advice on the laws of England and Wales 24 hours a day, 7 days a week, 365 days a year. Where advice is sought in an area of law beyond this jurisdiction or in respect of very specialist matters, they will refer **You** to one of their specialist advisors. This will include European law and certain areas of law for Scotland and Northern Ireland.

Specialist advice is provided 9am - 5pm, Monday to Friday, excluding bank holidays. If calls are made outside these times, they will call **You** back within the operating hours.

Tax Advice Helpline

This will give **You** confidential advice over the phone on any tax matters affecting **Your Business**, under the laws of the United Kingdom. This is provided by tax advisors 9am-5pm, Monday to Friday, excluding bank holidays. If calls are made outside these times, they will call **You** back within the operating hours.

Business Assistance

In the event of an unforeseen emergency affecting **Your Premises** which causes damage or potential danger, DAS will contact a suitable repairer or contractor and arrange assistance on **Your** behalf. All costs of assistance provided are **Your** responsibility.

Telephone: **0330 024 2363**.

Counselling

This will provide all **Your Employees** (including any members of their immediate family who permanently live with them) with a confidential counselling service over the phone if they are aged 18 or over (or aged between 16 and 18 and in full-time employment). This includes, where appropriate, onward referral to relevant voluntary and/or professional services. Any costs arising from the use of these referral services will not be paid by DAS. The counselling service helpline is open 24 hours a day, 7 days a week.

Telephone: **0330 134 8165**

DAS will not accept responsibility if the Helpline Services fail for reasons they cannot control.

Important Information

Choice of Law

The parties to an insurance contract are free to choose the law that will apply. Unless **We** agree in writing with **You** otherwise, this insurance shall be subject to the law applying in that part of the United Kingdom, Channel Islands or Isle of Man where **You** have **Your** principal place of business. If there is any dispute, the law of England and Wales shall apply.

Customer Information

continued

How to make a Complaint

It is always **Our** intention to provide a first class standard of service. However, **We** do appreciate that occasionally things go wrong. In some cases the broker who arranged **Your** insurance will be able to resolve any concerns, particularly if **Your** complaint relates to the way the policy was sold, and **You** should contact them directly.

Alternatively please contact **Us** using the following details quoting **Your** policy or claim number.

Customer Relations
Covéa Insurance
Norman Place
Reading
Berkshire RG1 8DA

Telephone: **0330 221 0444**

Calls may be recorded for training and evidential purposes.

Website: www.coveainsurance.co.uk

Email: customer.relations-rdg@coveainsurance.co.uk

Full details of the Covéa Insurance Internal Complaints Procedure are detailed in **Our** leaflet 'Complaints Procedure' which is available on request or may be downloaded from **Our** website at www.coveainsurance.co.uk/complaints

If **Your** policy includes Section 14: Commercial Legal Expenses please refer to that Section of the policy for details on How to Make a Complaint.

Financial Ombudsman Service

You may be eligible to refer **Your** complaint to the Financial Ombudsman Service. There are a few instances where they will not be able to assist and they will confirm if **Your** complaint is eligible when **You** contact them. Their contact details are:

Financial Ombudsman Service
Exchange Tower
London E14 9SR

Telephone: **0800 023 4567**

Website: www.financial-ombudsman.org.uk

Email: complaint.info@financial-ombudsman.org.uk

Financial Services Compensation Scheme

Covéa Insurance is covered by the Financial Services Compensation Scheme. **You**/an Insured Person may be entitled to compensation from the scheme if **We** are unable to meet **Our** liabilities under this insurance.

Further information is available from the:

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

Telephone: **020 7741 4100**

Website: www.fscs.org.uk

Email: enquiries@fscs.org.uk

How We Use Your Information

Please visit www.coveainsurance.co.uk/dataprotection for further information about how and when **We** process **Your** personal information under **Our** full Privacy Policy.

The personal information, provided by **You**, is collected by or on behalf of Covea Insurance plc ('**We, Us, Our**') and may be used by **Us, Our** employees, agents and service providers acting under **Our** instruction for the purposes of insurance administration, underwriting, claims handling, for research or for statistical purposes.

We may process **Your** information for a number of different purposes. For each purpose **We** must have a legal ground for such processing. When the information that **We** process is classed as "sensitive personal information", **We** must have a specific additional legal ground for such processing.

Generally, **We** will rely on the following legal grounds:

- It is necessary for **Us** to process **Your** personal information to provide **Your** insurance policy and services. **We** will rely on this for activities such as assessing **Your** application, managing **Your** insurance policy, handling claims and providing other services to **You**.
- **We** have an appropriate business need to process **Your** personal information and such business need does not cause harm to **You**. **We** will rely on this for activities such as maintaining **Our** business records and developing, improving **Our** products and services.
- **We** have a legal or regulatory obligation to use such personal information.
- **We** need to use such personal information to establish, exercise or defend **Our** legal rights.
- **You** have provided **Your** consent to **Our** use of **Your** personal information, including sensitive personal information.

How We Share Your Information

In order to sell, manage and provide **Our** products and services, prevent fraud and comply with legal and regulatory requirements, **We** may need to share **Your** information with the following third parties, including:

- Reinsurers, Regulators and Authorised/Statutory Bodies
- Credit reference agencies
- Fraud prevention agencies
- Crime prevention agencies, including the police
- Suppliers carrying out a service on **Our**, or **Your** behalf
- Product providers where you've opted to buy additional cover
- Other insurers, business partners and agents
- Other companies within the Covea Insurance Group

Marketing

We will not use **Your** information or pass it on to any other person for the purposes of marketing further products or services to **You** unless **You** have consented to this.

Customer Information

continued

Fraud Prevention and Detection

In order to prevent or detect fraud and money laundering **We** will check **Your** details with various fraud prevention agencies, who may record a search. Searches may also be made against other insurers' databases. If fraud is suspected, information will be shared with those insurers. Other users of the fraud prevention agencies may use this information in their own decision making processes.

We may also conduct credit reference checks in certain circumstances. **You** can find further details in **Our** full Privacy Policy explaining how the information held by fraud prevention agencies may be used or in which circumstances **We** conduct credit reference checks and how these checks might affect **Your** credit rating.

Automated Decisions

We may use automated tools with decision making to assess **Your** application for insurance and for claims handling processes, such as price rating tools, flood, theft and subsidence area checks and credit checks.

These automated decisions will produce a result on whether **We** are able to offer insurance, the appropriate price for **Your** policy or whether **We** can accept **Your** claim. If **You** object to an automated decision, **We** may not be able to offer **You** an insurance quotation or renewal.

How to Contact Us

Please contact **Us** if **You** have any questions about **Our** Privacy Policy or the information **We** hold about **You**:

The Data Protection Officer,
Covea Insurance plc,
50 Kings Hill Avenue,
Kings Hill,
West Malling,
Kent ME19 4JX

or email: dataprotection@coveainsurance.co.uk

Employers' Liability Tracing Office

If **Your** policy provides Employers' Liability cover information relating to **Your** insurance policy will be provided to the Employers' Liability Tracing Office (the "ELTO") and added to an electronic database, (the "Database") in a format set out by the Employers' Liability Insurance: Disclosure by Insurers Instrument 2010.

The Database assists individual consumers (the Claimants) who have suffered an employment related injury or disease arising out of their course of employment in the UK whilst working for employers carrying on, or who carried on, business in the UK and who are covered by the employers' liability insurance of their employers to identify:

- which insurer (or insurers) was (or were) providing employers' liability cover during the relevant periods of employment; and
- the relevant employers' liability insurance policies.

The Database and the data stored on it may be accessed and used by the Claimants, their appointed representatives, insurers with potential liability for UK commercial lines employers' liability

insurance cover and any other persons or entities permitted by law. The Database will be managed by the ELTO and further information can be found on the ELTO website: www.elto.org.uk

Registration and Regulatory Information

This insurance is provided by Covea Insurance plc. Registered in England and Wales No. 613259. Registered office:

Norman Place
Reading
Berkshire RG1 8DA.

Covea Insurance plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. **Our** Firm Reference Number is 202277.

You can check **Our** regulatory status on the Financial Services Register by visiting the Financial Conduct Authority's website www.fca.org.uk/register.

This insurance is arranged by Darwin Clayton (UK) Ltd, Registered in England & Wales under company number 2783474, Registered office:

Darwin House
20 Mount Ephraim Road
Tunbridge Wells
Kent TN1 1ED.

Darwin Clayton (UK) Ltd is authorised and regulated by the Financial Conduct Authority under firm reference number 303990.

You can check the regulatory status on the Financial Services Register by visiting the Financial Conduct Authority's website www.fca.org.uk/register.

General Definitions

Each Section of the policy contains Definitions which apply to that particular Section and they must be read in conjunction with the following General Definitions.

Bodily Injury

Death, injury, illness, disease or shock.

Buildings

The Building or Buildings stated in the **Schedule** for which **You** are legally responsible including:

1. outbuildings
2. permanent fixtures and fittings including alarm systems
3. foundations, extensions, annexes, gangways, conveniences and sub-stations
4. car parks, driveways, paths, steps, roadways and yards
5. walls, gates and fences
6. piping, ducting, cabling and control gear
7. fuel tanks, telephone, gas, water and electric meters, fibre optic or integrated services, digital network lines
8. sanitary ware, fixed glass, fanlights, skylights and partitions, solar panels and wind turbines
9. air conditioning and central heating systems
10. underground services.

Business

The Business stated in the **Schedule** conducted solely within the **Territorial Limits** including:

1. the ownership, repair and maintenance of the **Premises**
2. the provision of first aid, medical and ambulance, fire and security services
3. private work undertaken by any **Employee** with **Your** prior consent for any director, partner, senior official or other **Employee** of **Yours**
4. the provision and management of canteen, sports, social and welfare organisations by **You** for the benefit of **Your Employees**
5. **Your** participation in exhibitions.

Business Hours

The period during which the **Premises** are occupied by **You** or **Your** authorised **Employees** for the purposes of the **Business**.

Circumstance

Information or facts or matters of which **You** are aware which is likely to give rise to a claim against **You** which **You** could become legally liable to pay and which arises out of the exercise and conduct of the **Business**.

Compensation

Damages including interest.

Contract Price

For any one contract the amount of the estimated cost of the **Contract Works** at inception including the value of **Free Issue Materials** up to but not exceeding the amount stated in the **Schedule** as the sum insured in respect of Section 7: Contract Works.

Contract Site

The situation of the **Contract Works** within the **Territorial Limits** and any area immediately adjacent occupied by **You** directly and solely for the performance of the **Contract Works**.

Contract Works

The temporary or permanent works executed or in course of execution by or on behalf of **You** in the performance of any contract including materials supplied by the reason of the contract for use in connection therewith whilst on or adjacent to the **Contract Site** or in transit by road, rail or inland waterway within the **Territorial Limits** to the extent **You** are responsible under contract.

Contractual Liability

Liability assumed by **You** under contract or agreement which would not have attached in the absence of such contract or agreement.

Damage

Accidental loss, destruction or damage unless otherwise excluded.

Defined Peril

1. Fire
2. Lightning
3. Explosion
4. Aircraft or other aerial devices or articles dropped therefrom
5. Earthquake
6. Riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances
7. Malicious persons other than thieves
8. Theft
9. Storm
10. Flood
11. Escape of water from any tank apparatus or pipe
12. Escape of oil from any fixed heating installation
13. Impact including by any road vehicle or animal.

General Definitions

continued

Employee

Any person working under **Your** control in connection with the **Business** who is:

1. under a contract of service or apprenticeship with **You**
2. a person under a contract of service or apprenticeship with some other employer and who is hired to or borrowed by **You**
3. a labour master or labour only sub-contractor or person supplied by them
4. a self-employed person providing labour only
5. a trainee or person undergoing work experience, training, study or exchange scheme
6. a voluntary helper.

Europe

The **Territorial Limits**, any member country of the European Union, Iceland, Liechtenstein, Norway and Switzerland.

Excess

The amount stated in this policy, the **Schedule** or any Endorsement for which **You** will be responsible and which will be deducted from each and every claim.

Intruder Alarm Installation

The component parts of the alarm including the means of communication used to transmit signals to the alarm receiving centre as detailed in the alarm specification.

Keyholder

You or any person or keyholding company authorised by **You** who:

1. is available at all times to:
 - (a) accept notification of alarm signals or faults relating to the **Intruder Alarm Installation**
 - (b) attend and allow access to the **Premises**
2. has been fully trained in the operation of the **Intruder Alarm Installation**, including but not limited to the setting and unsetting of the installation.

Money

Current currency, crossed and uncrossed bankers drafts, national giro drafts and payment orders, postal and money orders, dividend warrants and cheques other than pre-signed blank cheques, travellers cheques, national savings stamps and certificates, bus and rail travel cards and passes, telephone cards, current postage stamps and unused postal franking machine units, luncheon vouchers, gift tokens, trading stamps, national insurance stamps and stamped or impressed national insurance cards, holiday with pay stamps, premium bonds, VAT purchase invoices, credit card, cheque card and debit card sales vouchers, savings stamps, consumer redemption vouchers and National Lottery 'Instants' and other scratch cards, all pertaining to the **Business** and belonging to **You** or for which **You** are legally responsible.

Offshore Installation

Any:

1. installation in the sea or tidal waters which is intended for underwater exploitation of mineral resources or exploration with a view to such exploitation
2. installation in the sea or tidal waters which is intended for the storage or recovery of gas or generation of electricity
3. pipe or system of pipes in the sea or tidal waters
4. accommodation installation for persons who work on or from the locations specified above.

Overnight

Between the hours of 21.00 and 06.00.

Period of Insurance

Period of Insurance stated in the **Schedule** and any subsequent period for which **We** have accepted a renewal premium.

Plant

Plant, equipment, **Tools**, site huts or caravans for use in connection with the **Business**.

Pollution or Contamination

1. All pollution or contamination of buildings or other structures or of water or land or the atmosphere and
2. All **Bodily Injury** or **Damage** directly or indirectly caused by such pollution or contamination.

Premises

The **Buildings** and the land inside the boundary of the risk address stated in the **Schedule** occupied by **You** for the purpose of the **Business**.

Principal

Any person, company, local authority or other body with whom **You** have entered into a contract or agreement for the performance of work in connection with the **Business**.

Products

Any goods, including containers, packaging, labelling and instructions for use, sold, supplied, processed, delivered, installed, tested, repaired, serviced, altered, treated or hired out by **You** in connection with the **Business** and no longer in **Your** possession or control.

Property Insured

1. **Buildings**
2. Computer Equipment
3. Contents
4. Stock

General Definitions

continued

5. Specified Stock
6. Tenants Improvements
7. or any other property as specified in the **Schedule**.

Responsible Person

A person authorised by **You** to be responsible for the security of the **Premises**.

Schedule

The document that specifies **Your** details, the **Premises**, the **Property Insured** and any **Excess**, Endorsement(s) and Conditions applicable. The **Schedule** shows the Sections of the policy that are operative.

Statement of Fact

This is a record of the information that **You** provided to **Us** about **You** and **Your Business** upon which **Your** insurance cover and premium is based.

Territorial Limits

Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

Tool(s)

Hand tools and hand held portable power tools.

Vacant or Unoccupied Buildings

Buildings or part thereof that have become unoccupied, untenanted or which have not been actively used for a period of more than 30 days.

Vehicle

Any road vehicle including trailers and containers.

We/Us/Our

Covea Insurance plc.

Working Day of the Driver

The period in any day during which a **Vehicle** is being used for purposes in connection with the **Business**.

You/Your/Policyholder

The person(s) or Company named in the **Schedule**.

General Conditions

The following General Conditions shall apply to all Sections of this policy unless stated otherwise.

1. Acts of Parliament and Statutory Instruments

All legal instruments and rules referred to in this policy include any subsequent amendments or re-enactments of those Acts and any equivalent legislation which is enforceable within the **Territorial Limits**.

2. Alarm

This Condition applies to the following Sections of cover when shown as insured in **Your Schedule**:

- Section 1: Property Damage
- Section 2: Business Interruption
- Section 11: Money and Assault
- Section 13: Specified All Risks items at **Your Premises**

where **Your Schedule** shows Endorsement Number CO005 – Alarm Condition.

It is a condition precedent to **Our** liability for any claim resulting from theft, attempted theft or malicious damage that where the **Premises** or part of the **Premises** are protected by an **Intruder Alarm Installation**:

- (a) such **Intruder Alarm Installation**:
- (i) must not be altered or amended in any way, unless such alteration or amendment has been approved in writing by **Us**
 - (ii) must be maintained under contract with the installers, or as otherwise approved in writing by **Us**
- (b) all keys to the **Intruder Alarm Installation** must be removed from the **Premises** when the **Premises** are unattended
- (c) **You** must:
- (i) maintain the secrecy of codes for the operation of the **Intruder Alarm Installation** and no details of such codes to be left on the **Premises** when the **Premises** are unattended
 - (ii) immediately notify **Us** upon receipt of any communication giving notice that the level of response to the **Intruder Alarm Installation** has been or will be reduced or delayed
 - (iii) appoint at least two **Keyholders** and lodge written details (which must be kept up to date) with the alarm company, the alarm receiving centre and the police
- (d) in the event of notification of:
- (i) activation of the **Intruder Alarm Installation**
 - (ii) any fault in the **Intruder Alarm Installation**
 - (iii) interruption of the means to transmit or receive signals to or from the **Intruder Alarm Installation** during any period that the **Intruder Alarm Installation** is set
- a **Keyholder** must attend the **Premises** as soon as possible
- (e) the **Premises** must not be left without at least one **Responsible Person** in attendance without **Our** agreement:

- (i) unless the **Intruder Alarm Installation** is set in its entirety and with the means to transmit or receive signals (including the signalling path or paths) in full and effective operation
- (ii) where police have withdrawn their response to:
 - an alarm activation (where the **Intruder Alarm Installation** does not include confirmed alarm activation technology)
 - a confirmed alarm activation, where the **Intruder Alarm Installation** included confirmed alarm activation technology.

3. Alteration in Risk

You or **Your** broker must tell **Us** immediately if during the **Period of Insurance** there is any alteration in risk or to the facts which **You** disclosed when **You** took out this policy, which materially affects the risk of injury, loss, **Damage** or liability which would fall within the policy cover. This includes but is not limited to alterations to the **Business** or the **Premises**.

When **You** tell **Us** about an alteration in risk, **We** may apply additional terms and conditions to this policy (including but not limited to premium) or, if the risk is unacceptable to **Us**, **We** may cancel the policy in accordance with General Condition 5 (b) - Our Rights to Cancel the Policy.

If **You** fail to tell **Us** about an alteration in risk, **We** may:

- (a) terminate the policy back to the date when the alteration occurred, if **We** would have cancelled the policy had **You** told **Us** of the alteration in risk;
- (b) proportionately reduce the amount payable in respect of a claim; and/or
- (c) treat the policy as if it contained such different terms (other than relating to the premium) that **We** would have applied to the policy had **You** told **Us** of the alteration in risk.

Any reduction in claims payments or application of different terms will take effect from the date on which the alteration in risk occurred.

Where **We** elect to proportionately reduce the amount payable in respect of a claim, **We** will pay a percentage of the claim, the percentage being calculated by comparing the premium which **You** actually paid with the premium which **We** would have charged had **You** told **Us** about the alteration in risk. For example, if the premium which **You** actually paid is 70% of the premium **We** would have charged, **We** will only pay 70% of any claim.

4. Average

If at the time of any loss the total sum insured specified in the **Schedule** is less than 85% of the total value of the **Property Insured** **We** shall bear only that proportion of the loss which the total sum insured bears to the total of the **Property Insured**.

General Conditions

continued

5. Cancellation

(a) Your Rights to the Cancel the Policy

You may cancel this policy at any time from the date it begins or from the date **You** receive this policy document and **Schedule**, whichever is the later, returning the policy document and **Schedule** to **Your** broker. If cover has not yet started **You** will receive a full refund of the premium. If cover has started **We** will refund the premium for the exact number of days left on the policy. No refund will be given if a claim has been submitted or there have been any incidents likely to give rise to a claim during the current **Period of Insurance**.

(b) Our Rights to Cancel the Policy

We or any agent appointed by **Us** and acting with **Our** authority have the right to cancel **Your** policy, where there is a valid reason for doing so.

We will give **You** fourteen days notice of cancellation in writing, by recorded delivery, to the latest address **We** have for **You** and will set out **Our** reason for cancellation in **Our** letter. Valid reasons may include but are not limited to:

- (i) not
 - paying a premium when it is due
 - co-operating with **Us**, or sending **Us** information or documentation that materially affects **Our** ability to process the policy or **Our** ability to defend **Our** interests
 - taking all reasonable precautions to prevent or minimise **Damage**, accident or injury as required by General Condition 12. Reasonable Precautions of this policy and failing to put this right when **We** ask **You** to by sending **You** seven days written notice to **Your** latest address
- (ii) use of threatening or abusive behaviour or language, or intimidation or bullying of **Our** staff or suppliers.

If **We** cancel **Your** policy, **We** will refund the premium for the exact number of days left on the policy unless a claim or an incident likely to give rise to a claim has occurred during the current **Period of Insurance**. No refund will be given if a claim has been submitted or there have been any incidents likely to give rise to a claim during the current **Period of Insurance**.

If **You** are paying by monthly instalments:

- (a) all outstanding monies must be paid to **Us** as described in **Your** Loan Agreement
- (b) **We** may exercise **Our** right to collect the balance of any outstanding premium in the event of a claim.

6. Change of Risk or Interest

This policy shall be avoided if:

- (a) **Your** interest ceases other than by death
- (b) the **Business** be wound up or carried on by a liquidator or receiver or permanently discontinued

at any time after the commencement of this insurance unless **We** have accepted the change.

Nothing contained in this policy shall give any right against **Us** to any person other than **You** except to a transferee approved by **Us**.

7. Contracts (Rights of Third Parties) Act 1999

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

8. Fair Presentation of the Risk

You must make a fair presentation of the risk when **You** first take out this policy and also whenever **You** renew it or ask **Us** to change **Your** cover.

If **You** fail to make a fair presentation of the risk including failing to disclose or misrepresenting a material fact, or disclosing material facts to **Us** in a way which is not clear and accessible **We** may avoid this policy and refuse all claims where:

- (a) such failure was deliberate or reckless; or
- (b) **We** would not have entered into this policy on any terms had **You** made a fair presentation of the risk.

Should **We** avoid this policy **We**:

- (a) shall treat the policy as if it had not existed from the start date, the renewal date, or the date when **You** asked **Us** to change **Your** cover, depending on when the failure to make a fair presentation of the risk occurred
- (b) shall return the premium paid for the period for which the policy is treated as not having existed unless the failure to make a fair presentation of the risk was deliberate or reckless
- (c) may deduct from any return of premium due to **You** any monies already paid in respect of claims falling within the period for which the policy is treated as not having existed or require **You** to repay such claims.

Provided that any failure to make a fair presentation of the risk is not deliberate or reckless, if **We** would have entered into or renewed this policy, or agreed to make changes to **Your** cover on different terms had **You** made a fair presentation of the risk, **We** may:

- (a) proportionately reduce the amount payable in respect of a claim; and/or
- (b) treat the policy as if it contained such different terms (other than relating to the premium) that **We** would have applied to the policy had **You** made a fair presentation of the risk.

Any reduction in claims payments or application of different terms will take effect from the date on which the policy started, was renewed or when changes were made to **Your** cover, depending on when **You** failed to make a fair presentation of the risk.

Where **We** elect to proportionately reduce the amount payable in respect of a claim, **We** will pay a percentage of the claim, the percentage being calculated by comparing the premium which **You** actually paid with the premium which **We** would have charged had **You** made a fair presentation of the risk. For example, if the premium which **You** actually paid is 70% of the premium **We** would have charged, **We** will only pay 70% of any claim.

General Conditions

continued

Where this policy provides benefits to individuals who would, if they had taken out similar insurance in their own name, have done so for purposes wholly or mainly unconnected with their trade, business or profession, **We** will not rely on this condition if the failure to make a fair presentation of the risk concerns only facts or information which relate to that particular individual, unless the individual (or **You** on their behalf) makes a careless misrepresentation, in which case **We** may rely on this condition as against that particular individual as if a separate insurance contract had been issued to them leaving the remainder of the policy unaffected.

9. Instalments

If **You** have a Loan Agreement with Covéa Insurance to pay for **Your** insurance it is a condition precedent to **Our** liability that payments shall be made in line with the Loan Agreement otherwise all benefit under the policy shall be forfeited and the policy shall be cancelled as outlined in **Your** Loan Agreement.

10. Minimum Security Standards

This Condition is applicable to the following Sections of cover when shown as insured in **Your Schedule**:

- Section 1: Property Damage
- Section 2: Business Interruption
- Section 11: Money and Assault
- Section 13: Specified All Risks items at **Your Premises**

It is a condition precedent to **Our** liability for any claim resulting from theft, attempted theft or malicious damage that the following security measures or any alternatives that **We** agree to in writing are installed and activated at the **Premises** whenever the **Premises** are closed for **Business** or left unattended:

Doors

- (a) Up and Over Doors
sectional up and over doors must be secured by a padlock conforming to CEN Grade 4 inserted through a hole drilled into each guide channel approximately 25mm above the guide roller.
- (b) Steel roller shutters
each shutter must be secured by two security shutter locks, locking mechanisms should be positioned as close as possible to the bottom of the door to prevent the shutter being prised up at the bottom to gain entry, alternatively a closed shackle padlock conforming to CEN Grade 4 with matching locking bar may be utilised.
- (c) Aluminium doors
single leaf doors should be fitted with a cylinder mortice deadlock. Double leaf doors should have the standing leaf secured with flush bolts and the opening leaf secured with a cylinder mortice deadlock with a hook bolt mechanism.
- (d) Outward opening doors
the hinge side of the door must be protected by hinge covers such as dog bolts or equivalent fitted approximately 400mm from the top and bottom of the door.

(e) Fire exit doors

must be protected on the outside by a sheet of steel minimum thickness 1.6mm fixed to the top, bottom and side rails of the door by either non-return screws or coach bolts at 150mm centres. Bolt heads must be on the outside of the door(s). If the door(s) is/are outward opening the steel must overlap the frame on the locking side to prevent the door being prised open between the door and the frame. In addition two hinge bolts must be fitted to the hinge side of the door approximately 400mm from the top and bottom of the door.

(f) Double doors

standing leaf must be secured with two flush bolts or two mortice rack bolts. Opening leaf of timber doors must be secured with a deadlock conforming to BS3621 with a manufacturers matching striking plate. Opening leaf of aluminium doors must be fitted with a cylinder mortice deadlock with hook bolt mechanism.

(g) Doors not otherwise specified

must be secured with a deadlock conforming to BS3621 with manufacturers matching striking plate.

Windows

All accessible opening windows must be fitted with key operated locks or protected internally or externally by solid steel bar grille(s) secured within a hardened or galvanised steel frame unless officially designated as a fire escape by the fire and rescue authority. Each side of the frame must be secured to the brickwork surrounding the window by either Rawlbolts at 300mm intervals or non-return screws at 150mm intervals.

If **You** do not have key operated window locks and are required by **Us** to protect **Your** windows with solid steel bar grille(s) **You** must ensure that:

- (a) the bars are of a minimum diameter of 19mm and no further apart than 125mm
- (b) the bars are welded to or pass through tie bars of steel of at least 6mm dimension thick x 40mm wide and the distance between the tie bars must not exceed 600mm
- (c) the tie bars are secured to the wall surrounding the window at a minimum of four points by expansion bolts of at least M8 size which penetrate the masonry or brickwork by at least 60mm and bolt holes must be set back at least 60mm from the edge of the window opening

if the bars are fixed externally the heads of the bolts must be welded to the tie bars to prevent them being undone. Any alternative specification or fixing methods must be agreed by **Us** in writing prior to fitting.

11. Other interests

The interests of third parties which **You** are required to include on this policy under the terms of any mortgage, property lease or hiring leasing or hire purchase agreement are automatically deemed to be covered subject to **You** advising **Us** at the time of notification of any claim.

General Conditions

continued

12. Reasonable Precautions

You must:

- (a) take all reasonable precautions to prevent or minimise **Damage**, accident or **Bodily Injury**
- (b) maintain the **Premises**, machinery equipment and furnishings in a good state of repair
- (c) exercise due care in the selection and supervision of **Employees**
- (d) comply with all relevant statutory requirements, manufacturers' recommendations and other regulations relating to the use, inspection and safety of property and the safety of persons.

13. Reinstatement of Sum Insured

We will in the event of **Damage** under this policy automatically reinstate the sum insured unless there is written notice by **Us** to the contrary, provided that:

- (a) **You** undertake to pay the appropriate additional premium
- (b) **You** immediately implement any recommendations **We** make to prevent further **Damage** and effect all repair or replacement work without delay.

14. Sanctions

We shall not provide cover or be liable to provide indemnity 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 **Us** or any member of **Our** group to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of any country.

15. Security

It is a condition precedent to **Our** liability for any claim resulting from fire, theft or malicious damage, that **You** must at all times ensure that:

- (a) security devices are put into full and effective operation whenever the **Premises** are closed for **Business** or left unattended
- (b) keys and all details of any codes or combinations relating to any part of the **Intruder Alarm Installation** and any safe or strongroom are removed from the **Premises** whenever the **Premises** are closed for **Business** or left unattended
- (c) fire break doors and shutters in the **Buildings** are maintained in efficient working order and that the openings protected by such doors and shutters are kept clear of obstruction at all times and that all such doors and shutters other than those fitted with fusible links are kept closed except during **Business Hours**
- (d) alterations or additions to or changes in or removal of security devices are advised to **Us** immediately.

16. Survey

It is a condition precedent to **Our** liability under this policy that **You** shall comply with any risk improvements required by **Us** following a survey within the timescales specified.

We retain the right to cancel suspend or alter the terms of the insurance provided by this policy should the survey show the risk or any part thereof to be unacceptable to **Us** requiring improvement.

17. Vacant or Unoccupied Buildings

It is a condition precedent to **Our** liability that where there are **Vacant or Unoccupied Buildings** **You** will notify **Us**:

- (a) immediately **You** become aware that the **Buildings** are **Vacant or Unoccupied Buildings**
- (b) of any **Damage** to the **Vacant or Unoccupied Buildings** whether such **Damage** is insured or not
- (c) that the **Buildings** are to be occupied by contractors for renovation, alteration or conversion purposes.

The following action must be implemented by **You**:

- (i) an internal and external inspection of the **Buildings** every 7 days by **You** or an authorised representative and a written record of such inspections maintained
- (ii) all trade refuse and waste materials are removed from the interior of the **Buildings** and no accumulation of refuse and waste be allowed in the adjoining yards or spaces owned by **You**
- (iii) the **Buildings** must be secured against unlawful entry and all locks bolts and other protective devices in full operation
- (iv) all ground floor window openings must be securely fastened and if specified by **Us** in writing boarded up in accordance with **Our** requirements
- (v) ensure all letterboxes are sealed to prevent insertion of material
- (vi) all sources of power fuel or water are turned off and the water system drained down other than:
 - where electricity is needed to maintain any fire or **Intruder Alarm Installation** in operation
 - where the **Buildings** are protected by a wet sprinkler installation to provide sufficient heat to prevent freezing or bursting of the sprinkler installation.

In the event of any breach of security of the **Buildings**, malicious damage or any evidence of unlawful entry or attempted entry to the **Buildings** **You** will immediately:

- (a) carry out the necessary work to satisfy the above requirements
- (b) notify **Us**.

Claims Conditions

All of the following Claims Conditions apply in addition to any Claims Conditions contained in the Sections of this policy.

1. Claims Procedure

It is a condition precedent to **Our** liability that following an incident that may result in a claim under this policy:

- (a) **You** must advise the police as soon as reasonably possible if there has been a theft, attempted theft, riot damage, vandalism or any malicious act or if any **Property Insured** has been lost outside the **Premises**
- (b) **You** must notify **Us**:
 - (i) within 28 days of the event in the case of **Damage** caused by riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances or malicious persons
 - (ii) immediately:
 - in respect of all other claims
 - of any impending prosecution
 - of any inquest or fatal accident inquiry
- (c) **You** must provide **Us** with all documentation relating to any accident, claim, prosecution or court proceedings which must be sent to **Us** immediately, unacknowledged
- (d) **You** must not admit or repudiate liability without **Our** written consent
- (e) **You** must provide at **Your** own expense all details and evidence **We** may reasonably require
- (f) **You** must take all reasonable steps to mitigate the extent of any **Damage**
- (g) **We** are entitled to enter any building where **Damage** to **Property Insured** by this policy has occurred and to take possession of and deal with any salvage in a reasonable manner. No property may be abandoned to **Us**.

2. Fraudulent Claims

For the purposes of this Condition the definition of 'You/Your' will also include any person who is entitled to benefit from the policy to the extent that a claim is made by or on their behalf.

If **You** or anyone acting on **Your** behalf makes a claim which is in any way fraudulent **We**:

- (a) will not pay the claim
- (b) may recover from **You** any sums already paid by **Us** in respect of the claim; and
- (c) may notify **You** that **We** are treating this policy as having terminated with effect from the time of the fraudulent act.

If **We** do treat this policy as having terminated **You** will have no cover under this policy from the date of termination and will not be entitled to any refund of premium.

Where a fraudulent claim is made by or on behalf of a person who is not the **Policyholder** this condition applies only to that person's claim and references to 'this policy' should be read as if they were references to the cover for that person alone and not to the policy as a whole.

Fraudulent claims include but are not limited to:

- (a) making a claim which is fraudulent, fictitious or known to be false
- (b) intentionally exaggerating or inflating a claim
- (c) supporting a claim with false or forged documents, information or statements
- (d) wilfully causing loss, **Damage** or injury.

3. Other Insurances

If **Damage** which is the subject of a claim under this policy is covered by any other insurance **We** will only pay **Our** rateable proportion of the claim.

4. Subrogation

We will be entitled to undertake in **Your** name or on **Your** behalf:

- (a) the defence or settlement of any claim
- (b) steps to enforce rights against any other party before or after payment is made by **Us**.

5. Terms not Relevant to Actual Loss

If payment of a claim is conditional upon compliance with any term of this policy **We** will not pay for any claim where the term has not been complied with except where the term concerned:

- (a) is operative only in connection with particular premises or locations;
- (b) is operative only at particular times; or
- (c) is intended to reduce the risk of particular types of injury, loss, **Damage** or liability

where **We** will pay for claims in respect of which **You** can prove that non-compliance with the term could not have increased the risk of the injury, loss, **Damage** or liability which occurred.

General Exclusions

The following General Exclusions apply to all Sections unless otherwise stated and in addition to the Exclusions contained in each Section.

This policy does not cover:

1. War Government Action and Terrorism

- (a) **Damage** to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any other costs directly or indirectly caused by or contributed to by or arising from:
- (i) **War Government Action** or **Terrorism**
 - (ii) civil commotion in Northern Ireland.
- (b) Legal liability of whatsoever nature or any costs or expenses whatsoever directly or indirectly caused by or contributed to by or arising from **War Government Action** or **Terrorism** except to the extent stated in the Liability Provisions.

For the purpose of this Exclusion and its Liability Provisions:

War shall mean war invasion acts of foreign enemies hostilities or warlike operations (whether war be declared or not) civil war mutiny civil commotion assuming the proportions of or amounting to popular rising military rising insurrection rebellion revolution or military or usurped power.

Government Action shall mean martial law confiscation nationalisation requisition or destruction of property by or under the order of any government or public or local authority or any action taken in controlling preventing suppressing or in any way relating to war.

Terrorism shall mean 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 any action suit or other proceedings where **We** allege that by reason of this exclusion as far as it relates to **Terrorism** any **Damage** or resulting loss or expense or other costs directly or indirectly caused by such event is not covered by this insurance the burden of proving that such **Damage** loss or expense is covered shall be upon **You**.

Liability Provisions

Subject otherwise to the terms definitions exclusions provisions and conditions of this policy **We** will indemnify **You** under Section 3: Employers' Liability if insured under this policy provided that in respect of any one occurrence or series of occurrences arising out of any one original cause **Our** liability in respect of all legal liability, costs and expenses directly or indirectly caused by or contributed to by or arising from **Terrorism** shall not exceed £5,000,000.

We will indemnify **You** under Section 4: Public and Products Liability if insured under this policy against legal liability, costs and expenses directly or indirectly caused by or contributed to by or arising from **Terrorism** provided that **Our** liability shall not exceed:

- (a) in respect of or arising out of any one occurrence or series of occurrences arising out of one original cause £2,000,000 or

the amount of the Limit of Indemnity shown in the **Schedule** whichever is the lower but in respect of **Products** this limitation shall apply to all insured events occurring in any one **Period of Insurance**

- (b) in respect of all **Pollution or Contamination** consequent upon **Terrorism** and which is deemed to have occurred during any one **Period of Insurance** £2,000,000 in the aggregate or the amount of the Limit of Indemnity shown in the **Schedule** whichever is the lower.

2. Radioactive Contamination

Loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss or any legal liability of whatsoever nature directly or indirectly caused or occasioned by or happening through or in consequence of:

- (a) ionising radiations from or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- (b) the radioactive, toxic, explosive or other hazardous properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
- (c) any weapon or device employing atomic or nuclear fission and or fusion or other like reaction or radioactive force or matter
- (d) the radioactive toxic explosive or other hazardous or contaminating properties of any radioactive matter, but the exclusion in this paragraph (d) shall not extend to radioactive isotopes other than nuclear fuel when such isotopes are being prepared, carried, stored or used for commercial, agricultural, medical, scientific or other similar peaceful purposes
- (e) any chemical biological bio-chemical or electromagnetic weapon

As far as concerns **Bodily Injury** caused to any **Employee of Yours** if such Bodily Injury arises out of and in the course of employment or engagement of such person by **You** this exclusion shall apply only in respect of:

- (i) the liability of any principal
- (ii) liability assumed by **You** under agreement and which would not have attached in the absence of such agreement.

3. Sonic Bangs

Damage caused by or consisting of pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

4. Northern Ireland

Damage and any consequential loss in Northern Ireland occasioned by or happening through or in consequence directly or indirectly of riot, civil commotion and (except in respect of **Damage** or any consequential loss by fire or explosion) strikers, locked-out workers, persons taking part in labour disturbances or malicious persons.

General Exclusions

continued

5. Asbestos

(not applicable to Section 3: Employers' Liability if insured by this policy)

Any loss, cost, expense or liability for **Bodily Injury** loss or **Damage** directly or indirectly arising out of or resulting from the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use of or exposure to asbestos or materials or products containing asbestos whether or not there is another cause of loss which may have contributed concurrently or in any sequence to a loss.

6. Confiscation & Nationalisation

Confiscation nationalisation or requisition by order of any government public municipal local or customs authority.

7. Electronic Risk

(not applicable to Section 3: Employers' Liability, Section 4: Public and Products Liability, and Section 5: Professional Indemnity if insured by this policy)

- (a) loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any:
 - (i) loss of, alteration of, or damage to or a reduction in the functionality, availability or operation of a **Computer System**, unless subject to the provisions of paragraph (b)
 - (ii) loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any **Data**, including any amount pertaining to the value of such **Data** unless subject to the provisions of paragraph (c).
- (b) Notwithstanding paragraph (a) above, and subject to all terms, Conditions and Exclusions of this policy or any endorsement thereto, this policy covers physical damage to property insured under this policy and any consequential loss directly resulting therefrom where such physical damage is directly occasioned by any of the **Defined Perils** as described below.
- (c) Notwithstanding sub paragraph (a) (ii) above, in the event that hardware or the **Data** storage device of a **Computer System** insured under this policy sustains physical damage caused by a **Defined Peril** which results in damage to or loss of **Data** stored on that hardware or the **Data** storage device, then the damage to or loss of such **Data** shall be recoverable hereunder and the basis of valuation for the recovery of the damaged or lost **Data** shall only be the costs of reproducing **Data** if such costs are indemnified under this policy. Such costs shall include all reasonable and necessary expenses incurred in recreating, gathering or assembling such **Data**, but does not include the value of the **Data** to **You** or any other party even if such **Data** cannot be recreated, gathered or assembled.

For the purposes of this Exclusion the following Definitions apply:

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

the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility.

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

Defined Peril means fire, lightning, explosion, aircraft or vehicle impact, falling objects, windstorm, hail, tornado, cyclone, hurricane, earthquake, volcano, tsunami, flood, freeze or weight of snow.

8. Marine

Damage to property which at the time of the happening of the **Damage** is insured by any marine policy or policies (or would but for the existence of this policy) except in respect of any excess beyond the amount which would have been payable under the marine policy or policies had this policy not been effected.

9. Pollution or Contamination

(not applicable to Section 3: Employers' Liability and Section 4: Public and Products Liability if insured by this policy)

Damage caused by **Pollution or Contamination** but this shall not exclude destruction of or **Damage** to the **Property Insured**, not otherwise excluded, caused by:

- (a) **Pollution or Contamination** which itself results from a **Defined Peril**; or
- (b) a **Defined Peril** which itself results from **Pollution or Contamination**.

10. Unexplained Losses

Loss or damage caused by disappearance, unexplained loss, inventory shortage, misfiling or misplacing of information.

11. Communicable Disease

(not applicable to Section 3: Employers' Liability, Section 4: Public Liability and Products Liability, and Section 5: Professional Indemnity if insured by this policy)

- (a) any loss, damage, liability, claim, cost or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with:
 - (i) a **Communicable Disease**; or
 - (ii) the fear or threat (whether actual or perceived) of a **Communicable Disease**

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

The above Exclusion includes, without limitation to the scope of the foregoing:

- 1. any cost to clean up, detoxify, remove, monitor or test:
 - (a) for a **Communicable Disease**; or
 - (b) any property insured hereunder that is affected by such **Communicable Disease**,
- and

General Exclusions

continued

2. any measures taken by any governmental, public or other authority or any other person for the prevention, suppression, mitigation, cleaning or removal of any **Communicable Disease**.
- (b) However, paragraph (a) shall not apply to physical loss or destruction of, or physical damage to, property and any resulting consequential loss, to the extent that **You** establish that such physical loss, destruction or damage was directly caused by:
 - (i) Terrorism (as defined in this policy), or
 - (ii) a **Defined Peril** as described below where specifically insured by this insurance.

All other terms, Conditions and Exclusions of the insurance remain the same.

For the purposes of this Exclusion the following Definitions apply:

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

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

Defined Peril means one of the following perils if specifically insured by this insurance:

Fire (howsoever caused); lightning; explosion; aircraft and aerial devices dropped from them; riot; civil commotion; strikers; damage caused by malicious persons; windstorm; rainstorm; hail; tornado; cyclone; typhoon; hurricane; earthquake; seaquake; seismic and/or volcanic disturbance/eruption; flood (howsoever caused); freeze; ice storm; weight of snow or ice; avalanche; meteorite or asteroid impact; landslip; landslide; mudslide; escape of water, oil or hydraulic fluid from any tank, apparatus or pipe; sprinkler leakage; impact by any road vehicle or animal; theft or attempted theft; mechanical or electrical breakdown; subsidence; heave; implosion; or collapse.

Section 1: Property Damage

Your Schedule will show if this Section is operative

Definitions

The following Definitions apply to this Section in addition to the General Definitions at the front of this policy and keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.

Computer Equipment

Electronic computer or other data processing and storage equipment, including media and other items used in conjunction with such equipment and **Portable Computer Equipment**.

Contents

The following property used solely in connection with **Your Business**, belonging to **You** or for which **You** are legally responsible and kept at the **Premises**:

- (a) machinery and plant, trade and office furniture
- (b) fixtures, fittings, blinds and signs
- (c) patterns, models, moulds, plans and designs
- (d) deeds, documents, manuscripts, business books and computer system records
- (e) all other contents including curios and pictures
- (f) **Personal Effects** not exceeding £1,000
- (g) **Money** not exceeding £500
- (h) motor vehicles, motor chassis and their contents but excluding any property which is more specifically insured.

Declared Value

Your assessment of the cost of Reinstatement of the **Buildings** at the level of costs applying at the start of the **Period of Insurance** (ignoring inflationary factors which may operate subsequently) together with in as far as the insurance provides allowance for:

- (a) the additional cost of reinstatement to comply with public authority requirements
- (b) professional fees
- (c) debris removal costs.

Personal Effects

Personal possessions normally worn, carried by, on or about the person, clothing, tools and pedal cycles not otherwise insured, belonging to **Your** directors, partners, **Employees**, customers and visitors.

Portable Computer Equipment

- (a) laptops, palmtops and notebooks
- (b) personal digital assistants
- (c) projectors, printers, scanners and other peripheral devices which are designed to be carried and used in conjunction with other Portable Computer Equipment

- (d) removable satellite navigation systems
- (e) digital cameras.

Specified Stock

- (a) Tobacco, cigarettes and cigars
- (b) Wines and spirits
- (c) Jewellery, watches, precious metals and stones
- (d) Non-ferrous metals

owned by **You** or for which **You** are legally responsible for the purposes of the **Business**.

Stock

Stock and materials in trade including:

- (a) raw materials
- (b) work in progress
- (c) finished goods
- (d) goods in trust

owned by **You** or for which **You** are legally responsible for the purposes of the **Business** excluding **Specified Stock**.

Tenant's Improvements

Improvements, alterations and decorations which have been undertaken to the **Buildings** either by **You** or a previous occupier, as tenant and for which **You** are legally responsible as occupier and not as owner.

Cover

Damage occurring at or within 50 metres of the **Premises** to the **Property Insured** described in the **Schedule** occurring during the **Period of Insurance**.

Extensions

The following Extensions apply to this Section.

Additional Costs of Construction – Energy Efficiency

We will pay for the additional costs of reinstatement following **Damage** to the **Buildings** arising solely from the necessity to comply with the application of the EC Directive on Energy Performance of Buildings 2002/91 (as enacted in applicable national law) provided that **We** will not be liable under this cover for any such costs or expenses:

- (a) in respect of **Damage** occurring prior to the inception of this Section
- (b) for work which takes more than 12 months from the date of **Damage** unless prior consent has been given by **Us**
- (c) in respect of property entirely undamaged.

Our liability will not exceed £1,000,000 or 15 % of the Property Damage sum insured shown in the **Schedule**, whichever is the lower.

Section 1: Property Damage

continued

Additional Statutory Costs

We will pay reasonably and necessarily incurred additional costs involved in complying with statutory regulations or local authority requirements following **Damage** to the **Property Insured** provided that **We** will not be liable under this cover for any such costs or expenses:

- (a) incurred following **Damage** to **Stock** and **Specified Stock**
- (b) in respect of **Damage** occurring prior to the inception of this Section
- (c) in respect of property entirely undamaged
- (d) where notice to comply has been served upon **You** prior to the occurrence of **Damage**
- (e) for work which takes more than 12 months from the date of **Damage** unless prior consent has been given by **Us**.

Our liability will not exceed:

- (i) in respect of damaged property 15 % of the sum insured shown in the **Schedule**
- (ii) in respect of undamaged portions of the property (other than foundations) 15 % of the total amount for which **We** would have been liable had the property been wholly destroyed.

The total amount recoverable under any item of this Section will not exceed its sum insured.

Architects' and Surveyors' Fees

Within the overall limit of the sum insured on **Property Insured** (excluding **Stock** and **Specified Stock**) **We** will pay the cost of architects', surveyors', consulting engineers', legal and other fees necessarily and reasonably incurred with **Our** consent in the reinstatement or repair of the property following **Damage** but excluding fees charged for the preparation of any claim.

Branded Goods

In the event of **Damage** to **Property Insured** any salvage of branded goods or merchandise belonging to **You**, held in trust, on commission or goods sold but not delivered will not be disposed of by sale without **Your** consent.

If such salvage is not disposed of by sale then the amount of **Damage** will be assessed at the value agreed between **You** and **Us** and taken into consideration in the settlement of the claim.

We will pay reasonable costs **You** incur to:

- (a) stamp "salvage" on the goods or its containers provided that the stamp will not physically damage the goods; or
- (b) remove the brands or labels, provided that if doing so will not physically damage the goods. **You** must relabel the goods or its containers to comply with the law.

Capital Additions

This Section includes:

- (a) newly acquired and/or newly erected **Buildings** and **Contents** anywhere within the **Territorial Limits** in so far as such property is not otherwise insured

- (b) alterations, additions and improvements to existing **Buildings** and **Contents** at the **Premises** but excluding any appreciation in the value of such property during the **Period of Insurance** provided that **You** will notify **Us** of such capital additions as soon as possible or within 6 months of the addition and pay the appropriate additional premium that may be required to provide retrospective cover from the commencement date of **Your** liability for such property. Following such notification the provisions of this Extension are fully reinstated.

Our liability will not exceed £1,000,000 or 15 % of the Property Damage sum insured shown in the **Schedule**, whichever is the lower.

Continuing Interest and Hire Charges

In the event of **Damage** at the **Premises** where **You** are liable under contract for interest charges or continuing hire charges not recoverable under the terms of a lease or similar agreement in respect of property for which **You** are responsible and which is not otherwise insured **We** will pay such charges actually and reasonably incurred.

Our liability will not exceed £10,000 in any one **Period of Insurance**.

Contract Price

In respect of goods sold but not delivered for which **You** are legally responsible and where the sale contract is cancelled by reason of **Damage** then **Our** liability will be based on the contract price. For the purpose of the General Condition 4. Average the sum insured will be calculated on the same basis.

Contract Works

The insurance by this Section extends to include temporary or permanent works executed or in the course of execution at the **Premises** by **You** or on **Your** behalf for the purposes of alterations or improvements to the **Premises** including unfixed site materials supplied for incorporation into the works but not including property more specifically insured.

Our liability will not exceed £250,000 any one single contract.

Contractors Interest

Where **You** are required to effect insurance on the **Property Insured** in joint names of **You** and the contractor under the terms of a contract condition then the interest of the contractor in the **Property Insured** as joint **Policyholder** is hereby noted.

Our liability will not exceed £250,000 any one single contract.

Contracting Purchaser

If **You** contract to sell the **Buildings** the purchaser will be entitled to the benefit provided by this Section, between the exchange of contracts and the completion of the sale, provided that the purchaser completes the purchase and the **Buildings** are not otherwise insured.

Debris Removal Costs

- (a) The insurance by this Section extends to include costs and expenses necessarily incurred by **You** with **Our** consent in:

Section 1: Property Damage

continued

- (i) removing debris
- (ii) dismantling or demolishing
- (iii) shoring up or propping

of the portion or portions of the **Property Insured** which has been subject to **Damage** but excluding any such costs or expenses incurred in respect of **Stock** and **Specified Stock**

(b) where **Stock** and **Specified Stock** is insured the insurance by this Section includes costs and expenses necessarily incurred by **You** with **Our** consent in removing debris of the portion or portions of such insured property which has suffered **Damage** but **Our** liability in respect of **Damage** to **Stock** and **Specified Stock** will not be increased above the respective sum insured by the operation of this Extension provided that **We** will not be liable for any such costs or expenses:

- (i) incurred in removing debris except from the site of the **Property Insured** which has suffered **Damage** and from the area immediately adjacent to such site
- (ii) arising from **Pollution or Contamination** of property not insured by this Section.

Our liability will not exceed the Property Damage sum insured shown in the **Schedule**.

Drains, Sewers and Gutters

We will pay costs and expenses necessarily incurred by **You** with **Our** consent for cleaning and/or clearing of drains, sewers and gutters in consequence of **Damage** to the **Property Insured** provided that **We** will not be liable for any such costs or expenses:

- (a) incurred in removing debris except from the site of the **Property Insured** which has suffered **Damage** and from the area immediately adjacent to such site
- (b) arising from **Pollution or Contamination** or property not insured by this Section.

Exhibitions

We will pay for **Damage** caused to **Property Insured** excluding **Buildings** and **Tenants Improvements** whilst:

- (a) within the premises of any trade show or exhibition within **Europe** at which **You** are participating as an exhibitor
- (b) in transit thereto and therefrom any show or exhibition within **Europe** but excluding theft or attempted theft from any unattended **Vehicle**.

Our liability will not exceed £50,000 in any one **Period of Insurance**.

Fire Brigade Charges

We will pay **You** the reasonable costs charged by any Public Authority relating to the extinguishing or fighting of fire.

Further Investigation Costs

Where **You** have suffered **Damage** to **Buildings** insured by this Section and in the opinion of a competent construction professional, in respect of the same event, there is a reasonable possibility of **Damage** to:

- (a) a portion of the same **Building** which is not immediately apparent
- (b) **Buildings** for which **You** are responsible in the immediate vicinity

We will pay the reasonable costs incurred by **You** with **Our** prior consent in establishing whether or not such **Damage** has occurred.

Provided that sub-clause (b) above is subject to such **Buildings** in the immediate vicinity being found to have suffered **Damage** for which **We** are liable under this Section.

Our liability will not exceed £25,000 in any one **Period of Insurance**.

Glass

We will pay for **Damage** to fixed glass, lamps, signs and name plates at the **Premises** not owned by **You** or insured by this policy including necessarily incurred additional costs involved in:

- (a) boarding up or temporary glazing pending replacement of broken glass
- (b) removing and re-fixing window fittings and other obstacles to replacement

provided that **You** are legally responsible for the repair of such **Damage**.

Our liability will not exceed £25,000 in any one **Period of Insurance**.

Inadvertent Omission to Insure

This Section extends to include any **Premises** in the United Kingdom which **You** own or for which **You** are responsible which **You** have an obligation to insure but have inadvertently been left uninsured.

Provided that:

- (a) **You** advise **Us** in writing immediately **You** become aware of an omission to insure and will pay the appropriate premium from the date upon which the insurance of the property became **Your** responsibility
- (b) **You** will carry out at not less than annual intervals a check of all properties owned by **You** or for which **You** are responsible to ensure that effective insurance is in force for such properties
- (c) **Our** liability will not exceed £1,000,000 any one occurrence.

This Extension will only be effective if **We** are the sole provider of **Buildings** Insurance in respect of **Your** properties owned in connection with the **Business** as defined in the **Schedule** and where **You** have an obligation to arrange such insurance.

We will not be liable for:

- (i) any premises more specifically insured
- (ii) any appreciation in value.

Index Linking

The sum insured specified in the **Schedule** will be adjusted at monthly intervals in accordance with fluctuations in suitable indices of cost. This adjustment will continue after any **Damage** if the repairs or reinstatement are done without delay.

Section 1: Property Damage

continued

We will not charge any extra premium during the **Period of Insurance** but at the end of the period **We** will calculate the renewal premium based on the revised sum insured.

Interested Parties

Any act or omission by the leaseholder, lessee, mortgagor or **You** or by any tenant occupying or using the **Buildings** which increases the possibility of **Damage** will not prejudice the insured interest of the freeholder, lessor or mortgagee provided that:

- (a) such act or omission is entirely without the authority of the freeholder, lessor or mortgagee
- (b) as soon as the freeholder, lessor or mortgagee becomes aware of any such act or omission they will give immediate written notice to **Us** and pay any additional premium required.

Landscaping Costs

We will pay **You** for the costs necessarily and reasonably incurred by **You** with **Our** consent in repairing or reinstating **Damage** to the landscaped gardens and grounds at the **Premises** caused by fire brigade equipment and personnel in the course of combating fire or any other insured event provided that **You** are legally responsible for the repair or reinstatement of such **Damage**.

Our liability will not exceed £25,000 in any one **Period of Insurance**.

Loss of Metered Utilities

We will pay charges for which **You** are responsible if water, oil, gas or electricity is accidentally discharged from a metered system providing service to the **Premises** as a result of **Damage** insured under this Section.

We will not be liable for any such charges incurred by **You** in respect of any **Vacant or Unoccupied Building**.

Our liability will not exceed £25,000 in any one **Period of Insurance**.

Loss Minimisation Expenses

We will pay for the costs necessarily and reasonably incurred by **You** with **Our** consent in:

- (a) preventing or reducing losses in the event of imminent **Damage** which would have been insured under this Section
- (b) alleviating **Damage** insured under this Section during and after the event of such **Damage**

Provided that:

- (i) the impending **Damage** was not reasonably foreseeable earlier and would be the inevitable outcome if such costs and expenses were not incurred
- (ii) the impending **Damage** did not arise from any defect in the **Property Insured**
- (iii) the impending **Damage** is not more specifically insured.

Our liability will not exceed £10,000 in any one **Period of Insurance**.

Property Stored

We will pay for **Damage** to **Stock** and **Specified Stock** whilst removed from the **Premises** but remaining within the United Kingdom. **We** will not pay for:

- (a) **Stock** and **Specified Stock** more specifically insured
- (b) **Damage** to **Stock** and **Specified Stock** in any yard, car park, open space or contained within an open sided structure or open sided building
- (c) **Damage** caused other than by a **Defined Peril**.

Our liability will not exceed £100,000 any one occurrence.

Non-Invalidation

The insurance by this Section, other than in respect of **Damage** by theft or any attempt thereat, will not be invalidated by any act or omission or by any alteration unknown to **You** and beyond **Your** control whereby the risk of **Damage** is increased provided that as soon as **You** become aware of any such act or omission or alteration **You** will give immediate written notice to **Us** and pay any additional premium required.

Obsolete Building Materials

We will pay the reasonable additional cost incurred in the replacement of **Damaged** materials which given consideration to the knowledge at the time of installation, construction or fitting were deemed fit for purpose but require replacement with more suitable modern materials following **Damage**.

Protection Equipment Expenses

We will pay **You** the cost of refilling fire extinguishing equipment and smoke cloaks used solely as a consequence of **Damage**.

Our liability will not exceed the Property Damage sum insured shown in the **Schedule**.

Reinstatement to Match (Computer Equipment)

Where **Computer Equipment** has suffered **Damage**, **You** may replace, repair or restore the property with equivalent property which employs current technology, and replacement, repair or restoration with such property for the purposes of this Section shall not be regarded as being better or more extensive than when new.

Cover also extends to include:

- (a) the cost of replacement or modification of undamaged **Computer Equipment** insofar as it is necessary to adapt it to operate in conjunction with lost, destroyed or damaged property which has been replaced, repaired or restored
- (b) the cost of replacement, repair or modification of undamaged parts of **Computer Equipment** that form part of a matching set of articles, or suite of common design or function where the **Damage** is restricted to a clearly identifiable area or to a specific part.

Section 1: Property Damage

continued

Provided that:

- (a) **Our** total liability is not increased beyond the amount:
 - (i) that would otherwise have been payable for the replacement, repair or restoration of the property lost, destroyed or damaged in its original form
 - (ii) that would have been payable for replacement, repair or modification if such property forming a set of articles, or suite of common design or function had been wholly destroyed
- (b) **We** will be liable only for the amount sufficient to enable **You** to resume operations in substantially the same manner as before the **Damage**
- (c) where the property is lost, destroyed or damaged in part only, **We** will not be liable for more than the amount representing the cost which **We** would have paid for repair, restoration or replacement if such property had been wholly destroyed
- (d) if **Damage** to **Computer Equipment** results in undamaged computer records being incompatible with the replacement **Computer Equipment**, **We** will pay the cost of:
 - (i) modifying the **Computer Equipment**; or
 - (ii) replacing computer records with reinstatement of programs and/or information (but not for the value of the information to **You**)

whichever is the less

Our liability will not exceed the **Computer Equipment** sum insured shown in the **Schedule**.

Seasonal Stock Increase

The sums insured for **Stock** and **Specified Stock** is increased by 25% during each **Period of Insurance** either:

- (a) during November, December and the first 15 days of January and the 30 days up to and including Easter Day and 7 days thereafter
- (b) during any other period during the year where the seasonal trend of **Your Business** requires such an increase in the sum insured, provided that such trend can be supported by previous trading records and that the period of the increase does not exceed 90 days in any **Period of Insurance**.

Seventy Two Hour Clause

Damage caused by Storm, Flood or Earthquake if insured hereby occurring within each and every separate period of seventy-two hours during the currency of this Section will be deemed to be one occurrence in determining the application of any deductible or the **Excess**.

Sprinkler Upgrade Costs

We will pay the costs incurred following **Damage** to **Property Insured** to upgrade an automatic sprinkler installation within **Your Buildings** in order to comply with current Loss Prevention Council (LPC) rules.

Provided that:

- (a) at the date of **Damage** the installation conforms to the LPC rules current at the date of installation
- (b) the system has a complete service record up to the date of **Damage**.

Subrogation Waiver

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

- (a) any company standing in the relation of Parent to Subsidiary or Subsidiary to Parent to **You** as defined in the Companies Act or Companies (N.I.) Order as appropriate current at the time of the **Damage**
- (b) any company which is a Subsidiary of a Parent Company of which **You** are yourself a Subsidiary in each case within the meaning of the Companies Act or Companies (N.I.) Order as appropriate current at the time of the **Damage**
- (c) any tenant or lessee who contributes to the cost of the premiums but excluding **Damage** arising out of the tenant's or lessee's gross negligence or as a result of the tenant's or lessee's wilful act or recklessness.

Temporary Removal

We will pay for **Damage** to:

- (a) **Computer Equipment** and **Contents** whilst temporarily removed from the **Premises** for cleaning, renovation, repair or similar purposes and in transit thereto and therefrom anywhere within the **Territorial Limits**.

Our liability any one occurrence will not exceed:

- (i) 15% of the sum insured on each item
- (ii) in the case of documents, manuscripts, plans and the like 15% of the total value.

- (b) **Contents, Stock** and **Specified Stock** whilst being transferred between **Premises** described in the **Schedule** including transit by road, rail or inland waterway between such **Premises**.

Our liability will not exceed the amount which would have been recoverable had the **Damage** occurred at the **Premises** from which the property is transferred or £50,000 whichever is the less in respect of any such transfers at any one time.

We will not pay for property more specifically insured.

Temporary Removal – Documents and Computer System Records

We will pay for **Damage** to the following whilst temporarily removed to premises not in **Your** occupation but whilst remaining within the **Territorial Limits**:

- (a) deeds and other documents, manuscripts, plans and writings of every description and books (but excluding computer system records)
- (b) computer system records

We will not pay for property more specifically insured.

Section 1: Property Damage

continued

Our liability any one occurrence will not exceed:

- (i) in the case of deeds, documents and the like 15% of the **Contents** sum insured
- (ii) in the case of computer system records 10% of the **Contents** sum insured.

Theft Damage to Buildings

We will pay for **Damage** to the **Buildings** at the **Premises** not owned by **You** or insured by this policy resulting from theft or any attempt thereat provided that **You** are legally responsible for the repair of such **Damage**.

Our liability will not exceed £50,000 or 15% of the Property Damage sum insured shown in the **Schedule**, whichever is the lower.

Theft of Fixed Fabric of the Building

We will pay for theft of the fixed fabric of the **Buildings**, which **You** own or are legally responsible for including fixed external CCTV equipment and security lighting.

Our liability will not exceed £25,000 in any one **Period of Insurance**.

Theft of Keys

We will pay **You** costs and expenses necessarily and reasonably incurred for the replacement of locks or keys to the **Buildings** or to any safe or strongroom therein resulting from loss of keys following their theft:

- (a) from the **Buildings** or the home of any authorised **Employee**
- (b) involving assault or violence or threat thereof whilst such keys are in the personal custody of **You** or any authorised **Employee**.

Our liability will not exceed £25,000 in any one **Period of Insurance**.

Tobacco and Alcohol

We will pay **You** for **Damage** to tobacco, cigarettes, cigars, wines and spirits kept solely for entertainment purposes belonging to **You** or for which **You** are responsible.

Our liability will not exceed £1,000 in any one **Period of Insurance**.

Trace and Access

In the event of **Damage** at the **Premises** resulting from the escape of water or oil from any fixed installation, **We** will pay for costs necessarily and reasonably incurred in:

- (a) locating the source of **Damage** in order to effect repairs
- (b) making good.

Our liability will not exceed £25,000 in any one **Period of Insurance**.

Trade Samples

We will pay for **Damage** caused to trade samples whilst anywhere in **Europe** including while in transit thereto and therefrom but excluding theft or attempted theft from any unattended **Vehicle**.

Our liability will not exceed:

- (a) £1,000 in respect of any one single item

(b) £10,000 any one **Period of Insurance**.

Unauthorised Use of Electricity Gas or Water

We will pay **You** for the cost of metered electricity, gas or water for which **You** are legally responsible arising from its unauthorised use by persons taking possession of or occupying **Premises** without **Your** authority.

Provided that **You** shall take all practical steps to terminate such unauthorised use as soon as it is discovered.

Our liability will not exceed £50,000 any one occurrence.

Workmen

Workmen shall be allowed on the **Premises** for the purpose of carrying out minor repairs, decorations or alterations without affecting the cover provided by this Section.

Optional Extensions of Cover

Your Schedule will show if this Extension is operative.

Subsidence

Exclusion 17 of this Section is deleted.

This Section is extended to include **Damage** caused by subsidence, ground heave or landslip of any part of the site on which the **Property Insured** stands.

We will not be liable under this Extension for:

- (a) **Damage** to yards, forecourts, terraces, drives, roads, pavements, walls, gates and fences unless a **Building** at the same **Premises** is damaged by the same cause at the same time
- (b) **Damage** caused by or consisting of bedding down of new structures or by the settlement or movement of made up ground or by coastal or river erosion
- (c) **Damage** occurring whilst the whole or part of the **Property Insured** is in the course of erection, structural alterations or repair or demolition
- (d) **Damage** caused by defective design or workmanship or defective materials
- (e) **Damage** which commenced prior to the inception of the cover under this Extension
- (f) **Damage** caused by or consisting of fire, subterranean fire, explosion, earthquake or the escape of water from any tank, apparatus or pipe
- (g) the amount of the **Excess** stated in the **Schedule** applicable to Subsidence.

Provided that insofar as this insurance relates to **Damage** caused by subsidence, ground heave or landslip **You**:

- (a) keep the **Property Insured** in good and substantial repair
- (b) notify **Us** immediately **You** become aware of any demolition, groundworks, excavation or construction being carried out on any adjoining site. **We** shall then have the right to vary the terms or cancel the cover provided by this Extension.

Section 1: Property Damage

continued

Basis of Claims Settlement Clauses

Average

Each item of **Property Insured** under this Section is similarly but separately subject to Average as specified in General Condition 4.

Basis of Settlement

In the event of **Damage** to **Property Insured** by this Section the basis upon which the amount payable will be calculated is as follows:

- (a) **Stock and Specified Stock** - the cost price of replacing the goods at the time of the **Damage**
- (b) deeds, documents and business books - their value as stationery only together with the cost of clerical labour expended in writing up and not for the value to **You** of the information contained therein
- (c) computer systems records - the value of the materials only together with the cost of clerical labour and computer time expended in reproducing the records provided that **We** will not pay for the value to **You** of the information contained therein or for any expense in connection with the production of information to be recorded therein
- (d) patterns, models, moulds, plans and designs - the value of the materials only together with the cost of labour expended in reinstatement of such property
- (e) **Personal Effects** not otherwise insured - the cost of repair or replacement at the time of the **Damage**
- (f) rent - the loss of rent payable by or to **You** whilst necessary reinstatement or repairs are carried out following **Damage** to the **Buildings** which makes them uninhabitable, subject to the indemnity period as stated in the **Schedule**
- (g) **Buildings, Computer Equipment, Tenants Improvements, and Contents** - subject to the following Special Conditions the basis upon which the amount payable in respect of any item on **Buildings, Computer Equipment, Tenants Improvements, or Contents** is to be calculated will be the reinstatement of the property subject to **Damage**. For this purpose 'Reinstatement' means:
 - (i) the rebuilding or replacement of property subject to **Damage** which, provided that **Our** liability is not increased, may be carried out:
 - in any manner suitable to **Your** requirements
 - upon another site
 - (ii) the repair or restoration of property subject to **Damage** in either case to a condition equivalent to or substantially the same as but not better or more extensive than its condition when new.

Special Condition

1. At the start of each **Period of Insurance** **You** must notify **Us** of the **Declared Value** of each item on **Buildings, Computer Equipment, Tenants Improvements** and **Contents**. The premium is based on **Declared Value** (shown in the **Schedule**).

If **You** fail to notify **Us** of the **Declared Value** at the start of each **Period of Insurance** **We** will use the last **Declared Value** notified to **Us** for the following **Period of Insurance**.

2. In respect of each item to which this Clause applies General Condition 4. Average is amended to read:

If at the time of **Damage** the **Declared Value** of an item for **Buildings** is less than 85% of the cost of **Reinstatement** at the inception of the **Period of Insurance** then **Our** liability for the **Damage** will not exceed the proportion thereof which the **Declared Value** bears to such cost of **Reinstatement**.
3. **Our** liability for the repair or restoration of property which is only partially damaged will not exceed the amount which would have been payable had the property been wholly destroyed.
4. No payment beyond the amount which would have been payable in the absence of this Basis of Settlement will be made:
 - (a) unless **Reinstatement** commences and proceeds without unreasonable delay
 - (b) until the cost of **Reinstatement** has actually been incurred
 - (c) if at the time of **Damage** the **Property Insured** is insured by any other insurance effected by **You** or on **Your** behalf which is not upon the same basis of **Reinstatement**.
5. All the terms and conditions of the policy shall apply:
 - (a) in respect of any claim payable under the provisions of this Clause except in so far as they are varied hereby
 - (b) where claims are payable as if this Basis of Settlement had not been incorporated except that the sum(s) insured shall be limited to 115% of the **Declared Value(s)**.
- (h) all other property - the cost of repairing or reinstating the property equal to its condition when new provided that:
 - (i) this is carried out without delay and in the most economical manner
 - (ii) until **Reinstatement** has been completed no payment will be made for more than the amount which would be payable if an allowance had been made for wear, tear or depreciation.

Maximum Amount Payable

The most **We** will pay in respect of any one occurrence will not exceed the sum insured stated against each item or the total of all sums insured stated against all items insured by this Section as shown in the **Schedule**.

Designation

For the purpose of determining where necessary the item against which any property is insured **We** agree to accept the designation under which such property has been entered in **Your** books.

Section 1: Property Damage

continued

Conditions

The following Conditions apply to this Section in addition to the General Conditions and Claims Conditions at the front of this policy.

Electrical Inspection

It is a condition precedent to **Our** liability that:

- (a) the electrical system at the **Buildings** is inspected and tested by a qualified electrical engineer in accordance with IET Regulations for electrical installations and a completion and inspection certificate is issued following such inspection
- (b) any work specified on such certificates to ensure that the electrical installation meets IET Regulations will be carried out within 90 days of the inspection
- (c) a copy of each completion and inspection certificate is retained by **You** and available to **Us** upon request
- (d) the electrical installation is further inspected and tested within the timescale recommended on the completion and inspection certificate or within 5 years whichever is less.

Fire Extinguishing Appliances

It is a condition precedent to **Our** liability that **You** will maintain all fire extinguishing appliances in efficient working order and under a contract of maintenance during the **Period of Insurance**.

Subject to the observance of this Condition this Section will not be invalidated by any defect in any of the said appliances due to any circumstances unknown to **You** or beyond **Your** control.

Fork Lift Truck Charging

It is a condition precedent to **Our** liability that where fork lift truck battery charging is carried out at the **Premises You** must ensure that:

- (a) battery charging is confined to designated areas which:
 - (i) maintain a clearance of at least 2 metres between any fork lift truck plus its charging unit and any adjacent combustible materials
 - (ii) are behind non-combustible barriers and / or within a clearly painted floor area
 - (iii) have a standing area for the battery charger which is impervious, non-conductive and non-combustible
 - (iv) are kept clean, tidy and free from waste and combustible materials
- (b) all leads, plugs and clips are inspected and damaged items are replaced before each use
- (c) charging only takes place during **Business Hours**.

Stillage

It is a condition precedent to **Our** liability that all **Stock** and **Specified Stock** be kept on wooden pallets or metal racking so that such goods are at least 100 millimetres off the floor level.

Exclusions

The following Exclusions apply to this Section in addition to the General Exclusions at the front of this policy.

This Section does not cover:

1. water (other than loss of metered water as described in this Section), air, runways, railway lines, dams, reservoirs, storage lakes, canals, rigs, wells, tunnels, docks, piers, jetties, excavations, wharfs, mines, and off-shore property
2. animals and growing crops
3. bullion, furs, explosives or contraband
4. jewellery, precious metals, precious stones or furs except where specifically mentioned in the **Schedule**
5. overhead electrical and telecommunication transmission and distribution lines, overhead transformers or other similar overhead communication, transmission or distribution equipment and their supporting structures other than those within the **Premises** for which **You** are responsible
6. vehicles required to be licensed for road use (including accessories thereon), caravans, trailers, railway locomotives or rolling stock, watercraft, aircraft or spacecraft (including but not limited to satellites)
7. property or structures in the course of demolition, construction or erection and materials, equipment or supplies in connection therewith unless specifically mentioned as insured by this Section
8. moveable property in the open, fences, gates, vegetation, lawns and shrubs in respect of **Damage** caused by wind, rain, hail, sleet, snow, flood, dust or falling trees
9. property from a garden, yard, open space or any open fronted or open sided building therein by theft or any attempt thereat or malicious damage
10. **Property Insured** at any **Vacant or Unoccupied Buildings** unless agreed by **Us**
11. **Damage** to property stored in any outbuildings or basement caused by storm, flood, leakage of oil or water following bursting or overflowing of oil or water tanks, apparatus or pipes or from any automatic sprinkler installation, unless such property is raised at least 100mm above the ground floor level of the outbuilding or the floor level of the basement
12. **Damage** to any electrical machine or apparatus or component thereof occasioned by its over-running, excessive pressure, short-circuiting or self-heating not resulting in fire
13. **Damage** caused by or consisting of the bursting of any boiler, economiser (other than a boiler used for domestic purposes only) vessel, machine or apparatus in which internal pressure is due to steam only and belonging to **You** or under **Your** control but this shall not exclude subsequent **Damage** which itself results from a cause not otherwise excluded

Section 1: Property Damage

continued

14. Explosion in respect of and originating in any vessel machinery or apparatus or its contents, belonging to **You** or under **Your** control which requires to be examined to comply with any statutory regulations unless such vessel, machinery or apparatus is the subject of a policy or other contract providing the required inspection service
15. **Damage** arising solely from a change in the water table level (i.e. the level below which the ground is saturated with water)
16. **Damage** by falling trees caused by felling or lopping carried out by **You** or on **Your** behalf
17. **Damage** caused by subsidence, ground heave or landslip
18. **Damage to Property Insured:**
 - (a) caused by fire resulting from its undergoing any heating process or any process involving the application of heat
 - (b) (other than fire or explosion) resulting from its undergoing any process of production, packaging, treatment, testing, commissioning, servicing or repair
19. **Damage** caused by or arising from or consisting of:
 - (a) collapse or cracking of **Buildings**
 - (b) denting or mechanical or electrical defect, failure, breakdown or derangement
 - (c) gradually operating causes, including but not limited to atmospheric or climatic conditions, wet or dry rot, fungus, rust, corrosion, woodworm, moths, insects, vermin or pests, marring or scratching
 - (d) joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, superheaters, pressure vessels or any range of steam and feed piping in connection therewith
 - (e) any process involving drying, cleaning, dyeing, staining, repairing, restoring, renovating, fitting, installation, alteration or maintenance of any property
 - (f) use of any article contrary to manufacturers' instructions
 - (g) change in temperature, colour, flavour or finish but this shall not exclude:
 - such **Damage** not otherwise excluded which itself results from a **Defined Peril**
 - subsequent **Damage** which itself results from a cause not otherwise excluded
20. **Damage** caused by or consisting of:
 - (a) inherent vice, latent defect, defective design, plan or specification or the use of faulty materials
 - (b) wear, tear or depreciation or diminution in value
 - (c) faulty or defective workmanship operational error or omission by **You** or any of **Your Employees** but this shall not exclude subsequent **Damage** which results from a cause not otherwise excluded
21. theft or attempted theft where **You** or any director, partner or **Employee of Yours** or any member of **Your** family or household be concerned as principal or accessory
22. theft or attempted theft unless:
 - (a) involving forcible and violent entry to or exit from a **Building** at the **Premises**
 - (b) involving assault or violence or threat thereof to **You** or any of **Your Employees**
 - (c) as provided for under Section Extension Theft of Fixed Fabric of the Building
23. **Damage** by theft or attempted theft from any unattended **Vehicle** being any **Vehicle** with no person in charge or keeping the **Vehicle** under observation and able to observe or prevent any attempt by any person to interfere with the **Vehicle** unless:
 - (a) all windows and other openings have been closed, all doors have been secured and any other protective devices including but not limited to alarms and immobilisers have been put into full and effective operation and
 - (b) **Overnight** or after the completion of any **Working Day of the Driver:**
 - (i) the **Vehicle** is contained in a securely locked building and there is evidence of forcible and violent entry to or exit from the building, or
 - (ii) the **Vehicle** has an automatically setting security alarm which:
 1. was installed and certified by a Thatcham Research recognised installer or former Vehicle Security Installation Board accredited installer and
 2. complies with Thatcham Security Certification Category 1 or with BS6803 and
 3. is powered by its own battery and
 4. includes protection which covers the rear door of the **Vehicle**
24. in respect of **Stock** and **Specified Stock** whilst in transit:
 - (a) **Damage** due to:
 - (i) leakage, spillage, contamination or deterioration
 - (ii) breakage of china, glass or other brittle articles unless caused by fire, theft or an accident involving the **Vehicle**
 - (b) **Damage** resulting from faulty packing or labelling
 - (c) **Damage** to property conveyed in any soft or open topped or soft or open sided **Vehicle** caused by:
 - (i) theft or attempted theft unless caused by or arising from theft or attempted theft of the conveying **Vehicle**
 - (ii) storm or malicious damage

Section 1: Property Damage

continued

25. **Damage** caused by theft or attempted theft occurring outside **Business Hours** to any till or cash register unless its drawer has been left in an open position
26. any losses, **Damage**, costs or expense of any kind which occurs as a result of interruption of or interference with the **Business** under this Section, except loss of rent payable where this is shown as covered in **Your Schedule**
27. losses not directly associated with the incident that caused **You** to claim
28. the **Excess** stated in the **Schedule**.

Section 2: Business Interruption

Your Schedule will show if this Section is operative

Definitions

The following Definitions apply to this Section in addition to the General Definitions at the front of this policy and keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.

NOTE:

To the extent that **You** are accountable to the tax authorities for Value Added Tax all terms of this Section will be exclusive of such tax.

Estimated Insurable Gross Profit

The amount declared by **You** to **Us** as representing not less than the **Insurable Gross Profit** which it 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 twelve months.

Estimated Gross Rent Receivable

The amount declared by **You** to **Us** as representing not less than the **Gross Rent Receivable** which it 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 twelve months.

Estimated Gross Revenue

The amount declared by **You** to **Us** as representing not less than the **Gross Revenue** which it 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 twelve months.

Insurable Gross Profit

The amount by which the sum of the **Turnover** and the amount of the closing stock and work in progress will exceed the sum of the amount of the opening stock and work in progress and the amount of the **Specified Working Expenses**.

NOTE:

For the purpose of this definition the amounts of the opening and closing stocks and work in progress shall be arrived at in accordance with **Your** usual accounting methods, due provision being made for depreciation.

Gross Rent Receivable

The money paid or payable to **You** for accommodation and services provided (including service charges) at the **Premises**.

Gross Revenue

The money paid or payable to **You** for work done and services rendered in the course of the **Business**.

Indemnity Period

The period beginning with the date of **Damage** and lasting for the period during which **Your Business** is affected as a result of the **Damage**, but not longer than the **Maximum Indemnity Period** shown in the **Schedule**.

Maximum Indemnity Period

The period stated in the policy wording or in the **Schedule** as the Maximum Indemnity Period.

Outstanding Debit Balances

The individual amounts owed to **You** by **Your** customers and shown as outstanding in **Your** records after adjustment for bad debts, abnormal trading conditions and debit/credit amounts not passed through **Your** books during the period between the last record and the date of **Damage**.

Rate of Insurable Gross Profit

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

Specified Working Expenses

The following expenses of the **Business** which are considered to vary directly with the **Turnover** and are therefore not included in the insurance:

- (a) 100 % of purchases of materials (less discounts received)
- (b) 100 % of carriage, packaging and freight (other than **Your** own)
- (c) 100 % of bad debts.

Standard Gross Rent Receivable

The **Gross Rent Receivable** during that period in the twelve months immediately before the date of **Damage** which corresponds with the **Indemnity Period**.

Standard Gross Revenue

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

Standard Turnover

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

NOTE:

To the **Rate of Insurable Gross Profit**, **Standard Turnover** and **Standard Gross Revenue** adjustments shall be made as may be necessary to provide for the trend of the **Business** and for variations in or special circumstances affecting the **Business** either before or after the **Damage** which would have affected the **Business** had the **Damage** not occurred so that the figures thus adjusted will represent as nearly as may be reasonably practicable the results which but for the **Damage** would have been obtained during the relative period after the **Damage**.

Section 2: Business Interruption

continued

Turnover

The money paid or payable to **You** for products supplied and services rendered in the course of the **Business**.

Cover

If **Damage** occurs to property used by **You** at the **Premises** for the purposes of the **Business** which occurs during the **Period of Insurance** and causes interruption to or interference with the **Business** at the **Premises**, **We** will indemnify **You** in respect of such loss in accordance with the Basis of Cover stated in the **Schedule** and described below, provided that:

1. at the time of **Damage** there is insurance in force covering **Your** interest in the property at the **Premises** against **Damage** and that:
 - (a) payment has been made or liability admitted under that insurance; or
 - (b) payment would have been made or liability admitted, for the **Damage**, but for the operation of a proviso in the insurance excluding liability for losses below a specified amount.

Our liability in respect of any one occurrence will not exceed:

1. 133.3% of the sum insured for each item in respect of **Estimated Insurable Gross Profit** or **Estimated Gross Revenue** or **Estimated Gross Rent Receivable**
2. 100% of each other item

as shown in the **Schedule**.

Basis of Cover

Following **Damage** insured by this Section **We** will pay for the following in respect of any of the undermentioned items if insured by this Section.

Insurable Gross Profit (Declaration Linked Basis)

loss thereof due to:

- (a) reduction in **Turnover** being the amount produced by applying the **Rate of Insurable Gross Profit** to the amount by which the **Turnover** during the **Indemnity Period** will fall short of the **Standard Turnover** in consequence of the **Damage**
- (b) increase in cost of working being the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in **Turnover** which but for that expenditure would have taken place during the **Indemnity Period** in consequence of the **Damage**, but not exceeding the sum produced by applying the **Rate of Insurable Gross Profit** to the amount of the reduction thereby avoided

less any sum saved during the **Indemnity Period** in respect of such of the charges and expenses of the **Business** payable out of **Insurable Gross Profit** as may cease or be reduced in consequence of the **Damage**.

Gross Revenue (Declaration Linked Basis)

loss thereof due to:

- (a) loss of **Gross Revenue** being the amount by which the **Gross Revenue** during the **Indemnity Period** will fall short of the **Standard Gross Revenue** in consequence of the **Damage**
- (b) increase in cost of working being the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in **Gross Revenue** which but for that expenditure would have taken place during the **Indemnity Period** in consequence of the **Damage**, but not exceeding the amount of reduction in **Gross Revenue** thereby avoided

less any sum saved during the **Indemnity Period** in respect of such of the charges and expenses of the **Business** payable out of **Gross Revenue** as may cease or be reduced in consequence of the **Damage**.

Gross Rent Receivable (Declaration Linked Basis)

loss thereof due to:

- (a) loss of **Gross Rent Receivable** being the amount by which the **Gross Rent Receivable** during the **Indemnity Period** will fall short of the **Standard Gross Rent Receivable** in consequence of the **Damage**
- (b) increase in cost of working being the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in **Gross Rent Receivable** which but for that expenditure would have taken place during the **Indemnity Period** in consequence of the **Damage**, but not exceeding the amount of reduction in **Gross Rent Receivable** thereby avoided

less any sum saved during the **Indemnity Period** in respect of such of the charges and expenses of the **Business** payable out of **Gross Rent Receivable** as may cease or be reduced in consequence of the **Damage**.

Increase in Cost of Working

Increase in Cost of Working (where insured as a separate item) is limited to the additional expenditure necessarily and reasonably incurred as a result of the **Damage** in order to minimise any interruption or interference with the **Business** during the **Indemnity Period**.

Additional Increase in Cost of Working

Additional expenditure necessarily and reasonably incurred by **You** during the **Indemnity Period** in excess of the amount payable under the **Insurable Gross Profit**, **Gross Revenue** or **Gross Rent Receivable** basis (as applicable) for the sole purpose of avoiding or diminishing the reduction in:

- (a) **Turnover** if the Basis of Cover is **Insurable Gross Profit**
- (b) **Gross Revenue**
- (c) **Gross Rent Receivable**

in order to resume or maintain normal **Business** operations.

Our liability shall not exceed the sum insured shown in the **Schedule**.

Section 2: Business Interruption

continued

Extensions

The Extensions provided under this Section will be decided by the Basis of Cover shown in **Your Schedule** as follows:

- (a) **Insurable Gross Profit** or **Gross Revenue** this Section extends to include Extensions **A-N** or
- (b) Increase in Cost of Working this Section extends to include Extensions **A. Book Debts, C. Deeds & Documents, D. Denial of Access, E. Exhibition Sites** and **F. Failure of Public Utilities** only
- (c) **Gross Rent Receivable** this Section extends to include Extensions **A. Book Debts, C. Deeds & Documents, D. Denial of Access** and **F. Failure of Public Utilities** only.

When the Basis of Cover shown in **Your Schedule** is Increase in Cost of Working or **Gross Rent Receivable**, **Our** liability in respect of these Extension will not exceed:

- (a) (i) the sum insured stated in **Your Schedule** for Increase in Cost of Working
 - (ii) the sum insured stated in **Your Schedule** for **Gross Rent Receivable**
 - (b) the limit stated within the Extension
- whichever is the lower occurring during the **Period of Insurance**.

Any limit shown against an Extension is within and does not increase the Business Interruption sum insured shown in the **Schedule**.

A. Book Debts

Interruption of or interference with the **Business** in consequence of **Damage** to **Your** records of **Outstanding Debit Balances** contained within the **Premises**. **We** will pay for any net **Outstanding Debit Balances** which **You** are unable to recover from customers as a result of **Damage** to such records and any additional expenditure incurred after such **Damage** in tracing and establishing **Outstanding Debit Balances**.

Our liability in respect of loss of net **Outstanding Debit Balances** and their associated additional expenditure and accountants charges will not exceed £250,000 any one occurrence.

Special Condition

At the end of each month **You** will record the total amount outstanding in customer's accounts and will maintain a separate record, in addition to the books of account, at alternative premises.

B. Compulsory Closure

Interruption of or interference with the **Business** as a result of compulsory closure of the **Premises** by a public body authorised to prevent access to the **Premises** arising from the occurrence of:

- (a) foreign or deleterious matter in food or drink sold, supplied or provided at the **Premises**
- (b) murder, manslaughter, suicide or rape at the **Premises**
- (c) defective sanitation or the presence of vermin or pests at the **Premises**.

For the purposes of the cover the **Indemnity Period** is restated as follows:

The **Indemnity Period** shall mean the period of time during which

interruption to the **Business** occurs as a result of the matters set out at sub-clauses **(a) – (c)** (each 'an occurrence') commencing with the date of the closure of the **Premises** and not exceeding:

- (i) 30 days in respect of each occurrence and
- (ii) 30 days in total in respect of all occurrences in any one **Period of Insurance**

Our liability will not exceed £25,000 in any one **Period of Insurance**.

C. Deeds & Documents

Interruption of or interference with the **Business** in consequence of **Damage** to plans, deeds, briefs, manuscripts, books, documents and office records whilst temporarily removed from the **Premises** to elsewhere within the **Territorial Limits**.

Our liability will not exceed £250,000 any one occurrence.

D. Denial of Access

Interruption of or interference with the **Business** in consequence of **Damage** to property within 1 kilometre of the **Premises** which prevents or hinders the use of or prevents access to the **Premises** but excluding **Damage** to property of any public utility from which **You** obtain supplies or services.

Our liability will not exceed the **Estimated Insurable Gross Profit** or **Estimated Gross Revenue** or **Estimated Gross Rent Receivable** or Increase in Cost of Working (as applicable) sum insured shown in the **Schedule**.

E. Exhibition Sites

Interruption of or interference with the **Business** in consequence of **Damage** at any trade fair or exhibition at which **You** are to occupy a stand.

Our liability will not exceed £100,000 any one occurrence anywhere in **Europe** or £50,000 any one occurrence anywhere worldwide.

F. Failure of Public Utilities

Interruption of or interference with the **Business** in consequence of **Damage** to property at any:

- (a) generating station or sub-station of the public electricity supplier
 - (b) land based premises of the public gas supplier or of any natural gas producer linked directly with them
 - (c) land based premises of the public telecommunications supplier or internet service provider
 - (d) waterworks or pumping station of the public water supplier
- within the **Territorial Limits** from which **You** obtain electricity, gas or water supplies or telecommunication services.

Our liability will not exceed £250,000 any one occurrence.

G. Key Employees

Additional expenditure necessarily and reasonably incurred by **You** during the **Period of Insurance** as a consequence of:

- (a) the death of any of **Your** principals, directors or partners; or
- (b) total and permanent disablement of any of **Your** principals, directors or partners which prevents them from carrying out their usual employment or occupation

due to injury caused by accidental and violent means.

Section 2: Business Interruption

continued

We will only pay the additional expenditure that **You** necessarily and reasonably incur solely in order to minimise any interruption or interference with the **Business**, during the **Indemnity Period**, which but for such additional expenditure would have taken place.

Provided that:

- (a) the **Maximum Indemnity Period** shall not exceed 12 months
- (b) **Our** liability will not exceed £100,000 any one occurrence.

H. National Lottery

For the purpose of this Extension **Employee** shall mean:

Any person while working for **You** in connection with the **Business** who is under a contract of service or apprenticeship with **You**.

Interruption of or interference with the **Business** at the **Premises** in consequence of an **Employee** or **Employees** terminating their employment with **You** as a direct result of a confirmed win on the National Lottery in the United Kingdom.

Provided that the **Maximum Indemnity Period** under this Extension shall not exceed 3 months from the date of the confirmed win on the National Lottery.

Our liability will not exceed £25,000 any one occurrence.

I. Property in Transit

Interruption of or interference with the **Business** in consequence of **Damage** to property whilst in transit by road, rail or inland waterway within the **Territorial Limits**.

Our liability will not exceed £100,000 any one occurrence.

J. Research and Development Costs

Interruption of or interference with the **Business** in consequence of **Damage** to research and development records contained within the **Premises**.

We will pay the reasonable and necessary costs incurred by **You** during the **Indemnity Period** solely to re-constitute records and re-work projects and to restore research and development projects to a state substantially similar to that which existed before the **Damage** provided that:

- (a) the **Maximum Indemnity Period** in respect of this Extension will not exceed 12 months
- (b) **Our** liability will not exceed £25,000 any one occurrence.

K. Unspecified Contract Sites

Interruption of or interference with the **Business** in consequence of **Damage** at any location not shown in the **Schedule** at which **You** are contracted to undertake work anywhere within the **Territorial Limits**.

Our liability will not exceed £100,000 any one occurrence.

L. Unspecified Customers

Interruption of or interference with the **Business** in consequence of

Damage at the premises of **Your** direct customers anywhere within the **Territorial Limits**.

Our liability will not exceed £100,000 any one occurrence.

M. Unspecified Storage Sites

Interruption of or interference with the **Business** in consequence of **Damage** at any premise within the **Territorial Limits** not owned or occupied by **You** where **Your** property is stored.

Our liability will not exceed £100,000 any one occurrence.

N. Unspecified Suppliers

Interruption of or interference with the **Business** in consequence of **Damage** at the premises of **Your** direct suppliers, manufacturers or processors of components, goods or materials anywhere within the **Territorial Limits**.

Our liability will not exceed £100,000 any one occurrence.

Clauses

The following Clauses apply to this Section.

Accumulated Stocks

In adjusting any loss, account shall be taken and an equitable allowance made if any shortage in **Turnover** due to the **Damage**, is postponed by reason of the **Turnover** being temporarily maintained from accumulated stocks of raw materials, work in progress or finished goods at the **Premises** or elsewhere.

Alternative Trading

If during the **Indemnity Period** goods shall be sold or services shall be rendered elsewhere than at the **Premises** for the benefit of the **Business** either by **You** or by others on **Your** behalf the money paid or payable in respect of such sales or services shall be brought into account in arriving at the **Turnover** during the **Indemnity Period**.

Payments on Account

Payments on account will be made to **You** during the **Indemnity Period** if desired.

Professional Accountants

We will pay under this Section the reasonable charges payable by **You** to professional accountants for producing any particulars or details or any other proofs, information or evidence as may be required by **Us** and reporting that such particulars or details are in accordance with **Your** books of account or other business books or documents provided that the sum of the amount payable under this clause and the amount otherwise payable under the Section will in no case exceed the maximum amount payable.

Separate Departments

If the **Business** is conducted in departments, the independent trading results of which are ascertainable, the provisions of the Basis of Cover sub-paragraphs (a) and (b) of any item on **Insurable Gross**

Section 2: Business Interruption

continued

Profit or **Gross Revenue** or **Gross Rent Receivable** as appropriate will apply separately to each department affected by the **Damage**.

Standing Charges (applicable to Insurable Gross Profit)

If any of the standing charges of the **Business** are not insured by this Section (having been deducted in arriving at the **Insurable Gross Profit**) then in calculating the amount recoverable as Increase in Cost of Working only that proportion of any additional expenditure shall be brought into account which the **Insurable Gross Profit** bears to the sum of the **Insurable Gross Profit** and the **Specified Working Expenses**.

Exclusions

The following Exclusions apply to this Section in addition to the General Exclusions at the front of this policy.

This Section does not cover loss arising from any interruption of or interference with the **Business**:

1. in respect of:
 - (a) water, air, runways, railway lines, dams, reservoirs, storage lakes, canals, rigs, wells, tunnels, docks, piers, jetties, excavations, wharfs, mines, and off-shore property
 - (b) animals and growing crops
 - (c) vehicles required to be licensed for road use (including accessories thereon), caravans, trailers, railway locomotives or rolling stock, watercraft, aircraft or spacecraft (including but not limited to satellites)
 - (d) property or structures in the course of demolition, construction or erection and materials, equipment or supplies in connection therewith unless specifically mentioned as insured by the Property Damage Section
2. as a result of **Damage** to:
 - (a) moveable property in the open, fences, gates, vegetation, lawns and shrubs caused by wind, rain, hail, sleet, snow, flood, dust or falling trees
 - (b) property from a garden, yard, open space or any open fronted or open sided building therein by theft or any attempt thereat or malicious damage
 - (c) **Property Insured** at any **Vacant or Unoccupied Buildings** unless agreed by **Us**

- (d) property stored in any outbuildings or basement caused by storm, flood, leakage of oil or water following bursting or overflowing of oil or water tanks, apparatus or pipes or from any automatic sprinkler installation, unless such property is raised at least 100mm above the ground floor level of the outbuilding or the floor level of the basement
 - (e) any electrical machine or apparatus or component thereof occasioned by its over-running, excessive pressure, short-circuiting or self-heating not resulting in fire
3. caused by or consisting of the bursting of any boiler, economiser (other than a boiler or economiser on the **Premises** or boiler used for domestic purposes only) vessel, machine or apparatus in which internal pressure is due to steam only and belonging to **You** or under **Your** control but this shall not exclude subsequent **Damage** which itself results from a cause not otherwise excluded
 4. caused by Explosion in respect of and originating in any vessel machinery or apparatus or its contents, belonging to **You** or under **Your** control which requires to be examined to comply with any statutory regulations unless such vessel, machinery or apparatus is the subject of a policy or other contract providing the required inspection service
 5. arising solely from a change in the water table level (i.e. the level below which the ground is saturated with water)
 6. caused by:
 - (a) falling trees caused by felling or lopping carried out by **You** or on **Your** behalf
 - (b) subsidence, ground heave or landslip. This exclusion does not apply where Subsidence under the Property Damage Section is shown as being operative in **Your Schedule**, however, **We** will not be liable under this Section for any consequential loss resulting from **Damage**:
 - (i) to yards, forecourts, terraces, drives, roads, pavements, walls, gates and fences unless a **Building** at the same **Premises** is damaged by the same cause at the same time
 - (ii) caused by or consisting of bedding down of new structures or by the settlement or movement of made up ground or by coastal or river erosion
 - (iii) occurring whilst the whole or part of the **Property Insured** is in the course of erection, structural alterations or repair or demolition
 - (iv) caused by defective design or workmanship or defective materials
 - (v) which commenced prior to the inception of the cover under the Subsidence Extension
 - (vi) caused by or consisting of fire, subterranean fire, explosion, earthquake or the escape of water from any tank, apparatus or pipe

Section 2: Business Interruption

continued

7. to **Property Insured**:
 - (a) caused by fire resulting from its undergoing any heating process or any process involving the application of heat
 - (b) (other than fire or explosion) resulting from its undergoing any process of production, packaging, treatment, testing, commissioning, servicing or repair
8. caused by or arising from or consisting of:
 - (a) collapse or cracking of **Buildings**
 - (b) denting or mechanical or electrical defect, failure, breakdown or derangement
 - (c) gradually operating causes, including but not limited to atmospheric or climatic conditions, wet or dry rot, fungus, rust, corrosion, woodworm, moths, insects, vermin or pests, marring, scratching
 - (d) joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, superheaters, pressure vessels or any range of steam and feed piping in connection therewith
 - (e) any process involving drying, cleaning, dyeing, staining, repairing, restoring, renovating, fitting, installation, alteration or maintenance of any property
 - (f) use of any article contrary to manufacturers' instructions
 - (g) change in temperature, colour, flavour or finish but this shall not exclude:
 - such **Damage** not otherwise excluded which itself results from a **Defined Peril**
 - subsequent **Damage** which itself results from a cause not otherwise excluded
 - (h) inherent vice, latent defect, defective design, plan or specification or the use of faulty materials
 - (i) wear, tear or depreciation or diminution in value
 - (j) faulty or defective workmanship operational error or omission by **You** or any of **Your Employees** but this shall not exclude subsequent **Damage** which results from a cause not otherwise excluded
9. caused by theft or attempted theft where **You** or any director, partner or **Employee** of **Yours** or any member of **Your** family or household be concerned as principal or accessory
10. caused by theft or attempted unless:
 - (a) involving forcible and violent entry to or exit from a **Building** at the **Premises**
 - (b) involving assault or violence or threat thereof to **You** or any of **Your Employees**
 - (c) as provided for under Property Damage Section Extension Theft of Fixed Fabric of the Building
 - (d)
11. caused by the deliberate act of any supply undertaking or by the exercise by any such undertaking of its power to withhold or restrict supply or services
12. not caused by **Damage** other than as described in Extensions – B. Compulsory Closure, G. Key Employees and H. National Lottery
13. if **Your** interest ceases other than by death or the **Business** is:
 - (a) wound up or carried on by a liquidator or receiver or
 - (b) permanently discontinuedunless **We** agree otherwise in writing.

Section 3: Employers' Liability

Your Schedule will show if this Section is operative

Definitions

The following Definitions apply to this Section in addition to the General Definitions at the front of this policy and keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.

Costs and Expenses

- (a) Claimants' legal costs for which **You** are legally liable
- (b) all costs and expenses incurred with **Our** written consent in defending any claim
- (c) the solicitor's fees incurred with **Our** written consent for representation at proceedings in any court of summary jurisdiction in respect of any alleged act causing or relating to any occurrence which may be the subject of indemnity under this Section or at any coroner's inquest or fatal accident inquiry.

Cover

We will indemnify **You** against:

- 1. legal liability to pay **Compensation** to any **Employee** and

- 2. **Costs and Expenses**

in respect of **Bodily Injury** caused in the course of the **Business**:

- (a) during the **Period of Insurance**
- (b) within the **Territorial Limits**
- (c) elsewhere in the world in respect of any journey or temporary visit in connection with the **Business** by **You** or any of **Your** directors, partners or **Employees** normally resident within the **Territorial Limits**.

Limit of Indemnity

Our liability to pay **Compensation** and **Costs and Expenses** in respect of any one claim or series of claims against **You** arising out of one original cause shall not exceed the Limit of Indemnity stated in the **Schedule**.

Extensions

The following Extensions apply to this Section.

Contractual Liability

We will indemnify **You** in respect of all sums which **You** shall become legally liable to pay arising from **Contractual Liability** for work in connection with the **Business** provided that:

- (a) **We** shall retain sole conduct and control of all claims
- (b) **You** shall arrange for such other parties as may be indemnified by any such contract or agreement, to observe and fulfil the terms and conditions of this insurance so far as they can apply.

We will not indemnify any person or entity falling within the definition of the **Policyholder** other than **You** for any contractual liability, unless such liability would have attached in the absence of any contract or agreement.

Corporate Manslaughter and Corporate Homicide Act 2007

We will indemnify **You** in respect of:

- (a) legal costs and expenses incurred with **Our** prior written consent and
- (b) prosecution costs awarded against **You** in the defence of criminal proceedings including an appeal against conviction arising from such proceedings brought under The Corporate Manslaughter and Corporate Homicide Act 2007 as a result of any death to an **Employee** happening in connection with the **Business** during the **Period of Insurance** and which may be the subject of payment under this Section provided that:
 - (i) **Our** liability will not exceed £5,000,000 during any one **Period of Insurance**
 - (ii) all amounts payable under this Extension will form part of and not be in addition to the Limit of Indemnity stated in the **Schedule**
 - (iii) where **We** have already provided a payment in respect of any legal costs or expenses incurred in connection with the defence of any criminal proceedings including appeals against conviction arising from such proceedings brought under The Corporate Manslaughter and Corporate Homicide Act 2007 arising out of the same occurrence which give rise to such proceedings any amount paid or payable by **Us** will be deducted from the amount payable under this Section
 - (iv) **We** agreed in writing to the appointment of any solicitor or counsel who is to act on **Your** behalf prior to their appointment.

We will not be liable for:

- (a) any fines or penalties or the cost of implementing any remedial order or publicity order
- (b) an appeal against any fines penalties remedial order or publicity order
- (c) any costs incurred which result from the failure to comply with any remedial order or publicity order
- (d) costs and expenses in connection with any appeal unless advice has been obtained from solicitors or counsel approved by **Us** that there are strong prospects of success
- (e) costs and expenses in connection with the defence of any criminal proceedings resulting from any deliberate or intentional criminal act or omission by **You** or any other director, partner or **Employee of Yours**
- (f) costs and expenses provided by any other source or any other insurance or where but for the existence of this Extension would have been provided by such source or insurance
- (g) costs and expenses in connection with the defence of any criminal proceedings brought in any country other than Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.

Section 3: Employers' Liability

continued

Court Attendance Compensation

We will pay **You** the daily rates stated below if any of the following are required to attend court as a witness at **Our** request:

- (a) **You**, any director or business partner £750
- (b) any **Employee** £250

Cross Liabilities

Where there is more than one person named as the **Policyholder** in the **Schedule** this Section will apply separately to each named person as if each is insured by a separate policy, provided always that **Our** maximum liability in the aggregate for damages to all parties insured will not exceed the Limit of Indemnity stated in the **Schedule**.

Health and Safety at Work etc. Act 1974

We will indemnify **You** and at **Your** request, any director, partner or **Employee** against legal costs and expenses incurred with **Our** written consent in the defence of any criminal proceedings brought in respect of a breach of the Health and Safety at Work etc. Act 1974 or similar legislation in Northern Ireland, the Channel Islands or the Isle of Man, committed or alleged to have been committed during the **Period of Insurance**, including legal costs and expenses incurred with **Our** written consent in an appeal against conviction arising from such proceedings.

We will not be liable 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 insured by any other policy.

Indemnity to Other Persons

We will at **Your** request indemnify:

- (a) any of **Your** directors, partners or **Employees**
- (b) any officer, committee member or other person employed by **Your** catering, social, sports, educational or welfare organisations or first-aid, medical, ambulance, fire or security services
- (c) any director, partner or official for whom with **Your** consent an **Employee** is undertaking private work
- (d) any **Principal** as far as is necessary to meet the requirements of any contract or agreement entered into by **You** for the performance of work
- (e) any legal representative of any of the above in the event of their death

for amounts which they are legally liable in respect of which **You** would have been entitled to payment under this policy if the claim had been made against **You** provided that:

- (i) any person is not entitled to be paid under any other insurance
- (ii) any person will observe, fulfil and be subject to the terms and conditions of the policy as far as they can apply
- (iii) **We** will retain the sole conduct and control of any claim
- (iv) the total amount **We** will pay for damages to **You** and any such persons will not exceed the Limit of Indemnity stated in the **Schedule**.

Unsatisfied Court Judgements

If any **Employee** or their personal representative obtains a judgement from a court within the **Territorial Limits** for damages for **Bodily Injury** against any company or individual operating from premises within the **Territorial Limits** and that judgement remains unpaid in whole or in part for more than six months after the date of the award **We** will pay at **Your** request the amount of any unpaid damages and awarded costs to the **Employee** or their personal representative.

Provided that:

- (a) the **Bodily Injury**:
 - (i) is caused during the **Period of Insurance**
 - (ii) arises out of and in the course of employment in the **Business**
- (b) there is no appeal outstanding
- (c) if a payment is made the **Employee** or their personal representative will assign the judgement to **Us**.

Conditions

The following Conditions apply to this Section, in addition to the General Conditions and Claims Conditions at the front of this policy.

Certificate of Employers' Liability Insurance

If this policy or this Section is cancelled then any Certificate of Employers' Liability insurance issued by **Us** is deemed to be cancelled at the same time.

Discharge of Liability

We may at any time pay to **You** in connection with any claim or series of claims:

- (a) the amount of the Limit of Indemnity or
- (b) any lesser amount for which such claim or claims can be settled less any sum or sums already paid as **Compensation**.

On payment **We** shall relinquish the conduct and control of and be under no further liability in connection with such claim or claims except for the payment of **Costs and Expenses** incurred prior to the date of such payment.

Our Right of Recovery

The insurance provided by this Section is deemed to be in accordance with any law relating to compulsory insurance or liability to **Employees** whilst employed in the **Territorial Limits** but **You** will repay to **Us** all sums paid by **Us** which **We** would not have been liable to pay but for the provisions of such law.

Section 3: Employers' Liability

continued

Exclusions

The following Exclusions apply to this Section in addition to the General Exclusions at the front of this policy.

We will not be liable under this Section in respect of:

1. **Bodily Injury** to any **Employee** arising out of the ownership, possession or use by or on **Your** behalf of any mechanically propelled vehicle or trailer if liability is required by any road traffic legislation to be the subject of compulsory insurance or other security
2. **Bodily Injury** to any **Employee** working in or on any **Offshore Installation** or any support vessel for any **Offshore Installation** or whilst in transit to or from any **Offshore Installation** or support vessel
3. fines, penalties or liquidated, punitive or exemplary damages or any additional damages resulting from the multiplication of compensatory damages or other non-compensatory damages
4. any liability which is insured by or would but for the existence of this Section be insured by any other policy except in respect of any excess beyond the amount payable under such other section had this insurance not been effected
5. **Bodily Injury** to any **Employee** working in or on:
 - (a) docks, harbours or railways
 - (b) watercraft
 - (c) chemical or petrochemical works, oil or gas refineries or storage facilities
 - (d) aircraft, airports or airfields
 - (e) power stations
 - (f) nuclear power stations
 - (g) any installation where nuclear processing is undertaken
 - (h) towers, steeples, chimney shafts, blast furnaces, viaducts, bridges, flyovers, dams, motorways, quarries, mines or collieries.

Section 4: Public and Products Liability

Your Schedule will show if this Section is operative

Definitions

The following Definitions apply to this Section in addition to the General Definitions at the front of this policy and keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.

Asbestos

Asbestos, asbestos fibres or any derivatives of asbestos.

Communicable Disease

- (a) Coronavirus being:
 - (i) any coronavirus; or
 - (ii) any disease caused by any coronavirus; or
 - (iii) any mutation or variation of any coronavirus or of any disease caused by any coronavirus.
- (b) Any other infectious disease in humans which has been determined or declared to:
 - (i) constitute a Public Health Emergency of International Concern under the International Health Regulations (2005) (as amended or replaced from time to time); and/ or
 - (ii) an outbreak identified as a major health incident in the United Kingdom, for which a Scientific Advisory Group for Emergencies has been activated by the Cabinet Office Briefing Room.

Costs and Expenses

- (c) Claimants' legal costs for which **You** are legally liable
- (d) all costs and expenses incurred with **Our** written consent in defending any claim
- (e) the solicitor's fees incurred with **Our** written consent for representation at proceedings in any court of summary jurisdiction in respect of any alleged act causing or relating to any occurrence which may be the subject of indemnity under this Section or at any coroner's inquest or fatal accident inquiry.

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 programs, software, firmware, operating systems or other coded instructions for the processing or manipulation of data.

Financial Loss

A pecuniary loss incurred by any person other than **You** or any partner, director or **Employee** of **Yours** and not occasioned by **Bodily Injury, Damage or Pollution or Contamination**.

Cover

We will indemnify **You** against:

1. legal liability to pay **Compensation** and
2. **Costs and Expenses** in respect of:
 - (a) accidental **Bodily Injury** to any person
 - (b) **Damage** to material property
 - (c) accidental nuisance or trespass, obstruction, loss of amenities or interference with any right of way, light, air or water
 - (d) wrongful arrest, detention, imprisonment or eviction of any person, malicious prosecution or invasion of the right of privacy

occurring in connection with the **Business**:

- (i) during the **Period of Insurance**
- (ii) within the **Territorial Limits**
- (iii) within any member country of the European Union in respect of any journey or temporary visit in connection with the **Business** by **You** or any of **Your** directors, partners or **Employees** normally resident within the **Territorial Limits**
- (iv) elsewhere in the world in respect of any journey or temporary visit in connection with the **Business** by **You** or any of **Your** directors, partners or **Employees** normally resident within the **Territorial Limits**, provided such journey or visit is not for the purpose of performing manual work
- (v) anywhere in the world caused by **Products**.

Limit of Indemnity

Our liability to pay **Compensation** in respect of any one claim or series of claims against **You** arising out of one original cause shall not exceed the Limit of Indemnity stated in the **Schedule**, but this amount will be the maximum amount payable in any one **Period of Insurance** in respect of liability arising out of **Products**.

Where indemnity is provided for liability in respect of claims brought in the United States of America or Canada or their dependencies or trust territories the Limit of Indemnity stated in the **Schedule** shall be the maximum amount payable by **Us** inclusive of all **Costs and Expenses**.

Our liability under this Section for all **Compensation** payable in respect of all occurrences arising directly or indirectly from **Communicable Disease** during any one **Period of Insurance** and in the aggregate shall not exceed £1,000,000 inclusive of all **Costs and Expenses**. This limit will form part of and not be in addition to the Limit of Indemnity stated in the **Schedule**.

Extensions

The following Extensions apply to this Section:

Bona-fide Subcontractors

We will indemnify **You** in respect of work carried out by bona-fide subcontractors working for **You** or on **Your** behalf.

Section 4: Public and Products Liability

continued

It is a condition precedent to **Our** liability under this Extension that:

- (a) where any work is undertaken for **You** or on **Your** behalf by any bona-fide subcontractor **You** must prior to their appointment ensure that each bona-fide subcontractor holds current and valid Public Liability insurance appropriate to the work being carried out with a Limit of Indemnity which is no less than the Public Liability limit of this policy
- (b) in the event of a claim under this Extension **You** shall provide documentary evidence of the Public Liability insurance held by the bona-fide subcontractors at the time of their appointment to work for **You**.

Consumer Protection and Food Safety Acts

We will indemnify **You** and at **Your** request any of **Your** directors, **Your** partners or **Employees** against costs and expenses incurred with **Our** written consent in connection with the defence of any proceedings or an appeal against conviction arising from such proceedings brought for a breach of:

- (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 in the course of the **Business** during the **Period of Insurance**.

We will not be liable for:

- (a) the payment of fines or penalties
- (b) proceedings or appeals in respect of any deliberate act or omission
- (c) costs and expenses insured by any other policy.

Contingent Motor Liability

Notwithstanding Exclusion 3(b) **We** will indemnify **You** in respect of liability arising out of the use in the course of the **Business** of any vehicle not belonging to or provided by **You**.

Provided **We** will not be liable:

- (a) for **Damage** to such vehicle or to goods being carried
- (b) for **Bodily Injury** to any person or loss of property arising while the vehicle is being driven by **You** or by any person who to **Your** knowledge does not hold a licence to drive such vehicle
- (c) in respect of liability more specifically insured under any other insurance
- (d) in respect of liability arising outside the **Territorial Limits**.

Contractual liability

We will indemnify **You** in respect of all sums which **You** shall become legally liable to pay arising from **Contractual Liability** for work in connection with the **Business** provided that **We** shall retain sole conduct and control of all claims.

We will not be liable under this Extension for:

- (a) liquidated damages or fines or penalties
- (b) any agreement to obtain indemnity under this Section for or on behalf of any person or entity falling within the definition of the **Policyholder** other than **You** for any **Contractual Liability**,

unless such liability would have attached in the absence of any contract or agreement

- (c) loss of or damage to **Contract Works** in respect of which **You** are required to effect insurance under the terms of any contract or agreement
- (d) liability imposed on **You** solely by reason of the terms of any contract conditions or agreement in connection with any **Products**
- (e) for **Damage** to property forming the subject of a contract of agreement for work therein or thereon including any **Costs and Expenses** incurred in connection therewith when liability attaches to **You** solely by reason of the terms of the contract or agreement.

Corporate Manslaughter and Corporate Homicide Act 2007

We will indemnify **You** in respect of:

- (c) legal costs and expenses incurred with **Our** prior written consent and
- (d) prosecution costs awarded against **You** in the defence of criminal proceedings including an appeal against conviction arising from such proceedings brought under The Corporate Manslaughter and Corporate Homicide Act 2007 as a result of death to any person other than an **Employee** happening in connection with the **Business** during the **Period of Insurance** and which may be the subject of payment under this Section provided that:
 - (i) **Our** liability will not exceed £5,000,000 or the Limit of Indemnity shown in the **Schedule**, whichever is the lower, during any one **Period of Insurance**
 - (ii) all amounts payable under this Extension will form part of and not be in addition to the Limit of Indemnity stated in the **Schedule**
 - (iii) where **We** have already provided a payment in respect of any legal costs or expenses incurred in connection with the defence of any criminal proceedings including appeals against conviction arising from such proceedings brought under The Corporate Manslaughter and Corporate Homicide Act 2007 arising out of the same occurrence which give rise to such proceedings any amount paid or payable by **Us** will be deducted from the amount payable under this Section
 - (iv) **We** agreed in writing to the appointment of any solicitor or counsel who is to act on **Your** behalf prior to their appointment.

We will not be liable for:

- (a) any fines or penalties or the cost of implementing any remedial order or publicity order
- (b) an appeal against any fines, penalties, remedial order or publicity order
- (c) any costs incurred which result from the failure to comply with any remedial order or publicity order
- (d) costs and expenses in connection with any appeal unless advice has been obtained from solicitors or counsel approved by **Us**

Section 4: Public and Products Liability

continued

that there are strong prospects of success

- (e) costs and expenses in connection with the defence of any criminal proceedings resulting from any deliberate or intentional criminal act or omission by **You** or any other director, partner or **Employee of Yours**
- (f) costs and expenses provided by any other source or any other insurance or where but for the existence of this Extension would have been provided by such source or insurance
- (g) costs and expenses in connection with the defence of any criminal proceedings brought in any country outside the **Territorial Limits**.

Court Attendance Costs

We will compensate **You** if at **Our** request **You** or any director, partner or **Employee** is attending court as a witness in connection with a claim for which **You** are entitled to indemnity.

The maximum **We** will pay for:

- (a) **You**, each director or partner is £500 per day
- (b) each **Employee** is £250 per day.

Criminal Acts by Employees

We will indemnify **You** in respect of all sums which **You** shall become legally liable to pay as **Compensation** and costs and expenses in respect of **Bodily Injury** or loss, destruction or damage to property as a result of criminal acts of arson, theft, malicious damage, fraud, dishonesty or embezzlement by any **Employee of Yours** provided that such criminal acts were committed during the **Period of Insurance** and arose in connection with a contract with a customer.

Cross Liability

Where the **Policyholder** comprises more than one party **We** will treat each party as if a separate policy had been issued to each provided that nothing in this Extension will increase **Our** liability beyond the amount for which **We** would have been liable had this Extension not applied.

Damage to Property Being Worked On

We will indemnify **You** in respect of all sums which **You** shall become legally liable to pay as **Compensation** and **Costs and Expenses** in respect of **Damage** to property which **You** or any of **Your Employees** are or have been working on occurring within the **Territorial Limits** during the **Period of Insurance**.

Our liability for any one occurrence and in the aggregate in any one **Period of Insurance** will not exceed £100,000.

Defective Premises Act 1972

We will indemnify **You** in respect of legal liability incurred by **You** under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with any business premises or land which has been disposed of by **You**.

Provided that this indemnity shall not apply to:

- (a) the cost of rectifying any **Damage** or defect in premise or land disposed of
- (b) liability for which **You** are entitled to indemnity under another insurance policy.

Financial Loss

The indemnity provided shall extend to indemnify **You** in respect of all sums which **You** shall become legally liable to pay as **Compensation** and **Costs and Expenses** for accidental **Financial Loss** first made against **You** during the **Period of Insurance** and within the **Territorial Limits**.

Provided that:

- (a) where more than one claim arises out of one original cause, all claims will be deemed to have been made at the point in time when the first claim was made in writing against **You**
- (b) if during the **Period of Insurance** **You** receive notice of any claim that is subject to indemnity under this Extension **You** shall give notice to **Us** as soon as practicable within 15 working days and, in any event, before expiry of the **Period of Insurance**
- (c) if during the **Period of Insurance** **You** become aware of any **Circumstance**, **You** shall give notice to **Us** of such **Circumstance** as soon as practicable and, in any event, before expiry of the **Period of Insurance**
- (d) **We** agree that any **Circumstance** notified to **Us** during the **Period of Insurance** which subsequently gives rise to a claim after expiry of this insurance shall be deemed to be a claim first made during the **Period of Insurance**
- (e) in the event of a claim being notified to **Us** which arises out of the exercise and conduct of the **Business** prior to the **Period of Insurance**, **We** shall indemnify **You** if there was in force at the time of the incident, Financial Loss insurance to the same extent as provided by this policy and **You** shall provide evidence of the existence of such insurance if it was not in force with **Us**.

We will not be liable for:

- (a) **Contractual Liability**
- (b) the first 10% of any loss or £2,500 of each and every claim, whichever is the greater
- (c) liability which results from any deliberate act or omission by **You** and which could reasonably have been expected having regard to the nature and circumstances of such act or omission
- (d) liability which results from fraud, dishonesty, insolvency, financial default, conspiracy, conversion, deceit, intimidation, inducement or breach of contract, injurious falsehood or passing off or infringement of trademark, trade name, merchandise mark, registered design, copyright or patent right or negligent misstatements
- (e) any act of libel or slander or defamation
- (f) the abandonment or postponement of any exhibition, meeting, function or other event organised by **You**
- (g) liability arising by virtue of the General Data Protection Regulations

Section 4: Public and Products Liability

continued

- (h) liability suffered as a result of non-delivery or late delivery of goods or non-completion or late completion of works or operations by or on behalf of **You**
- (i) liability in respect of prototype goods which are supplied on an experimental or trial basis
- (j) **Financial Loss** arising solely from the failure or unsuitability of **Products** or part thereof to perform the function for which it was intended where such failure or unsuitability is directly or indirectly traceable to any defect in the design, formula, specification or quality assurance system of such **Products**.
- (k) loss of money (or for refunds) securities and **Electronic Data**
- (l) **Financial Loss** arising out of advice, design, formula, plan or specification given separately for a fee or other remuneration
- (m) **Financial Loss** arising out of the inspection or certification of electrical systems or installations unless such systems or installations have been installed maintained or repaired by **You**
- (n) any claim brought against **You** in a court outside the **Territorial Limits**.

Our liability under this Extension for all claims for **Financial Loss** will not exceed £1,000,000 in any one **Period of Insurance**.

General Data Protection Regulations

We will indemnify **You** in respect of legal liability under Article 82 of Regulation (EU) 2016/679 (the "General Data Protection Regulation" or the "GDPR") and the equivalent provision under the Data Protection Act 2018 (all as amended, updated or re-enacted from time to time), in connection with personal data (as defined in the Regulation) processed by **You** provided that **We** will not be liable for:

- (a) the payment of fines and penalties
- (b) the cost of replacing, reinstating, rectifying or erasing any personal data.

Our liability shall not exceed £1,000,000 or the Limit of Indemnity stated in the **Schedule**, whichever is the lower, during any one **Period of Insurance** inclusive of **Costs and Expenses**.

Health and Safety at Work etc Act 1974

We will indemnify **You** and at **Your** request, any director, partner or **Employee** against legal costs and expenses incurred with **Our** written consent in the defence of any criminal proceedings brought in respect of a breach of the Health and Safety at Work etc. Act 1974 or similar legislation in Northern Ireland, the Channel Islands or the Isle of Man, committed or alleged to have been committed during the **Period of Insurance**, including legal costs and expenses incurred with **Our** written consent in an appeal against conviction arising from such proceedings.

We will not be liable 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 insured by any other policy.

Indemnity to Other Persons

We will at **Your** request indemnify:

- (a) any of **Your** directors, partners or **Employees**
- (b) any officer, committee member or other person employed by **Your** catering, social, sports, educational or welfare organisations or first-aid, medical, ambulance, fire or security services
- (c) any director, partner or official for whom with **Your** consent an **Employee** is undertaking private work
- (d) any **Principal** as far as is necessary to meet the requirements of any contract or agreement entered into by **You** for the performance of work
- (e) any legal representative of any of the above in the event of their death

for amounts which they are legally liable in respect of which **You** would have been entitled to payment under this policy if the claim had been made against **You**.

Provided that:

- (i) any person is not entitled to be paid under any other insurance
- (ii) any person will observe, fulfil and be subject to the terms and conditions of the policy as far as they can apply
- (iii) **We** will retain the sole conduct and control of any claim
- (iv) the total amount **We** will pay for damages to **You** and any such persons will not exceed the Limit of Indemnity stated in the **Schedule**.

Inefficacy (Failure to Perform) and Wrongful Advice

We will indemnify **You** in respect of all sums which **You** shall become legally liable to pay in respect of:

- (a) **Contractual Liability** arising out of the failure to carry out services that **You** have contracted to provide in the course of **Your Business**
- (b) **Bodily Injury** or **Damage** caused by or arising from the failure of any **Product** to fulfil its intended function
- (c) wrongful advice given by **You** directly in connection with any **Product**

Provided that:

- (a) **We** will retain the sole conduct and control of any claim
- (b) this indemnity shall not apply in respect of:
 - (i) advice, design, formula, plan or specification where no **Product** is supplied
 - (ii) liability imposed on **You** solely by reason of the terms of any contract conditions or agreement in connection with any **Product**
 - (iii) **Damage** to contract works in respect of which **You** are required to effect insurance under the terms of any contract or agreement
 - (iv) any indirect or consequential loss arising from a breach of contract by **You** not related to **Damage** to material property or **Bodily Injury** to any person
 - (v) any amount in excess of the Limit of Indemnity specified in the **Schedule** in respect of or arising out of any occurrence attributable to one original cause or source
 - (vi) the first £500 in respect each and every claim for **Damage**

Section 4: Public and Products Liability

continued

to material property.

Libel and Slander

We will indemnify **You** for claims made during the **Period of Insurance** arising from any act of libel or slander committed in good faith by **You** during the **Period of Insurance** in the course of the **Business** provided that **Our** liability will apply solely to **Your** in house publications including websites and trade publications.

Our liability will not exceed £100,000 in any one **Period of Insurance**.

Loss of Gas in Fixed Fire Extinguishers

We will indemnify **You** in respect of all sums which **You** shall become legally liable to pay for sudden identifiable unintended and unexpected discharge of gas in fixed fire extinguishers provided that **We** will not be liable for:

- (a) an **Excess** of £250
- (b) any amount in excess of £50,000 in any one **Period of Insurance** inclusive of **Costs and Expenses** and the cost of reinstating the gas.

Loss of Keys

We will indemnify **You** against:

- (a) all sums which **You** shall become legally liable to pay including any indirect losses
- (b) liability for the costs of any necessary temporary protection of **Your** customers premises

as a direct result of **Your** customers keys including electronic passcards or any other form of lock opening device being lost whilst in the custody or control of **You** or any partner, director or **Employee** in connection with the **Business** occurring within the **Territorial Limits** during the **Period of Insurance** provided that:

- (a) such loss necessitates the replacement, changing or alteration of locks at **Your** customers premises
- (b) **We** will not be liable for:
 - (i) the first £250 in respect of each and every claim
 - (ii) any amount in excess of £150,000 inclusive of **Costs and Expenses** during any one **Period of Insurance**.

Member to Member Liability

We will indemnify any member of **Your** sports or social organisations in respect of liability for accidental **Bodily Injury** or **Damage** to property sustained by fellow members of such organisations while engaged in the activities of such organisations.

Overseas Personal Liability

We will indemnify **You** or at **Your** request any director or partner or any **Employee** or spouse of such person in respect of any amount for which they will be legally liable incurred in a personal capacity whilst temporarily outside the **Territorial Limits** in connection with the **Business**.

Provided that this indemnity shall not apply in respect of:

- (a) ownership or occupation of land and buildings
- (b) liability more specifically insured under any other insurance.

Property in Your Custody or Control

We will indemnify **You** in respect of legal liability for **Damage** to premises including fixtures and fittings leased, hired or rented to **You** or those in **Your** custody or control.

We will not be liable for legal liability under a contract unless legal liability would have attached to **You** in the absence of such contract.

Conditions

The following **Conditions** apply to this Section in addition to the **General Conditions and Claims Conditions at the front of this policy**.

Application of Heat and Fire Precautions

This Condition does not override any Endorsement on the policy excluding the use or application of heat.

It is a condition precedent to **Our** liability that whenever work is undertaken away from **Your** premises involving any work that requires, uses or produces open flames or any other source of heat or sparks, the following precautions will be complied with by **You** and any **Employee** or any of **Your** Sub Contractors:

- (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 overlapping sheets of non-combustible material
- (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 must be removed
- (d) at least one fire extinguisher made and serviced in accordance with current European standards, of a type suitable for the use required, must be kept adjacent to the work or task and ready for immediate use
- (e) the ignition and operation of all equipment shall be strictly in accordance with the manufacturer's instructions
- (f) no lighted or switched on equipment is to be left unattended and hot tools and hot tips not in use are to be placed in incombustible containers
- (g) for one hour after completion of each period of work involving the application of heat a thorough safety check for signs of fire or combustion around, above or below the work area must be made at regular intervals
- (h) whenever tar, bitumen, asphalt or pitch heaters are in use away from **Your** premises they should be located at ground level and in the open air and any tar, bitumen, asphalt or pitch should be carried in a suitable vessel.

Section 4: Public and Products Liability

continued

Damage to property under the ground

It is a condition precedent to **Our** liability that whenever digging or excavation work is undertaken the following precautions will be complied with by **You** and any **Employee** or any of **Your** Sub Contractors:

- (a) ensure all reasonable measures are taken to identify the location of all pipes, cables and other underground services before any work is commenced which may involve a risk of **Damage** to such underground services
- (b) keep a written record of the measures taken to locate such underground services
- (c) ensure the adoption of a method of work which minimises the risk of **Damage** to such underground services.

Discharge of Liability

We may at any time pay to **You** in connection with any claim or series of claims:

- (a) the amount of the Limit of Indemnity or
- (b) any lesser amount for which such claim or claims can be settled less any sum or sums already paid as **Compensation**.

On payment **We** shall relinquish the conduct and control of and be under no further liability in connection with such claim or claims except for the payment of **Costs and Expenses** incurred prior to the date of such payment.

Flammable Solvents

It is a condition precedent to **Our** liability that whenever solvents or glues with a flashpoint below 23 degrees Centigrade are used the additional precautions specified below will be complied with by **You** and/or any **Employee** and/or any of **Your** Sub Contractors whenever work is undertaken away from **Your** own premises:

- (a) smoking by **You**, **Your Employees** or Sub Contractors must not take place
- (b) no appliance for the application or supply of heat is to be used
- (c) prior to commencement of work the site of work is to be checked by **You** or by **Your Employees** or Sub Contractors and all naked flames in pilot lights and appliances extinguished
- (d) adequate ventilation must be maintained where **You** or **Your Employees** or Sub Contractors are working.

Exclusions

The following Exclusions apply to this Section, in addition to the General Exclusions at the front of this policy.

We will not indemnify **You** in respect of liability arising from:

- 1. **Bodily Injury** to any **Employee** arising out of and in the course of the employment or engagement of such persons by **You**
- 2. **Damage** to:
 - (a) property owned by or leased, hired or rented to **You**

other than as insured under Property in Your Custody or Control Extension of this Section

- (b) property belonging to **You** or held in **Your** care, custody or control other than:
 - (i) personal property of directors, partners or **Employees**
 - (ii) the property of customers or visitors temporarily on or about the **Premise**
 - (iii) as insured under the following Extensions
 - Damage to Property Being Worked On
 - Loss of Keys
 - Property in Your Custody or Control
- 3. **Bodily Injury** or **Damage** arising from **Your** ownership, possession, use or control or on **Your** behalf of:
 - (a) any locomotive, aircraft, aerospace device, hovercraft or watercraft (other than hand propelled craft of less than 20 feet in length)
 - (b) any mechanically propelled vehicle or trailer attached thereto other than:
 - (i) any vehicle not licensed for road use
 - (ii) any vehicle while being used as a tool of trade
 - (iii) the loading or unloading of any vehicle provided that **You** are not entitled to indemnity from any other source and that this policy shall not apply to liability for which compulsory insurance or other security is required by any road traffic legislation
- 4. **Bodily Injury** or **Damage** arising from or contributed to by:
 - (a) the failure or partial failure of any **Product** or part thereof to perform the function for which it was intended
 - (b) the failure to carry out or provide duties or services that **You** have contracted to performother than as insured under Inefficacy (Failure to Perform) and Wrongful Advice Extension of this Section
- 5. liability arising from or caused by the provision of advice or any plan, design, formula or specification given separately for a fee or for which a fee is normally charged
- 6. the cost of recalling, removing, repairing, replacing, reinstating or in any other way making good or providing **Compensation** in place of:
 - (a) any **Products** if such liability arises from any defect therein or the harmful nature or unsuitability thereof
 - (b) defective work
- 7. liability in respect of **Pollution or Contamination** other than that caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during any one **Period of**

Section 4: Public and Products Liability

continued

Insurance provided that:

- (a) all **Pollution or Contamination** which arises out of any one incident shall be deemed to have occurred at the time such incident takes place
 - (b) **Our** liability for all **Compensation** payable in respect of all **Pollution or 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**
 - (c) this exclusion does not apply to the United States of America and/or Canada and/or their dependencies or trust territories.
8. liability in respect of **Pollution or Contamination** occurring in the United States of America and/or Canada and/or their dependencies or trust territories
9. **Products** which with **Your** knowledge are exported directly or indirectly to the United States of America or Canada
10. any **Products** which with **Your** knowledge are used in the aircraft, space, petro-chemical, gas, offshore, ship building and repair or nuclear industries
11. any **Products** which with **Your** knowledge are to be used in the motor industry other than those not affecting the safety, stability, steering or braking of the vehicle
12. (a) exposure to
(b) inhalation of
(c) fears of the consequences of exposure to or inhalation of
(d) the costs incurred by anyone in repairing, removing, replacing, recalling, rectifying, reinstating or managing (including those of any persons under any statutory duty to manage) any property arising out of the presence of
- Asbestos** including any products containing **Asbestos**
13. **Bodily Injury** or **Damage** to property caused by or in connection with any excavation exceeding in any part a depth of 1 metre
14. any liability which is insured by or would but for the existence of this Section be insured by any other policy except in respect of any excess beyond the amount payable under such other section had this insurance not been effected
15. liability arising in connection with any visits to or work on any **Offshore Installation** or any support vessel for any **Offshore Installation** or whilst in transit to or from any **Offshore Installation** or support vessel
16. **Bodily Injury** or **Damage** caused by or in connection with any work on or in:
- (a) docks, harbours or railways
 - (b) watercraft
 - (c) chemical or petrochemical works, oil or gas refineries or storage facilities
 - (d) aircraft, airports or airfields
 - (e) power stations
 - (f) nuclear power stations
 - (g) any installation where nuclear processing is undertaken
 - (h) towers, steeples, chimney shafts, blast furnaces, viaducts, bridges, flyovers, dams, motorways, quarries, mines or collieries
17. liability directly or indirectly caused by or consisting of or arising from:
- (a) authorised or unauthorised transmission of **Electronic Data**
 - (b) the content of any website, **Your** email, intranet or extranet
 - (c) erasure, loss, distortion, 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 a failure to recognise any given date
18. fines, penalties or liquidated, punitive or exemplary damages or any additional damages resulting from the multiplication of compensatory damages or other non-compensatory damages
19. liability caused by or arising from **Products** where the action is brought against **You** in any country not being a member of the European Union where **You** have a branch or a parent or a subsidiary company or are represented by a person or company holding **Your** Power of Attorney
20. liability caused by or in connection with any manned guarding, stewarding or supervisory activity including but not limited to the manned guarding, stewarding or supervision of:
- (a) premises against unauthorised access or occupation, outbreaks of disorder or damage;
 - (b) property against destruction or damage, being stolen or otherwise dishonestly taken or obtained;
 - (c) people
- unless agreed by **Us** and shown as insured in the **Schedule**
21. the **Excess** stated in the **Schedule**.

Section 5: Professional Indemnity

Your Schedule will show if this Section is operative

Definitions

The following Definitions apply to this Section in addition to the General Definitions at the front of this policy and keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.

Asbestos

Asbestos, asbestos fibres or any derivatives of asbestos.

Business

The supply or performance by **You** as a professional of any:

- (a) design, plan or specification
- (b) supervision of construction or manufacture
- (c) feasibility study
- (d) technical information calculation
- (e) surveying
- (f) consultancy
- (g) testing
- (h) professional services as specified in the **Business** description undertaken only by or under the direction and direct control of a **Properly Qualified Person**.

Excluding supervision by **You** of **Your** own or **Your** subcontractors work.

Co-Operate

You shall:

- (a) assist **Us** and **Our** duly appointed representatives to put forward the best possible defence of a claim within the time constraints available
- (b) have adequate internal systems in place, which will allow ready access to material information
- (c) at all times and at **Your** own cost give to **Us** or **Our** duly appointed representatives all such information, assistance, signed statements or depositions as may properly be required to facilitate compliance with all applicable Civil Procedure Rules, Practice Directions and Pre-Action Protocols and recoveries
- (d) pay the **Excess** on **Our** demand or **Our** duly appointed representatives to comply with any settlement agreed by **Us**.

Defence Costs

All costs and expenses incurred in the investigation, defence or settlement of any claim or **Circumstance** notified under the terms of this insurance and/or the cost of representation at any enquiry or other proceedings which have a direct or indirect relevance to the investigation, defence or settlement of any matter notified under the terms of this Section.

Documents

Project models or displays, deeds, wills, agreements, maps, plans, records, photographs or negatives, written or printed books, letters, certificates or written or printed documents of any nature whatsoever and shall include computer software and systems records (electronic data shall be deemed to be physical property for the purposes of this insurance). This definition excludes bearer bonds, coupons, bank or currency notes and other negotiable paper.

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 programs, software, firmware, operating systems or other coded instructions for the processing or manipulation of data.

Excess

The sum shown in the **Schedule** unless otherwise stated in this Section for which **You** will be responsible and which will be deducted from each and every claim. Where, more than one claim is made during the **Period of Insurance** which arises from the same original cause only a single Excess shall apply in respect of such claims.

Insured/You/Your

The person(s) or Company named in the **Schedule** including:

- (a) any predecessors in business
- (b) any business for which **You** are legally liable in consequence of **Your** acquisition of such business (whether partial or otherwise) prior to inception of this insurance provided **We** have been notified in writing of the existence of such other business and have not refused to insure it
- (c) any office or division of **Yours** as specified above unless expressly stated otherwise.

Letter of Claim

The Letter of Claim as detailed in any applicable Pre-Action Protocol.

Limit of Indemnity

Our liability to pay compensation in respect of any one claim or series of claims against **You** arising out of one original cause including any **Defence Costs** shall not exceed in the aggregate the Limit of Indemnity stated in the **Schedule**.

Pollutant

Any solid, liquid, gaseous or thermal irritant or contaminant including smoke, vapour, soot, fumes, acids, alkalis, chemicals or waste. Waste is deemed to include materials to be recycled, reconditioned or reclaimed.

Section 5: Professional Indemnity

continued

Pollution

- (a) The actual, alleged or threatened discharge, seepage, migration, dispersal, release or escape of **Pollutants** at any time;
- (b) Any cost, expense, claim or suit arising out of any request, demand or order as a result of actual, alleged or threatened discharge, seepage, migration, dispersal, release or escape of **Pollutants** at any time that **You** test for, monitor, clean up, remove, contain, treat, detoxify, or neutralise or in any way respond to, or assess the effects of **Pollutants**.

Properly Qualified Person

Personnel with appropriate professional qualifications or not less than five years relevant experience for the specific professional activities in which they are engaged.

Territorial Limits

The United Kingdom, Channel Islands, Isle of Man and Member States of the European Union or as varied in the **Schedule**.

Cover

1. Insuring Clause

We will indemnify **You**, up to the **Limit of Indemnity**, for the amount of any claim including claimant's costs and expenses first made against **You** and notified to **Us** during the **Period of Insurance** in respect of legal liability for any negligent act, negligent error or negligent omission which arises out of the exercise and conduct of the **Business**.

2. Defence Costs

We will also indemnify **You** for **Defence Costs** where such costs have been incurred with **Our** prior written consent. Such **Defence Costs** shall not be in addition to the **Limit of Indemnity** and shall be subject to the **Excess**.

Extensions

The following Extensions apply to this Section.

Dishonesty of Employees

You are indemnified for any claim first made against **You** and notified to **Us** during the **Period of Insurance** which arises out of the exercise and conduct of the **Business** brought about, or contributed to, by the fraudulent, criminal or malicious act or omission of any person (other than a director, partner or principal of **You**) at any time employed by **You** provided that:

- (a) no person committing such fraudulent, criminal or malicious act or omission shall be entitled to indemnity; and
- (b) any monies which but for such fraudulent, criminal or malicious act or omission would be due from **You** to the person committing such act, or any monies held by **You** and belonging to such person, shall be deducted from any amount payable under this insurance.

Indemnity to Employees, Former Employees and/or Consultants

Employees or former **Employees** of **Yours** are indemnified for any claim for any negligent act, negligent error or negligent omission first made against them and notified to **Us** during the **Period of Insurance** which arises out of the exercise and conduct of the **Business**.

Former partners, former directors or former **Employees** of **Yours** who have continued as consultants to **You** and any persons who were formerly consultants to **You** are indemnified in respect of any claim for any negligent act, negligent error or negligent omission first made against them and notified to **Us** during the **Period of Insurance** which arises out of the exercise and conduct of the **Business**.

Self Employed Persons

You are indemnified for any claim for any negligent act, negligent error or negligent omission first made against **You** and notified to **Us** during the **Period of Insurance** which **You** may become legally liable to pay arising out of the use of self-employed or contract hire persons in the exercise and conduct of the **Business**. The use of individual persons need not be disclosed to **Us**, but details of payments to such persons must be declared to **Us** at renewal of this insurance. For the purpose of this insurance such persons are deemed to be **Your Employees**.

Claims Conditions

The following Claims Conditions apply to this Section in addition to the General Conditions and Claims Conditions at the front of this policy.

Admission of Liability

In the event of any claim or **Circumstance**, **You** shall not admit liability or make any admission, offer, promise, or payment without **Our** prior written consent.

Conduct of Claims

Following notification of any claim or **Circumstance**, **We** shall be entitled to take over and conduct in **Your** name the investigation, defence or settlement of any such matter. **You** shall **Co-Operate** and provide all such assistance as **We** may reasonably require.

Discovery of a Claim or Circumstance

It is a condition precedent to **Our** liability that if during the **Period of Insurance** **You**:

- (a) receive notice of any claim that is subject to indemnity under this insurance other than any claim provided for in (b) below **You** shall give notice to **Us** as soon as practicable within 15 working days and, in any event, before expiry of the **Period of Insurance**
- (b) receive a **Letter of Claim**, **You** shall give notice to **Us** as soon as practicable and in any event within 5 working days from receipt of such **Letter of Claim** and before expiry of the **Period of Insurance**

Section 5: Professional Indemnity

continued

(c) become aware of any **Circumstance**, **You** shall give notice to **Us** of such **Circumstance** as soon as practicable and, in any event, before expiry of the **Period of Insurance**.

We agree that any **Circumstance** notified to **Us** during the **Period of Insurance** which subsequently gives rise to a claim after expiry of this insurance shall be deemed to be a claim first made during the **Period of Insurance**.

Notice

Notice to **Us** under the Discovery of a Claim or Circumstance Condition above shall not be valid unless it has been received in writing by the persons shown in the **Schedule**.

Conditions

The following **Conditions** apply to this Section, in addition to the **General Conditions and Claims Conditions at the front of this policy**.

Combined Claims

Where the same original cause gives rise to an entitlement on **Your** part to indemnity under Cover Clauses 1 and 2, and any Extension(s) under this Section, the maximum amount payable by **Us** under Cover Clauses 1 and 2, and such Extension(s) shall not exceed the **Limit of Indemnity**.

Discharge of Liability

We may at any time pay to **You** in connection with any claim or series of claims:

- (a) the amount of the **Limit of Indemnity**; or
- (b) any lesser amount for which such claim or claims can be settled less any sum or sums already paid (including **Defence Costs**).

On payment **We** shall relinquish the conduct and control of and be under no further liability in connection with such claim or claims except for the payment of **Costs and Expenses** incurred prior to the date of such payment.

Insurance Disputes

This insurance is governed by the laws of England and Wales. Any dispute or difference between **You** and **Us** arising from this insurance shall be referred for determination to Senior Counsel of the English Bar, to be mutually agreed between **Us** and **You**, or any other person as may be mutually agreed. In the event of disagreement regarding the appointment, the Chairman of the Bar Council shall appoint a suitable person. The findings of the agreed or appointed person shall be binding on **Us** and **You**, and the cost of such referral shall be allocated by the agreed or appointed person on a fair and equitable basis.

Retroactive Cover

In the event of a claim being notified to **Us** which arises out of the exercise and conduct of the **Business** prior to the **Period of Insurance**, **We** shall indemnify **You** if there was in place at the time of the incident, Professional Indemnity Insurance to the same extent as provided by this policy.

Subrogation

You must promptly provide **Us** with all documents and information that **We** may request and provide **Us** with all assistance and co-operation that **We** may require in order to try and obtain reimbursement from any third party of any claim including where relevant, **Defence Costs** that **We** may have to pay in relation to any claim made against **You**.

Exclusions

The following **Exclusions** apply to this Section in addition to the **General Exclusions at the front of this policy**.

We will not be liable under this Section in respect of:

1. liability arising from the ownership, possession or use by or on behalf of **You** of any aircraft, watercraft, hovercraft, motor vehicle or trailer or any buildings, structures, premises or land or that part of any building leased, occupied or rented by **You** or any property of **Yours**
2. any injury, disease, illness (including mental stress) or death of any **Employee** under a contract of service with **You** or any claim arising out of any dispute between **You** and any present or former **Employee** or any person who has been offered employment with **You**
3. **Products** including the sale and/or supply of hardware and/or software by **You**
4. any claim made against **You** by either:
 - (a) any entity in which **You** exercise a controlling interest; or
 - (b) any entity exercising a controlling interest over **You** by virtue of having a financial or executive interest in **Your** operation;unless such claim is made against **You** for an indemnity or contribution in respect of a claim made by an independent party against the said entities detailed in (a) and (b) above and arises out of the exercise and conduct of the **Business**
5. any claim arising out of **Your** contractual liability unless such liability would have existed in the absence of such a contract or agreement
6. any work or activities undertaken by **You** outside the **Territorial Limits**
7. any claim brought (or the enforcement of any judgement or award entered against **You**) outside the courts of the United Kingdom, Channel Islands, Isle of Man and Member States of the European Union

Section 5: Professional Indemnity

continued

8. fines, penalties or liquidated, punitive or exemplary damages or any additional damages resulting from the multiplication of compensatory damages or other non-compensatory damages
9. **Damage to Documents** which are stored on magnetic or electrical media unless such Documents are duplicated on magnetic or electrical media with the intention that in the event of **Damage** the duplicate can be used as the basis for restoring the **Documents** to their original status
10. any claim arising from **Pollution**
11. any claim arising from being a director, officer or trustee of **You** (as opposed to those duties and functions carried out in furtherance of the **Business**) or from the acceptance of any directorship or trusteeship in any other company not forming part of the **Business**
12. any claim or **Circumstance** that may give rise to a claim which has been notified and accepted by **Us** in respect of any other insurance attaching prior to the inception of this insurance or as disclosed as a material fact to **Us** which formed the basis of this insurance or any claim or **Circumstance** that may give rise to a claim of which **You** were or should have been aware prior to the inception of this insurance
13. any trading losses or trading liabilities incurred by any business managed or carried on by **You** including loss of any client account or business
14. any loss arising from **Your** failure to arrange and/or maintain insurance and/or finance
15. (a) exposure to
(b) inhalation of
(c) fears of the consequences of exposure to or inhalation of
(d) the costs incurred by anyone in repairing, removing, replacing, recalling, rectifying, reinstating or managing (including those of any persons under any statutory duty to manage) any property arising out of the presence of
Asbestos including any products containing **Asbestos**
16. any claim arising out of Regulated Activities as defined in the Financial Services and Markets Act 2000 as amended from time to time
17. **You** acting in the capacity of trustee, fiduciary or administrator of any employer-sponsored pension or superannuation scheme or superannuation programme
18. **Bodily Injury** or **Damage** to material property
19. liability directly or indirectly caused by or consisting of or arising from:
 - (a) authorised or unauthorised transmission of **Electronic Data**
 - (b) the content of any website, **Your** email, intranet or extranet
- (c) erasure, loss, distortion, 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 a failure to recognise any given date
20. the **Excess** stated in the **Schedule**.

Section 6: Theft by Employees

Your Schedule will show if this Section is operative

Definitions

The following Definitions apply to this Section in addition to the General Definitions at the front of this policy and keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.

Acting in Collusion

All circumstances where 2 or more **Employees** are concerned or implicated together or materially assist each other in committing the acts of **Dishonesty**.

Any One Claim

All acts of **Dishonesty** throughout the continuation of this insurance (or any insurance issued in substitution thereof or for which this insurance is substituted) committed by one individual **Employee** or **Employees Acting in Collusion**.

Employee

Any person:

- (a) under a contract of service or apprenticeship with **You**
- (b) while working under **Your** control in connection with the **Business** who is under a work experience or training scheme
- (c) who is a director of **Yours** if such person:
 - (i) is also employed by **You** under a contract of service and
 - (ii) owns or controls no more than 5% of the issued share capital of **Your** company or of any subsidiary of **Your** company
- (d) who is retired from full-time employment with **You** and who is working for **You** as a consultant under **Your** control or direction.

Provided that person is normally resident within the **Territorial Limits**.

Dishonesty

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

Cover

We will pay **You** for direct loss of **Money** or property belonging to **You** or to **Your** direct customers caused by any act of **Dishonesty** committed during the **Period of Insurance** in connection with the **Business** by any **Employees** discovered and notified to **Us** no later than 12 months after:

- (a) the expiry of any **Period of Insurance** in which the act of **Dishonesty** was committed; or

- (b) the termination of this insurance; or
 - (c) the cessation of the employment in respect of any **Employees** identified in such loss
- whichever occurs first.

Basis of Claims Settlement

The amount payable shall be the value of the **Money** or property at the time of the loss or, at **Our** option, the replacement or reinstatement of the property.

Limit of Liability

Our liability under this Section shall not exceed:

- (a) in respect of **Any One Claim** caused by one **Employee** or **Employees Acting in Collusion** the Limit of Liability stated in the **Schedule**
- (b) in respect of any one **Period of Insurance** the aggregate Limit of Liability stated in the **Schedule**.

Extensions

The following Extensions apply to this Section.

Auditors Fees

We will pay the cost of any professional audit to substantiate the amount of loss provided that those costs are incurred with **Our** prior written consent.

Reinstatement of Electronic Data Cover

We will pay for the reasonable cost of rewriting or amending any computer software programs or security codes, so as to prevent recurrence of **Dishonesty** arising from the fraudulent use of computer hardware, software programs or systems and which was the subject of a claim under this Section.

Conditions

The following Conditions apply to this Section in addition to the General Conditions and Claims Conditions at the front of this policy.

Cessation of Cover

Upon discovery of **Dishonesty** by an **Employee** all indemnity under this Section in relation to further **Dishonesty** by such **Employee** shall cease with immediate effect.

Claims (Action by You)

On the discovery of any act which may give rise to a claim **You** must:

- (a) notify **Us** immediately or at the latest within 14 days
- (b) notify the police authority immediately and assist in taking all practical steps to identify the **Employee** responsible and to trace and recover the **Money** and/or property
- (c) carry out and permit to be taken any action which may be reasonably practicable to prevent further loss

Section 6: Theft by Employees

continued

- (d) deliver to **Us** at **Your** own expense within 30 days after such act or such further time as **We** may allow:
- (i) full information in writing of the **Money** and/or property lost and the amount of the loss
 - (ii) details of any other insurances on any **Money** or property hereby insured
 - (iii) all such proofs and information relating to the claim as may be reasonably required
 - (iv) if demanded a statutory declaration of the truth of the claim and of any matters connected with it.

No claim under this Section shall be payable unless the terms of this Section Condition have been complied with.

Employee's Money

Any monies owed by **You** to an **Employee** found responsible for **Dishonesty** must be withheld and such sum will be deducted from any payment made by **Us**.

Minimum Standards of Control

Unless **We** agree in writing to any alteration, the following Minimum Standards of Control must be maintained in force and adhered to by **You**.

- (a) All **Employees** must be instructed as to their duties and responsibilities in respect of the Minimum Standards of Control and compliance enforced.
- (b) **Audit**
Your accounts must be independently audited every twelve months by external auditors and any recommendations on internal controls implemented.
- (c) **Banking**
- (i) **You** 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 funds transfers
 - (ii) **You** must operate a system of dual control over the opening of new bank accounts or amending approved signatory details
 - (iii) Bank statements must be reconciled at least monthly independently of **Employees** permitted to receive or make payments, draw or sign cheques, or transfer funds electronically.
- (d) **Computer Systems Control**
- (i) All **Employees** with access to wage, accounts or stock control functions must have a secure individual password to access the system which must be changed at least every month
 - (ii) All computer media (disc tapes etc) in respect of wages, accounts or stock control must be securely stored in locked cabinets when not in use by authorised **Employees**
 - (iii) All amendments to computer system programs and authorisation levels must be approved independently of the persons making the amendment

- (iv) All passwords must be withdrawn when **Employees** leave.

(e) **Contracts Control**

You 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.

(f) **Money**

- (i) Cash Receipts – **Employees** are required to pay in daily all cash and cheques received in the course of the **Business**. **Money** received must be paid over to the employer or banked
- (ii) Cash and Petty Cash - Cash in hand and petty cash must be checked independently of **Employees** responsible for receiving or holding the cash, at least monthly and additionally without warning every 6 months
- (iii) Reconciliation – bank statements, stamped bank paying slips, receipts, counterfoils and vouchers must be checked at least monthly against cash book entries and the balance tested with cash and unrepresented cheques. This must be done independently of the **Employee**:
 - making the cash book entries
 - signing cheques
 - paying into the bank
- (iv) Cheques signing – all cheques or other bank instruments drawn for more than £10,000 must be manually signed by two authorised persons after the amount has been inserted. **You** must have advised **Your** bankers of the above requirements as to signatures
- (v) No cheque or instrument must be signed until one signatory has validated the requisition, examined the supporting documentation and ensured the payee is a genuine client or creditor
- (vi) Wages – wages and salary sheets must be checked independently of the **Employee** responsible for their preparation to ensure that the amounts are correct and that no fictitious names have been included.

(g) **Statements of Account Control**

- (i) Statements of account for all sums due must be issued at least monthly and direct to customers independently of **Employees** receiving payments
- (ii) 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.

(h) **Stock Controls**

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

Section 6: Theft by Employees

continued

(i) Termination of Service

Immediately upon the termination of service of any **Employee**, **You** must take all reasonable precautions to prevent **Dishonesty** arising, including but not limited to:

- (i) the changing of all alarm and other security codes or passwords the **Employee** had or may have had knowledge of
- (ii) the deletion or invalidation of any access codes or passwords the **Employee** has to access computer or other systems.

No claim under this Section shall be payable unless the terms of this Condition have been complied with.

Other Insurances

If at the time any claim arises under this Section of the policy there is any other insurance, indemnity or guarantee covering the same loss, **We** shall not be liable except to the extent of any excess beyond the amount payable under such other insurance, indemnity or guarantee had this Section of the policy not been effected.

Recovery Condition

Any recoveries obtained by **You** less any costs incurred in recovery will be applied in the following order:

- (a) in the event that **Your** claim has exceeded the Limit of Liability, firstly to the benefit of **You** to reduce or extinguish the amount of **Your** loss (but not in respect of the amount of the **Excess**)
- (b) in reduction of the loss suffered by **Us** to the extent of the claim paid or payable
- (c) in reduction of the loss suffered by **You** for the amount of the **Excess** under this Section of the policy.

References

You must obtain satisfactory references to confirm the honesty of each **Employee** who will be responsible for **Money**, property, accounts, computer operations or computer programming.

Such references must be obtained directly from former employers for the three years immediately preceding engagement and before the **Employee** is entrusted without supervision. Any gaps in service must be accounted for.

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

In respect of **Employees** joining directly from school, college, university or Government sponsored youth training schemes or returning to work after a gap of more than three years, one character reference shall be obtained.

A written report of any verbal reference shall be made at the time it is obtained. The original copy of each written reference and the record of any verbal reference shall be retained by **You** and shall be made available for inspection upon request by **Us**.

Exclusions

The following Exclusions apply to this Section in addition to the General Exclusions at the front of this policy.

This Section does not cover:

1. any unexplained shortages
2. loss of interest, loss of profits or any indirect loss resulting from any acts of **Dishonesty**
3. loss caused by an **Employee** before the cover for such **Employee** inception
4. loss where **You** continue to entrust the defaulting **Employee** with access to **Money** and/or property, after becoming aware of any material fact that questions the honesty of the **Employee**
5. loss arising from malicious damage including computer viruses, worms, trojan horses and the like
6. loss arising from any act or acts of **Dishonesty** committed by an **Employee** who **You** have continued to employ after discovering a prior act of **Dishonesty** committed by the same **Employee**
7. loss arising from any act of **Dishonesty** committed by any **Employee** who **You** are unable to identify by name
8. the **Excess** stated in the **Schedule**.

Section 7: Contract Works

Your Schedule will show if this Section is operative

Definitions

The following Definitions apply to this Section in addition to the General Definitions at the front of this policy and keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.

Certificate of Completion

The certificate issued by the architect or engineer confirming substantial completion of the **Contract Works**.

Free Issue Materials

Materials for incorporation into the **Contract Works**

- (a) issued free to **You** by or on behalf of **Your** employer or **Principal**; and
- (b) for which **You** are responsible under the conditions of the contract

the value of which will be included in the final valuation of the **Contract Works** carried out or the final **Contract Price** and which are not otherwise excluded.

Maintenance Period

The period designated in any contract entered into by **You** during which **You** are responsible for rectifying defects originating during the performance of the works provided that such period does not exceed 24 months.

Practical Completion

Completion other than decoration and/or the installation of fixtures and fittings unless such work is being undertaken concurrently with the remainder of the **Contract Works**.

Cover

We will indemnify **You** in respect of **Damage** to the **Contract Works** occurring during the **Period of Insurance** provided that:

1. **Our** liability shall not exceed the maximum **Contract Price** stated as the sum insured in the **Schedule**. The sum insured by this Section is subject to Average as specified in General Condition 4.
2. such indemnity shall be by payment or at **Our** option by reinstatement or repair.

Extensions

The following Extensions apply to this Section:

Automatic Reinstatement of Sum Insured

In consideration of the sum insured not being reduced by the amount of any **Damage You** shall pay the additional premium required by **Us** in respect of such amount provided that **Our** liability in respect of any one occurrence of **Damage** shall not by virtue of this Extension exceed the sum insured stated in the **Schedule**.

Debris Removal and Professional Fees

We will indemnify **You** in respect of costs and expenses necessarily incurred by **You** with **Our** consent for:

- (a) (i) removing debris
- (ii) dismantling and/ or demolishing
- (iii) shoring up propping and fencing off
- (iv) clearing and/or repairing drains and service mains on site
- (b) professional fees in connection with the reinstatement or repair of the **Contract Works** following **Damage** but not for preparing any claim.

Free Issue Materials

The **Contract Works** will include any **Free Issue Materials** provided **You** include their value in the **Contract Price**.

Increase in Contract Price

In the event of any increase in the **Contract Price** during the **Period of Insurance** the sum insured stated in the **Schedule** shall be deemed to be increased in like proportion up to but not exceeding 20% of the sum insured.

Indemnity to Principal

We will at **Your** request indemnify any **Principal** to the extent required by the contract between **You** and the **Principal** in respect of liability arising from the performance of work by **You** for such **Principal**. Provided that:

- (a) **We** shall retain sole conduct and control of any claim
- (b) the **Principal** shall observe fulfil and be subject to the terms, conditions, exclusions and limits of this Section insofar as they can apply.

Local Authorities

We will indemnify **You** in respect of the additional cost of reinstatement of the **Contract Works** as may be incurred solely by reason of the necessity to comply with any Act of Parliament or Bye-Laws of any Municipal or Local Authority provided that:

1. the amount recoverable under this Extension shall not include:
 - (a) costs incurred in complying with any of the said Regulations or Bye-Laws:
 - (i) which can be recovered elsewhere

Section 7: Contract Works

continued

- (ii) under which notice had been served upon **You** prior to the happening of the **Damage**
 - (b) the amount of any rate tax duty development or other charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the owner thereof by reasons of compliance with any of the said Regulations or Bye-Laws
2. the work of reinstatement shall be commenced and carried out within twelve months of **Damage**.

Maintenance Period Indemnity

Notwithstanding Exclusion 2(f)(i) **We** will indemnify **You** in respect of **Damage** to any part of the **Contract Works** occurring during the **Maintenance Period** relating to that part and for which in the terms of the contract **You** are responsible:

- (a) arising from a cause occurring prior to such **Maintenance Period**
or
- (b) caused by **You** in the course of work undertaken to comply with any terms of the contract relating to such **Maintenance Period**.

Off Site Storage

We will indemnify **You** in respect of materials allocated to any contract whilst temporarily stored anywhere within the **Territorial Limits** provided **You** are responsible for them.

Overtime and Other Costs

In respect of any **Damage** for which **You** are entitled to indemnity under this policy **We** will indemnify **You** in respect of the reasonable additional costs of overtime, shift working bonus payments, plant hire charges, express delivery and similar expenses necessarily incurred by **You** with **Our** consent to expedite the reinstatement or repair of the **Contract Works**.

Provided that:

- (a) such additional costs shall not in any way contribute to completion of any part of the **Contract Works** sooner than that part would have been completed had such **Damage** not occurred
- (b) **Our** liability in respect of such additional costs shall not exceed 10% of the **Contract Price**.

Plans and Specifications

The sum insured stated in the **Schedule** is deemed to include plans, specifications and other documents in respect of which **Our** liability shall be limited to the replacement of such plans, specifications and documents essential for completion of the contract and shall not exceed their value as stationery together with the cost of labour in writing up, redrawing or reproducing such plans, specifications and documents excluding the value of or cost of retrieving information contained therein.

Prospective Purchasers Temporary Accommodation

In respect of private houses, bungalows, flats or maisonettes built by **You** **We** will at **Your** request pay the prospective purchasers reasonable costs of other comparable temporary accommodation in the event of the property suffering **Damage** as insured by this Section which occurs between exchange of contracts and completion and which prevents the purchaser from moving into the property on the completion date provided that:

- (a) **Our** maximum liability under this Extension shall not exceed 10% of the purchase price of the property or £10,000 whichever is the lesser
- (b) the property is not insured elsewhere
- (c) the purchaser observes the terms and conditions of this policy.

Show Properties

We will indemnify **You** in respect of **Damage** to show properties including their contents.

The maximum **We** will pay in respect of the contents of any one show property is £10,000.

Speculative Building

We will indemnify **You** in respect of **Damage** to private dwellings **You** have erected on a speculative basis but Cover shall cease from:

- (a) the date such property is sold let or leased
- (b) three months after the date of **Practical Completion** whichever is the earlier.

Where the property comprises several units within one block then part (a) of this Extension shall apply to each individual unit but Cover in respect of the whole block shall not exceed 3 months from the date of **Practical Completion** if parts of it are still unsold, unlet or unleased.

Sub Contractors Waiver of Subrogation

In respect of any contract awarded under the JCT Standard form of Building Contract and insured under this Section the following alterations to this Section shall apply but only in respect of the **Contract Works**.

In respect of **Damage** to the **Contract Works** by any of the specified perils defined in the contract it is agreed that so far as is required by the said contract **We** will not pursue any rights of subrogation against subcontractors directly engaged by **You** provided that the subcontractor shall as if they were **You** observe fulfil and be subject to the terms exclusions and conditions of this policy.

Section 7: Contract Works

continued

Exclusions

The following Exclusions apply to this Section, in addition to the General Exclusions at the front of this policy.

We shall not be liable under this Section in respect of:

1. the **Excess** stated in the **Schedule**
2. **Damage** to:
 - (a) deeds, bonds, bills of exchange, promissory notes, cash, bank notes, cheques, securities for money or stamps
 - (b) any aircraft, watercraft, hovercraft or any other vessel or craft intended to float in or on or travel through water, air or space
 - (c) any part of the **Contract Works** while in transit by sea or air
 - (d) any mechanically propelled vehicle or trailer attached thereto if such vehicle is being used in circumstances for which compulsory insurance or other security is required by any road traffic legislation unless such vehicle is designed or adapted primarily for use as a tool of trade
 - (e) any pre-existing structure, building or other property at the **Contract Site** or any contents therein
 - (f) any part of the **Contract Works**:
 - (i) in respect of which a **Certificate of Completion** has been issued unless such **Damage** be occasioned within 14 days of the date of issue of a **Certificate of Completion** but only to the extent **You** are responsible under the conditions of the contract
 - (ii) which has been handed over to the **Principal**
 - (iii) which is in occupation or use by or in possession of the **Principal** or with **Your** permission any other person for any purpose other than the performance of the contract
 - (iv) which arises after **Practical Completion** where no **Certificate of Completion** is to be issued
3. **Damage** to any part of the **Contract Works** due to or attributable to:
 - (a) any wear and tear, rust, corrosion, mildew or other gradual deterioration of or vermin or insect
 - (b) the mechanical, electrical or electronic breakdown, failure or derangement or explosion thereof
 - (c) any defect in the materials or workmanship
 - (d) any faulty or defective design, plan or specification of or advice relating to that part
4. **Damage** for which **You** are not responsible under the terms of the contract
5. any shortage or disappearance discovered only on the making of an inventory or periodic stocktaking and not traceable to an identifiable occurrence
6. any penalty, fine or damages or loss of contract or loss due to delay or increased costs of working or indirect loss of any kind
7. theft or attempted theft from any unattended **Vehicle** being any **Vehicle** with no person in charge or keeping the **Vehicle** under observation and able to observe or prevent any attempt by any person to interfere with the **Vehicle** unless:
 - (a) all windows and other openings have been closed, all doors have been secured and any other protective devices including but not limited to alarms and immobilisers have been put into full and effective operation and
 - (b) **Overnight** or after the completion of any **Working Day of the Driver**:
 - (i) the **Vehicle** is contained in a securely locked building and there is evidence of forcible and violent entry to or exit from the building, or
 - (ii) the **Vehicle** has an automatically setting security alarm which:
 1. was installed and certified by a Thatcham Research recognised installer or former Vehicle Security Installation Board accredited installer and
 2. complies with Thatcham Security Certification Category 1 or with BS6803 and
 3. is powered by its own battery and
 4. includes protection which covers the rear door of the **Vehicle**
8. **Damage** arising from:
 - (a) the making of sewers or other excavations exceeding in any part a depth of 3 metres from the surface
 - (b) any work connected with tunnels, reservoirs, dams, viaducts, bridges or mines
 - (c) any work in under or over water
9. **Damage** to the **Contract Works** upon which work has been suspended for a period in excess of 30 days
10. **Damage** to portable computers and ancillary equipment and/or portable telecommunications equipment
11. **Damage** caused by **Pollution or Contamination** other than that to the **Contract Works**.

Section 8: Own Plant

Your Schedule will show if this Section is operative

Cover

We will indemnify **You** in respect of **Damage to Plant** owned by **You** whilst at the **Contract Site**, in transit or at **Your** premises provided that:

1. **Our** liability shall not exceed the sum insured as stated in the **Schedule** or £25,000 in respect of any one item. The sum insured is subject to Average as specified in General Condition 4.
2. such indemnity shall be by payment or at **Our** option by reinstatement or repair.

Extensions

The following Extensions apply to this Section:

Automatic Reinstatement of Sum Insured

In consideration of the sum insured not being reduced by the amount of any **Damage You** shall pay the additional premium required by **Us** in respect of such amount provided that **Our** liability in respect of **Damage** shall not by virtue of this Extension exceed the sum insured stated in the **Schedule**.

Plant Retrieval Costs

We will indemnify **You** in respect of costs necessarily incurred in the retrieval of mechanically propelled construction **Plant** and equipment insured from the **Contract Site** when such **Plant** or equipment is accidentally and physically rendered inoperative and incapable of movement (other than by mechanical, electrical or electronic breakdown, failure or derangement) without external assistance.

Exclusions

The following Exclusions apply to this Section, in addition to the General Exclusions at the front of this policy.

We shall not be liable under this Section in respect of:

1. the **Excess** stated in the **Schedule**
2. **Damage to**:
 - (a) deeds, bonds, bills of exchange, promissory notes, cash, bank notes, cheques, securities for money or stamps
 - (b) any aircraft, watercraft, hovercraft or any other vessel or craft intended to float in or on or travel through water, air or space
 - (c) **Plant** while in transit by sea or air
 - (d) any mechanically propelled vehicle or trailer attached thereto if such vehicle is being used in circumstances for which compulsory insurance or other security is required by any road traffic legislation unless such vehicle is designed or adapted primarily for use as a tool of trade
3. **Damage** to any part of the **Plant** due to or attributable to:
 - (a) any wear and tear, rust, corrosion, mildew or other gradual deterioration of or vermin or insect
 - (b) the mechanical, electrical or electronic breakdown, failure or derangement or explosion
4. any shortage or disappearance discovered only on the making of an inventory or periodic stocktaking and not traceable to an identifiable occurrence
5. any penalty, fine or damages or loss of contract or loss due to delay or increased costs of working or indirect loss of any kind
6. confiscation, nationalisation, requisition or **Damage** to property by or under the Order of any Government or Public or Local Authority
7. **Damage** to portable computers and ancillary equipment and/or portable telecommunications equipment
8. theft or attempted theft **Overnight** unless kept in a securely locked compound or building and there is evidence of forcible and violent entry to or exit from the compound or building
9. **Damage** caused by theft or attempted theft away from any **Contract Site** unless it is:
 - (a) kept in a securely locked compound or building and there is evidence of forcible and violent entry to or exit from the compound or building
 - (b) in transit but excluding theft or attempted theft from any unattended **Vehicle** being any **Vehicle** with no person in charge or keeping the **Vehicle** under observation and able to observe or prevent any attempt by any person to interfere with the **Vehicle** unless:

Section 8: Own Plant

continued

- (i) all windows and other openings have been closed, all doors have been secured and any other protective devices including but not limited to alarms and immobilisers have been put into full and effective operation and
- (ii) **Overnight** or after the completion of any **Working Day of the Driver**:
 1. the **Vehicle** is contained in a securely locked building and there is evidence of forcible and violent entry to or exit from the building, or
 2. the **Vehicle** has an automatically setting security alarm which:
 - (a) was installed and certified by a Thatcham Research recognised installer or former Vehicle Security Installation Board accredited installer and
 - (b) complies with Thatcham Security Certification Category 1 or with BS6803 and
 - (c) is powered by its own battery and
 - (d) includes protection which covers the rear door of the **Vehicle**.

Section 9: Hired in Plant

Your Schedule will show if this Section is operative

Cover

We will indemnify **You** in respect of **Damage to Plant** hired in by **You** or any **Principal** whilst at the **Contract Site**, in transit or at **Your** premises provided that:

1. **Our** liability shall not exceed the sum insured as stated in the **Schedule**
2. such indemnity shall be by payment or at **Our** option by reinstatement or repair.

Extensions

The following Extensions apply to this Section:

Automatic Reinstatement of Sum Insured

In consideration of the sum insured not being reduced by the amount of any loss or **Damage You** shall pay the additional premium required by **Us** in respect of such amount provided that **Our** liability in respect of **Damage** shall not by virtue of this Extension exceed the sum insured stated in the **Schedule**.

Continuing Hire Charges

We will indemnify **You** in respect of legal liability to pay continuing hire charges following **Damage** to construction plant, tools, equipment and temporary buildings hired in by **You**.

Provided that:

- (a) this Extension shall not apply in respect of hired in **Plant** for which a valid claim has not otherwise been admitted under this policy
- (b) in respect of **Damage We** shall not be liable under this Extension for the hire charges that are payable during the first 48 hours that each item of **Plant** is out of commission
- (c) the terms of any hiring agreement are no more onerous than the Model Conditions for the Hiring of Plant of The Contractors' Plant Association
- (d) **Our** liability under this Extension shall not exceed an amount equal to 13 weeks hire charges or 50% of the total sum insured of the Section whichever is the less in respect of any one occurrence or series of occurrences arising out of one event.

Plant Retrieval Costs

We will indemnify **You** in respect of costs necessarily incurred in the retrieval of mechanically propelled construction plant and equipment insured from the **Contract Site** when such plant or equipment is accidentally and physically rendered inoperative and incapable of movement (other than by mechanical, electrical or electronic breakdown, failure or derangement) without external assistance.

Exclusions

The following Exclusions apply to this Section, in addition to the General Exclusions at the front of this policy.

We shall not be liable under this Section in respect of:

1. the **Excess** stated in the **Schedule**
2. **Damage to:**
 - (a) deeds, bonds, bills of exchange, promissory notes, cash, bank notes, cheques, securities for money or stamps
 - (b) any aircraft, watercraft, hovercraft or any other vessel or craft intended to float in or on or travel through water air or space
 - (c) **Plant** while in transit by sea or air
 - (d) any mechanically propelled vehicle or trailer attached thereto if such vehicle is being used in circumstances for which compulsory insurance or other security is required by any road traffic legislation unless such vehicle is designed or adapted primarily for use as a tool of trade
3. **Damage** to any part of the **Plant** due to or attributable to:
 - (a) any wear and tear, rust, corrosion, mildew or other gradual deterioration of or vermin or insect
 - (b) the mechanical, electrical or electronic breakdown, failure or derangement or explosion thereof
4. any shortage or disappearance discovered only on the making of an inventory or periodic stocktaking and not traceable to an identifiable occurrence
5. any penalty, fine or damages or loss of contract or loss due to delay or increased costs of working or indirect loss of any kind other than as defined in the Continuing Hire Charges Extension
6. confiscation, nationalisation, requisition or **Damage** to property by or under the Order of any Government or Public or Local Authority
7. **Damage** to portable computers and ancillary equipment and portable telecommunications equipment
8. theft or attempted theft **Overnight** unless kept in a securely locked compound or building and there is evidence of forcible and violent entry to or exit from the compound or building
9. **Damage** caused by theft or attempted theft away from any **Contract Site** unless it is:
 - (a) kept in a securely locked compound or building and there is evidence of forcible and violent entry to or exit from the compound or building
 - (b) in transit but excluding theft or attempted theft from any unattended **Vehicle** being any **Vehicle** with no person in charge or keeping the **Vehicle** under observation and able to observe or prevent any attempt by any person to interfere with the **Vehicle** unless:

Section 9: Hired in Plant

continued

- (i) all windows and other openings have been closed, all doors have been secured and any other protective devices including but not limited to alarms and immobilisers have been put into full and effective operation and
- (ii) **Overnight** or after the completion of any **Working Day of the Driver**:
 1. the **Vehicle** is contained in a securely locked building and there is evidence of forcible and violent entry to or exit from the building, or
 2. the **Vehicle** has an automatically setting security alarm which:
 - (a) was installed and certified by a Thatcham Research recognised installer or former Vehicle Security Installation Board accredited installer and
 - (b) complies with Thatcham Security Certification Category 1 or with BS6803 and
 - (c) is powered by its own battery and
 - (d) includes protection which covers the rear door of the **Vehicle**.

Section 10: Tools

Your Schedule will show if this Section is operative

Definitions

The following Definitions apply to this Section in addition to the General Definitions at the front of this policy and keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.

Insured Person

Any Principal partner director or **Employee** working in the **Business**.

Cover

We will indemnify the **Insured Person** in respect of **Damage** to **Tools** occurring during the **Period of Insurance** and within the **Territorial Limits** provided that:

1. such **Tools** are the property of or hired in by an **Insured Person** for use in connection with the **Business**
2. such indemnity shall be by payment or at **Our** option by reinstatement or repair
3. **Our** liability in respect of the amount payable to any one **Insured Person** shall not exceed:
 - (a) the sum insured stated in the **Schedule**
 - (b) £1,000 in respect of any one **Tool** or 20% of the sum insured stated in the **Schedule**, whichever is greater.

Basis of Settlement

The basis of settlement of any claim in respect of **Tools** shall be:

- (a) where a **Tool** is damaged, the cost of replacement or repair of the damaged portion to a condition as good as, but not better or more extensive than its condition immediately prior to the **Damage**
- (b) where a **Tool** is lost, destroyed or damaged beyond repair, the cost of its replacement by similar property in a condition as good as, but not better or more extensive than its condition immediately prior to the **Damage**.

Exclusions

The following Exclusions apply to this Section, in addition to the General Exclusions at the front of this policy.

We shall not be liable under this Section in respect of:

1. indirect loss of any kind
2. **Damage** to **Tools** due or attributable to:
 - (a) wear, tear, rust, corrosion, mildew or other gradual deterioration of vermin or insect
 - (b) any process of cleaning, repair or restoration

- (c) its own mechanical, electrical or electronic breakdown, failure or derangement

3. **Damage** which is not traceable to an identifiable occurrence or which is caused by deception

4. **Damage** by theft or attempted theft:

- (a) to any property away from the **Premises** unless:

- (i) the property is in **Your** personal custody or the personal custody of any partner, director or **Employee** of **Yours** or
- (ii) contained in a securely locked or occupied building and involves forcible and violent entry to or exit from the building or assault, violence or threat thereof towards **You**, **Your** partners, directors or **Employee**

- (b) from any unattended building unless all security devices are put into full and effective operation and such theft or attempted theft involves forcible and violent entry to or exit from the building

- (c) from any unattended **Vehicle** being any **Vehicle** with no person in charge or keeping the **Vehicle** under observation and able to observe or prevent any attempt by any person to interfere with the **Vehicle** unless:

- (i) all windows and other openings have been closed, all doors have been secured and any other protective devices including but not limited to alarms and immobilisers have been put into full and effective operation and

- (ii) any property insured by this Section is secured in the locked boot, storage compartment or closed glove compartment; (the luggage space at the rear of an estate car or hatchback under the top cover and out of view is deemed to be a locked boot) and

- (iii) **Overnight** or after the completion of any **Working Day of the Driver**:

1. the **Vehicle** it is contained in a securely locked building and there is evidence of forcible and violent entry to or exit from the building, or

2. the **Vehicle** has an automatically setting security alarm which:

- (a) was installed and certified by a Thatcham Research recognised installer or former Vehicle Security Installation Board accredited installer and

- (b) complies with Thatcham Security Certification Category 1 or with BS6803 and

- (c) is powered by its own battery and

Section 10: Tools

(d) includes protection which covers the rear door of the **Vehicle**

5. **Damage to Tools**

(a) occurring while lent to or being used by anyone other than an **Insured Person** or an **Employee**

(b) while hired out

6. **Damage** to ladders, generators, transformers or any other equipment or **Tool** not designed to be applied directly to the work by hand

7. **Damage** to portable computers and ancillary equipment and/or portable telecommunication equipment

8. the **Excess** stated in the **Schedule**.

Section 11: Money and Assault

Your Schedule will show if this Section is operative

Definitions

The following Definitions apply to this Section in addition to the General Definitions at the front of this policy and keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.

Injury

Bodily Injury by violent and visible means.

Insured Person

You or any of **Your** partners, directors or any **Employee** aged between 16 and 70 years.

Loss of Limb

Total loss of one or more limbs at or above the wrist or ankle or total and permanent loss of use of any entire limb.

Loss of Sight

Total and irrecoverable loss of sight in one or both eyes.

Medical Expenses

Any reasonable costs necessarily incurred for medical, surgical or other diagnostic or remedial treatment given or prescribed by a qualified medical practitioner and any hospital, nursing home or ambulance charges.

Money

Negotiable Money and **Non-Negotiable Money** all pertaining to the **Business** and belonging to **You** or which **You** are responsible for.

Negotiable Money

Current currency, uncrossed bankers drafts, postal and money orders, uncrossed cheques, travellers cheques, national savings stamps, bus and rail travel cards and passes, telephone cards, current postage stamps, luncheon vouchers, gift tokens, holiday with pay stamps, trading stamps, premium bonds, savings stamps and National Lottery 'Instants' and other scratch cards.

Non-Negotiable Money

Crossed cheques, postal orders, money orders, bankers drafts, national giro drafts, payment orders, dividend warrants, national savings certificates, unused postal franking machine units, stamped or impressed national insurance cards, premium bonds, VAT purchase invoices, credit and debit card sales vouchers and consumer redemption vouchers.

Permanent Total Disablement

Permanent inability to engage in any gainful employment, other than such inability caused by **Loss of Limb** or **Loss of Sight**.

Temporary Total Disablement

Temporary and absolute inability to engage in usual occupation.

Temporary Partial Disablement

Temporary disablement preventing the **Insured Person** to attend to a substantial and essential part of their usual occupation.

Cover

We will pay for physical loss of **Money** as described below occurring within the **Territorial Limits** and subject to the limits stated in the **Schedule**:

- (a) loss of **Non-Negotiable Money**
- (b) loss of **Negotiable Money**:
 - (i) in transit, in **Your** personal custody or in the custody of any authorised **Employee** or in a bank night safe
 - (ii) on the **Premises** during **Business Hours**
 - (iii) on the **Premises** out of **Business Hours** contained in locked safe(s)
 - (iv) on the **Premises** out of **Business Hours** not contained in locked safe(s)
 - (v) in **Your** home or in the home of any authorised **Insured Person**.

Extensions

The following Extensions apply to this Section.

Credit Cards

We will pay for any amount for which **You** become liable under the terms of issue of any bank charge credit debit or cash card issued and used only in connection with the **Business** following fraudulent use by any unauthorised person within the **Territorial Limits**.

Provided that **You** report the loss to the issuing company immediately and to the police within 24 hours of discovering the loss and have complied with the terms and conditions of issue of the card.

Our liability will not exceed £5,000 in any one **Period of Insurance**.

Safes

We will pay the cost of repair or replacement as a result of **Damage** following theft or attempted theft of **Money** to any:

- (a) safe or strongroom
- (b) postal franking machine
- (c) security case, bag or waistcoat used to carry **Money**.

Section 11: Money and Assault

continued

Conditions

The following Conditions apply to this Section in addition to the General Conditions and Claims Conditions at the front of this policy.

Accompaniment Condition

It is a condition precedent to **Our** liability that whenever **Negotiable Money** is in transit:

- (a) the **Negotiable Money** must be accompanied by not less than:
 - (i) two responsible **Insured Persons** when in excess of £3,000
 - (ii) three responsible **Insured Persons** when in excess of £6,000
- (b) the time of the day and the routes taken must be varied unless otherwise agreed by **Us** in writing or amended by Endorsement to this Section as specified in the **Schedule**.

Records

It is a condition precedent to **Our** liability that **You** keep a complete record of all **Money** held by **You** and deposit that record in a secure place other than in a safe or strongroom containing **Money**.

Safe Keys and Combination Codes

It is a condition precedent to **Our** liability that outside **Business Hours**:

- (a) any safe will be securely locked
- (b) any key and records of a code to the safe will be removed from the **Premises**.

Exclusions

The following Exclusions apply to this Section in addition to the General Exclusions at the front of this policy.

This Section does not cover:

1. clerical or accounting errors or shortages due to error or omission
2. any loss due to the fraud or dishonesty of any director, partner or **Employee** unless the loss is discovered within ten working days of the date of its occurrence
3. loss caused by dishonoured cheques or by the use of counterfeit **Money**
4. loss from any unattended **Vehicle** being any **Vehicle** with no person in charge or keeping the **Vehicle** under observation and able to observe or prevent any attempt by any person to interfere with the **Vehicle**
5. loss from any coin-operated vending, gaming or amusement machine or payphone unless specially agreed as insured and stated in the **Schedule**
6. **Damage** caused by theft or attempted theft occurring outside **Business Hours** to any till or cash register unless its drawer has been left in an open position containing no **Money**
7. loss of **Money** belonging to the Post Office
8. the **Excess** stated in the **Schedule**.

Special Extension - Personal Assault

Cover

We will pay **You** and **Your** legal representative in the event of **Injury** to any **Insured Person** consequent upon robbery or hold up or any attempt thereat in the course of the **Business** and such **Injury** directly and independently of any other cause results within twenty four months in:

1. Death
2. Loss of Limb
3. Loss of Sight
4. Permanent Total Disablement
5. Temporary Total Disablement
6. Temporary Partial Disablement

Our liability will not exceed £25,000.

Our liability will not exceed £250 per week.

Extensions

The following Extensions apply to this Special Extension.

Counselling Costs

If any **Insured Person** sustains **Injury** consequent upon robbery or hold up or any attempt thereat in the course of the **Business** **We** will pay the fees for professional counselling when recommended by a qualified medical practitioner.

Our liability will not exceed:

- (a) £1,000 any one **Insured Person** in total for all claims or series of claims, arising out of any one original cause; and
- (b) £5,000 in total for all **Insured Persons** and in total for all claims or series of claims, arising out of any one original cause.

Medical Expenses

If an **Insured Person** incurs medical expenses as a result of **Injury** consequent upon robbery or hold up or any attempt thereat in the course of the **Business** **We** will pay up to £1,000 in respect of any one **Insured Person**.

Personal Effects

We will pay for **Damage** to clothing and personal effects belonging to an **Insured Person** as a direct result of robbery or hold up or any attempt thereat in the course of the **Business**.

Our liability will not exceed £500 in respect of any one **Insured Person**.

Section 11: Money and Assault

continued

Special Conditions

The following Conditions apply to this Special Extension, in addition to the General Conditions and Claims Conditions at the front of this policy.

Compensation Payment

- (a) Compensation will not be payable for more than one of the following **Death, Loss of Limb, Loss of Sight, Permanent Total Disablement**, in respect of any one **Insured Person**
- (b) Compensation will not be payable for **Temporary Total Disablement**:
 - (i) until the end of the period of disablement but **We** will on request make interim payments at intervals of not less than four weeks
 - (ii) for more than 104 weeks from the date of sustaining **Injury** in respect of any one **Injury**
- (c) The total amount payable as compensation for **Temporary Total Disablement** will be deducted from any subsequent compensation payment for **Death, Loss of Limb, Loss of Sight, Permanent Total Disablement** that follows from the same cause
- (d) The total amount payable as compensation for **Temporary Total Disablement** or **Temporary Partial Disablement** or a combination thereof is payable for a maximum of 104 weeks from the date of commencement of the first of these injuries to occur
- (e) Compensation for **Temporary Total Disablement** or **Temporary Partial Disablement** shall be payable when the total amount has been agreed or at **Your** request at intervals or not less than four weeks (but not in advance) commencing four weeks after receipt of written notice of any **Injury** by **Us**
- (f) Compensation for **Temporary Partial Disablement** is payable at a rate of 25% of the amount payable as compensation for **Temporary Total Disablement**.

Medical Evidence

- (a) In the event of any disablement the **Insured Person** will place themselves under the care of a qualified medical practitioner and as often as required submit to a medical examination on **Our** behalf at **Our** expense
- (b) In the event of Death of an **Insured Person** **We** will be entitled to have a post mortem examination at **Our** expense
- (c) all certificate, information and evidence required by **Us** will be furnished at **Your** expense and in the form and nature as **We** require.

Exclusions

The following Exclusions apply to this Special Extension in addition to the General Exclusions at the front of this policy.

This Section does not cover:

1. illness or disease not resulting from **Injury** or suffering from **Injury** due to any gradually operating cause
2. Death or disablement arising from or attributable to intentional self-injury, provoked assault or wilful exposure to needless peril (except in an attempt to save human life)
3. Death or disablement contributed to or accelerated by the influence of intoxicating liquor or drugs taken by the **Insured Person** (other than for drugs taken under medical supervision unless for the treatment of drug or alcohol addiction) or insanity (whether temporary or otherwise).

Section 12: Goods in Transit

Your Schedule will show if this Section is operative

Definitions

The following Definitions apply to this Section in addition to the General Definitions at the front of this policy and keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.

Property

Merchandise, goods and **Tools** belonging to **You** or for which **You** are responsible, relating to the **Business**.

Territorial Limits

Great Britain, Northern Ireland, the Isle of Man, the Channel Islands and the Republic of Ireland including sea or air transits between these territories.

Tools

Tools, tool kits or test equipment which **You** own or are hired by **You** or used by **You** in connection with the **Business** and for which **You** are responsible.

Transit

(a) **Property** carried on **Vehicles** owned by or operated by **You**.

Whilst the **Property** is being loaded upon, carried by, temporarily housed upon or being unloaded from the **Vehicle** including the use of recognised 'roll-on roll-off' vehicle ferries provided no unloading or reloading of the **Vehicle** is involved and concluding when the **Property** has either been placed at the **Premises** or receipt acknowledged by the consignee.

(b) **Property** transported by a carrier other than **You** by means of road, rail or inland air freight.

Whilst the **Property** is in the custody or control of the carrier until delivered to the consignee's premises and receipt acknowledged or in the case of return transit placed at **Your Premises**.

Cover

We will pay for **Damage** to **Property** whilst in the course of **Transit** within the **Territorial Limits** including whilst loading and unloading.

Our liability will not exceed the amount shown in the **Schedule** for each item.

Extensions

The following Extensions apply to this Section.

Additional Vehicles

We will pay for **Damage** to **Property** in any additional **Vehicle** not specified in the **Schedule** provided that **You** advise **Us** of the acquisition of such additional **Vehicle** within 21 days of its acquisition and pay any additional premium required by **Us**.

Our liability will not exceed £5,000 any one occurrence.

Clothing and Personal Effects

We will pay for **Damage** to clothing and personal effects belonging to the driver or attendant whilst carried in any **Vehicle** which is conveying **Property** in **Transit**, up to an amount not exceeding £500 per person any one occurrence.

Contract Price

In respect of goods sold but not delivered for which **You** are legally responsible and where the sale contract is cancelled by reason of **Damage** then **Our** liability will be based on the contract price. For the purpose of the General Condition Average the sum insured will be calculated on the same basis.

Expenses

We will pay the costs and expenses necessarily and reasonably incurred in:

- (a) the removal of debris and site clearance following **Damage** to the **Property** in **Transit**
- (b) the transfer of the **Property** to another **Vehicle** and its delivery to the original destination or place of collection, following fire, collision or overturning of the **Vehicle** or impact with any object by the **Vehicle**

Our liability will not exceed £10,000 any one occurrence.

Free On Board

We will pay for **Damage** to **Property** occurring during the **Period of Insurance** within the **Territorial Limits** whilst at dockside, airside or temporary warehousing until placed on board the export ship or aircraft provided that **You** are responsible by agreement for the **Property** prior to delivery. Cover applies for a period of up to 30 days from the commencement of **Transit** in respect of any one consignment.

Reloading

We will pay for the additional costs necessarily incurred in reloading any **Property** in **Transit** which has fallen from the conveying **Vehicle** subject to a limit of £5,000 any one occurrence.

Ropes and Sheets

We will pay for **Damage** to tarpaulins, sheets, ropes, chains, straps and packing materials owned by **You** or for which **You** are responsible, whilst being carried in or on any **Vehicle** owned or operated by **You**.

Substitution of Vehicle

We will pay for **Damage** to **Property** in **Transit** arising out of the use of any **Vehicle** substituted by **You** whilst any **Vehicle** is undergoing service or repair, up to an amount not exceeding the sum insured applicable to the **Vehicle** undergoing service or repair.

Travellers Samples

We will pay for **Damage** to travellers samples occurring during the **Period of Insurance** within the **Territorial Limits** whilst:

Section 12: Goods in Transit

continued

- (a) in or on any **Vehicle**
- (b) temporarily removed from a **Vehicle** and kept in a locked room or a locked building provided that the travellers samples remain under the custody or control of **You** or **Your Employee**, partner or director.

Our liability will not exceed £5,000 any one occurrence.

Basis of Claims Settlement Clauses

Maximum Amount Payable

The most **We** will pay in respect of any one occurrence will not exceed the sum insured stated against each item or the total of all sums insured stated against all items insured by this Section as shown in the **Schedule**.

Average

Each item of **Property** insured under this Section is similarly but separately subject to Average as specified in General Condition 4.

Basis of Settlement

The amount payable shall be the value of the **Property** at the time of its **Damage** or at **Our** option the reinstatement or replacement of such **Property** or any part of it.

Conditions

The following Conditions apply to this Section in addition to the General Conditions and Claims Conditions at the front of this policy.

Additional Claims Condition

In the case of **Transit** by a carrier other than **You** by road, rail or inland air freight or by post, immediately **You** become aware of any occurrence that may give rise to a claim under this Section, **You** shall take all practicable steps to notify the carrier concerned of any **Damage** within the time limits for notification of claims stipulated in the applicable conditions of carriage or contract.

Motor Vehicles

It is a condition precedent to **Our** liability that:

- (a) all **Vehicles** owned or operated by **You** are maintained and kept in a good state of repair and in efficient roadworthy condition and loaded in a safe and appropriate manner
- (b) **You** comply with **Our** requests for the installation of any further protections to any **Vehicle** if specified.

Security

It is a condition precedent to **Our** liability that all keys to any unattended **Vehicle** owned or operated by **You** are removed from such **Vehicle** to a place of safety whenever the **Vehicle** is left loaded.

Exclusions

The following Exclusions apply to this Section in addition to the General Exclusions at the front of this policy.

This Section does not cover:

1. claims in respect of or arising out of:
 - (a) depreciation, delay, inadequate documentation, loss of market or consequential loss
 - (b) breakage of china, glass or other brittle articles unless caused by fire, theft or an accident involving the **Vehicle**
 - (c) the carriage of livestock or other living creatures, organisms or cultures
 - (d) the carriage of explosives or other dangerous goods
 - (e) **Property** carried by **You** for hire or reward
2. **Damage** to:
 - (a) jewellery or watches
 - (b) precious metals, precious stones or articles composed of such materials
 - (c) wines, spirits, perfumes, tobacco products
 - (d) deeds, documents, manuscripts, business books, plans and designs
 - (e) computer equipment
 - (f) bullion, furs, works of art, **Money**unless specifically mentioned as insured by this Section
3. **Damage** due to:
 - (a) wear and tear
 - (b) breakdown of refrigeration and/or insufficient insulation
 - (c) marring, scratching or denting, mechanical or electrical defect, failure, breakdown or derangement
 - (d) any gradually operating cause, including (but not restricted to) atmospheric or climatic conditions, dry or wet rot, fungus, rust, corrosion, woodworm, moths, insects, vermin or pests
 - (e) leakage, spillage, contamination or deterioration unless caused by fire, theft or an accident involving the **Vehicle**
 - (f) defective or inadequate packing or labelling
4. In respect of any **Vehicle**:
 - (a) **Damage** by theft or attempted theft from any unattended **Vehicle**, being any **Vehicle** with no person in charge or keeping the **Vehicle** under observation and able to observe or prevent any attempt by any person to interfere with the **Vehicle**, unless:

Section 12: Goods in Transit

continued

- (i) all windows and other openings have been closed, all doors have been secured and any other protective devices including but not limited to alarms and immobilisers have been put into full and effective operation and
- (ii) **Overnight** or after the completion of any **Working Day of the Driver**:
 1. the **Vehicle** it is contained in a securely locked building and there is evidence of forcible and violent entry to or exit from the building, or
 2. the **Vehicle** has an automatically setting security alarm which:
 - (a) was installed and certified by a Thatcham Research recognised installer or former Vehicle Security Installation Board accredited installer and
 - (b) complies with Thatcham Security Certification Category 1 or with BS6803 and
 - (c) is powered by its own battery and
 - (d) includes protection which covers the rear door of the **Vehicle**
- (b) **Damage to Property** conveyed in any soft or open topped or soft or open sided **Vehicle** caused by:
 - (i) theft or attempted theft unless caused by or arising from theft or attempted theft of the conveying **Vehicle**
 - (ii) storm, tempest or flood or malicious damage
- 5. **Damage** by theft or attempted theft from an unattended building unless all security devices are put into full and effective operation and such theft or attempted theft involves forcible and violent entry to or exit from the building
- 6. losses not directly associated with the incident that caused **You** to claim
- 7. the **Excess** stated in the **Schedule**.

Section 13: Specified All Risks

Your Schedule will show if this Section is operative

Cover

We will pay for **Damage** to the property specified in the **Schedule** under this Section occurring at the **Premises** or elsewhere as specified in the **Schedule**.

Extensions

The following **Extensions** apply to this Section.

Index Linking

The sum insured specified in the **Schedule** will be adjusted at monthly intervals in accordance with fluctuations in suitable indices of cost. This adjustment will continue after any **Damage** if the repairs or reinstatement are done without delay.

We will not charge any extra premium during the **Period of Insurance** but at the end of the period We will calculate the renewal premium based on the revised sum insured.

Non-Invalidation

The insurance by this Section, other than in respect of **Damage** by theft or any attempt thereat, will not be invalidated by any act or omission or by any alteration unknown to **You** and beyond **Your** control whereby the risk of **Damage** is increased provided that as soon as **You** become aware of any such act or omission or alteration **You** will give immediate written notice to **Us** and pay any additional premium required.

Subrogation Waiver

In the event of a claim arising under this Section We agree to waive any rights remedies or relief to which We may become entitled by subrogation against:

- (a) any company standing in the relation of Parent to Subsidiary or Subsidiary to Parent to **You** as defined in the Companies Act or Companies (N.I.) Order as appropriate current at the time of the **Damage**
- (b) any company which is a Subsidiary of a Parent Company of which **You** are yourself a Subsidiary in each case within the meaning of the Companies Act or Companies (N.I.) Order as appropriate current at the time of the **Damage**.

Vending Machines

In respect of any vending machine specified in the **Schedule**, the insurance provided by this Section extends to include the contents (other than cash) of such machine provided that:

- (a) **Damage** to such contents occurs at the same time as **Damage** to the machine itself; and
- (b) **Our** liability will not exceed £100 any one occurrence.

Basis of Settlement Clauses

Average

Each item of property insured under this Section is similarly but separately subject to Average as specified in General Condition 4.

Basis of Claims Settlement

In the event of **Damage** to property insured by this section We will pay the cost of repairing or replacing the property equal to its condition when new provided that:

- (a) this is carried out without delay and in the most economical manner
- (b) when property is subject to partial **Damage** **Our** liability will not exceed the estimated replacement cost which would have been payable had it been wholly lost or destroyed
- (c) until replacement has been carried out no payment will be made beyond the amount which would be payable if an allowance were made for wear, tear or depreciation.

Maximum Amount Payable

The most We will pay in respect of any one occurrence will not exceed the sum insured shown in **Your Schedule** for any one item adjusted in accordance with Index Linking.

Exclusions

The following **Exclusions** apply to this Section in addition to the **General Exclusions** at the front of this policy.

This Section does not cover:

1. **Damage** caused by or consisting of:
 - (a) wear, tear, depreciation or diminution in value
 - (b) inherent vice, latent defect, defective design, plan or specification or the use of faulty materials
 - (c) faulty or defective workmanship, operational error or omission on the part of **You** or any of **Your Employees**
 - (d) denting, mechanical or electrical defect, failure, breakdown or derangement
 - (e) any gradually operating cause, including (but not restricted to) atmospheric or climatic conditions, dry or wet rot, fungus, rust, corrosion, woodworm, moths, insects, vermin or pests, marring or scratching
 - (f) any process involving heating, drying, cleaning, dyeing, staining, repairing, restoring, renovating, fitting, installation, testing, commissioning, alteration or maintenance of any property
 - (g) use of any article contrary to manufacturers' instructions
 - (h) storm or flood unless the property is contained in an enclosed vehicle or in a building
 - (i) change in temperature, colour, flavour, texture or finish

Section 13: Specified All Risks

continued

2. Damage by theft or attempted theft:

- (a) to any property away from the **Premises** unless:
 - (i) the property is in **Your** personal custody or the personal custody of any partner, director or **Employee of Yours** or
 - (ii) contained in a securely locked or occupied building and involves forcible and violent entry to or exit from the building or assault, violence or threat thereof towards **You, Your** partners, directors or **Employee**
- (b) from any unattended building unless all security devices are put into full and effective operation and such theft or attempted theft involves forcible and violent entry to or exit from the building
- (c) from any unattended **Vehicle** being any **Vehicle** with no person in charge or keeping the **Vehicle** under observation and able to observe or prevent any attempt by any person to interfere with the **Vehicle** unless:
 - (i) all windows and other openings have been closed, all doors have been secured and any other protective devices including but not limited to alarms and immobilisers have been put into full and effective operation and
 - (ii) any property insured by this Section is secured in the locked boot, storage compartment or closed glove compartment; (the luggage space at the rear of an estate car or hatchback under the top cover and out of view is deemed to be a locked boot) and
 - (iii) **Overnight** or after the completion of any **Working Day of the Driver**:
 - 1. the **Vehicle** it is contained in a securely locked building and there is evidence of forcible and violent entry to or exit from the building, or
 - 2. the **Vehicle** has an automatically setting security alarm which:
 - (a) was installed and certified by a Thatcham Research recognised installer or former Vehicle Security Installation Board accredited installer and
 - (b) complies with Thatcham Security Certification Category 1 or with BS6803 and
 - (c) is powered by its own battery and
 - (d) includes protection which covers the rear door of the **Vehicle**

3. breakage of brittle articles unless forming part of photographic equipment

- 4. losses not directly associated with the incident that caused **You** to claim
- 5. the **Excess** stated in the **Schedule**.

Section 14: Commercial Legal Expenses

Your Schedule will show if this Section is operative

Welcome to DAS

The insurance provided under this Section is administered and underwritten by DAS Legal Expenses Insurance Company Limited ('DAS'). The legal advice service is provided by DAS Law Limited and/or a **Preferred Law Firm** on behalf of **DAS**.

For the purposes of this Section only this insurance is a contract between **You** and **DAS**.

To make sure that **You** get the most from **Your DAS** cover, please take time to read this Section which explains the contract between **You** and **Us**. Please take extra care in following the procedures throughout the policy and in particular those applying to insured incident Employment Disputes and Compensation Awards cover.

How this Section of Your policy can help

Please find below information about the services this Section of **Your** policy offers and details of how to make a claim.

If **You** wish to speak to **Us** about:

- **Legal Advice** – **You** can get telephone legal advice on any legal issue affecting **Your Business**.
- **Insurance Claims** – **You** can report a claim 24/7.
- **Tax Advice** – dedicated tax advisers can provide advice on tax issues affecting **Your Business**.

Please phone **Us** on **0330 024 2364**. **We** will ask **You** about **Your** legal issue and if necessary call **You** back to deal with **Your** query.

Reporting a Claim

Important Information

Please do not ask for help from a lawyer, accountant or anyone else before **We** have agreed that **You** should do so. If **You** do, **We** will not pay the costs involved even if **We** accept the claim.

Report Your Claim

- Call **Us** on **0330 024 2364**, available 24 hours a day, 7 days a week
- Have **Your** policy number ready and **We**'ll ask **You** about **Your** claim

We will assess the Claim

To check **Your** claim is covered by **Your** policy

And, if it is, **We** will send it to a lawyer who specialises in **Your** type of claim

The Lawyer will

- Assess **Your** case and tell **You** how likely it is **You** will win

If You are more likely than not to win, the Lawyer will

- Manage the case from start to finish

Please note this is an overview of the claims process for guidance purposes only. **Our** claims handlers can answer any questions **You** may have when they receive **Your** claim, alternatively **You** can visit www.das.co.uk/legal-protection/how-to-claim

Employment Manual

The DAS Employment Manual offers comprehensive, up to date guidance on rapidly changing employment law. To view it, please visit www.dasinsurance.co.uk/employment-manual. If **You**'d like notifications of when updates are made to the Employment Manual, please email **Us** at employmentmanual@das.co.uk and quote **TS5/6917270**.

DAS Business Law

Using www.dasbusinesslaw.co.uk **You** can create ready-to-sign contracts, agreements and letters in minutes. Developed by solicitors and tailored by **You** using **Our** smart document builders.

The service also provides useful tools, articles and information on matters such as new legislation, employment issues, property law and taxation all regularly updated by legal experts to help **You** keep **Your Business** one step ahead.

Register using the following code which will provide **You** with access to a range of free documents: **DASBCOV100**

If **You** experience any problems accessing the service, please email details of **Your** problem to businesslaw@das.co.uk with **Your** policy number in the subject box.

Definitions

The following Definitions apply to this Section in addition to the General Definitions at the front of this policy and keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.

Appointed Representative

The **Preferred Law Firm**, law firm, tax consultancy, accountant or other suitably qualified person **We** will appoint to act on the **Insured Person's** behalf.

Costs and Expenses

- (a) All reasonable proportionate and necessary costs chargeable by the **Appointed Representative** and agreed by **Us** in accordance with the **DAS Standard Terms of Appointment**
- (b) The costs incurred by opponents in civil cases if the **Insured Person** has been ordered to pay them, or the **Insured Person** pays them with **Our** agreement.

Countries Covered

- (a) For insured incidents Legal Defence (excluding 5. Statutory Notice Appeals and 7. Disciplinary Hearings), and Personal Injury:

The United Kingdom of Great Britain and Northern Ireland, the European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Gibraltar, Iceland, Liechtenstein,

Section 14: Commercial Legal Expenses

continued

Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey

(b) For all other insured incidents:

The United Kingdom of Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

DAS Standard Terms of Appointment

The terms and conditions (including the amount **We** will pay to an **Appointed Representative**) that apply to the relevant type of claim, which could include a conditional fee agreement (no win, no fee). Where a law firm is acting on **Your** behalf the amount **We** will pay is currently £100 per hour. This amount may vary from time to time.

Date of Occurrence

- (a)** For civil cases (other than as specified under **(c)** to **(f)** below), the date of the event that leads to a claim. If there is more than one event arising at different times from the same originating cause, the Date of Occurrence is the date of the first of these events. (This is the date the event happened, which may be before the date **You** or an **Insured Person** first became aware of it.)
- (b)** For criminal cases, the date the **Insured Person** began, or is alleged to have begun to break the law
- (c)** For insured incident Statutory Licence Appeal, the date when **You** first became aware of the proposal by the relevant licensing or regulatory authority to suspend, alter the terms of, refuse to renew or cancel **Your** licence, mandatory registration or British Standard Certificate of Registration
- (d)** For insured incident Tax Protection, the date when HM Revenue & Customs, or the relevant authority, first notifies **You** of its intention to carry out an enquiry. For **VAT Dispute** or **Employer Compliance Disputes**, the date the dispute arises during the **Period of Insurance** following the issue of an assessment, written decision or notice of a civil penalty
- (e)** For insured incident Legal Defence 5. Statutory Notice Appeals, the date when the **Insured Person** is issued with the relevant notice and has the right to appeal
- (f)** For insured incident Legal Defence 7. Disciplinary Hearings, the date the **Insured Person** first became aware of the formal investigation or disciplinary hearing against them.

Employer Compliance Dispute

A dispute with HM Revenue & Customs concerning **Your** compliance with Pay As You Earn, Social Security, Construction Industry or IR35 legislation and regulations.

Insured Person

You and the directors, partners, managers, **Employees** and any other individuals declared to **Us** by **You**.

Period of Insurance

The period for which **We** have agreed to cover the **Insured Person** and for which **We** have accepted the premium.

Preferred Law Firm or Tax Consultancy

A law firm, barrister chambers or tax expert **We** choose to provide legal or other services. These specialists are chosen as they have the proven expertise to deal with the **Insured Person's** claim and must comply with **Our** agreed service standard levels, which **We** audit regularly. They are appointed according to the **DAS Standard Terms of Appointment**.

Reasonable Prospects

- (a)** For civil cases, the prospects that the **Insured Person** will recover losses or damages or a reduction in tax or National Insurance liabilities (or obtain any other legal remedy that **We** have agreed to, including an enforcement of judgment), make a successful defence or make a successful appeal or defence of an appeal, must be at least 51%. A **Preferred Law Firm** or tax consultancy on **Our** behalf, will assess whether there are reasonable prospects
- (b)** For criminal cases there is no requirement for there to be prospects of a successful outcome
- (c)** For civil and criminal appeals the prospects of a successful outcome must be at least 51%.

Tax Enquiry

A written notice of enquiry, issued by HM Revenue & Customs, to carry out an Income Tax or Corporation Tax compliance check which either:

- (a)** includes a request to examine any aspect of **Your** books and records; or
- (b)** advises of a check of **Your** whole tax return.

VAT Dispute

A dispute with HM Revenue & Customs following the issue of an assessment, written decision or notice of a civil penalty relating to **Your** VAT affairs.

We, Us, Our, DAS

DAS Legal Expenses Insurance Company Limited.

Our Agreement

We agree to provide the insurance described in this Section for **You** (or where specified, the **Insured Person**) in respect of any insured incident arising in connection with the **Business** shown in the **Schedule**, in return for payment of the premium and subject to the terms, conditions, exclusions and limitations set out in this Section provided that:

- (a)** **Reasonable Prospects** exist for the duration of the claim
- (b)** the **Date of Occurrence** of the insured incident is during the **Period of Insurance**, or
- (c)** during the currency of a previous equivalent legal expenses insurance policy, provided that:
 - (i)** the previous legal expenses insurance policy required **You** to report claims during its currency

Section 14: Commercial Legal Expenses

continued

- (ii) **You** could not have notified a claim previously as **You** could not have reasonably been aware of the insured incident
 - (iii) cover has been continuously maintained in force
 - (iv) any claim that should have been covered under a previously operative legal expenses insurance policy will not be covered by **Us**, and
 - (v) the available limit of indemnity shall be limited to the lesser of the sums payable under this or **Your** previous policy
- (d) any legal proceedings will be dealt with by a court, or other body which **We** agree to, within the **Countries Covered**, and
- (e) the insured incident happens within the **Countries Covered**.

What We will pay

We will pay an **Appointed Representative**, on **Your** behalf, **Costs and Expenses** incurred following an insured incident, and any compensation awards that **We** have agreed to, provided that:

1. the most **We** will pay for all claims resulting from one or more event arising at the same time or from the same originating cause, for **Costs and Expenses** and compensation awards claims, is shown as the Limit of Liability in the policy **Schedule**
2. the most **We** will pay for the total of all compensation awards under insured incident Employment Disputes and Compensation Awards 2. Compensation Awards in any one **Period of Insurance** shall not exceed £1,000,000
3. the most **We** will pay in **Costs and Expenses** is no more than the amount **We** would have paid to a **Preferred Law Firm** or tax consultancy. The amount **We** will pay a law firm (where acting as an **Appointed Representative**) is currently £100 per hour. This amount may vary from time to time
4. in respect of an appeal or the defence of an appeal, **You** must tell **Us** within the statutory time limits allowed that **You** want to appeal. Before **We** pay the **Costs and Expenses** for appeals, **We** must agree that **Reasonable Prospects** exist
5. for an enforcement of judgment to recover money and interest due to **You** after a successful claim under this Section **We** must agree that **Reasonable Prospects** exist
6. where an award of damages is the only legal remedy to a dispute and the cost of pursuing legal action is likely to be more than any award of damages, the most **We** will pay in **Costs and Expenses** is the value of the likely award, and
7. in respect of insured incident Legal Defence 6. Jury Service and Court Attendance the maximum **We** will pay is the **Insured Person's** net salary or wages for the time that the **Insured Person** is attending court or tribunal, less any amount **You**, the court or tribunal pays.

What We will not pay

1. In the event of a claim, if **You** decide not to use the services of a **Preferred Law Firm** or tax consultancy, **You** will be responsible

for any costs that fall outside the **DAS Standard Terms of Appointment** and these will not be paid by **Us**.

2. If **You** are registered for VAT **We** will not pay the VAT element of any **Costs and Expenses**.
3. The first £500 of any contract dispute claim where the amount in dispute exceeds £5,000 (including VAT). If **You** are using a **Preferred Law Firm**, **You** will be asked to pay this within 21 days of **Your** claim having been assessed as having **Reasonable Prospects**. If **You** are using **Your** own law firm, this will be within 21 days of their appointment (following confirmation **Your** claim has **Reasonable Prospects**). If **You** do not pay this amount the cover for **Your** claim could be withdrawn.

Insured Incidents

Employment Disputes and Compensation Awards

1. Employment Disputes

Costs and Expenses to defend **Your** legal rights:

- (a) before the issue of legal proceedings in a court or tribunal:
 - (i) following the dismissal of an **Employee**; or
 - (ii) where an **Employee** or ex-**Employee** has contacted ACAS ('Advisory, Conciliation and Arbitration Service') to commence the Early Conciliation procedure; or
- (b) in unfair dismissal disputes under the ACAS Arbitration Scheme; or
- (c) in legal proceedings in respect of any dispute relating to:
 - (i) a contract of employment with **You**; or
 - (ii) an alleged breach of the statutory rights of an **Employee**, ex-**Employee** or prospective **Employee** under employment legislation.

We will not pay for any claim relating to the following:

1. unless equivalent legal expenses insurance was continuously in force immediately prior to the inception of this Section:
 - (a) any dispute where the originating cause of action arises within the first 90 days of the commencement of this Section;
 - (b) any dispute with an **Employee** who was subject to a written or oral warning (formal or informal) within 180 days immediately preceding the inception date of this Section if the **Date of Occurrence** was within the first 180 days of the commencement of this Section and the dispute relates directly to the same matter(s) which gave rise to that warning;
 - (c) any notice of redundancy or alleged redundancy or unfair selection for redundancy arising within the first 180 days of the commencement of this Section.
2. damages for personal injury.
3. Pursuing **Your** legal rights.
4. **Employee** internal disciplinary or grievance procedures.

Section 14: Commercial Legal Expenses

continued

2. Compensation Awards

We will pay:

- (a) any basic and compensatory award; and/or
- (b) an order for compensation or damages following a breach of **Your** statutory duties under employment legislation in respect of a claim **We** have accepted under insured incident 1 Employment Disputes.

Provided that:

- (a) in cases relating to performance and/or conduct, **You** have throughout the employment dispute either:
 - (i) followed the ACAS Code of Disciplinary and Grievance Procedures; or
 - (ii) followed equivalent codes of practice issued by the Labour Relations Agency in Northern Ireland; or
 - (iii) sought and followed advice from **Our** legal advice service (telephone **0330 024 2364**).
- (b) for an order of compensation following **Your** breach of statutory duty under employment legislation **You** have at all times sought and followed advice from **Our** legal advice service since the date when **You** should have known about the employment dispute (telephone **0330 024 2364**)
- (c) for any compensation award for redundancy or alleged redundancy or unfair selection for redundancy, **You** have sought and followed advice from **Our** legal advice service before starting any redundancy process or procedure with **Your Employees** (telephone **0330 024 2364**)
- (d) any sum of money in settlement of a dispute is awarded by a court, tribunal or through the ACAS Arbitration Scheme, under a judgment made after full argument and otherwise than by consent or default, or is payable under settlement approved in writing in advance by **Us**.

Please note that the total amount payable by **Us** for all compensation awards and sums of money in settlement of a dispute, in aggregate and in any one **Period of Insurance** is £1,000,000.

We will not pay for any claim relating to the following:

1. Any compensation award relating to the following:
 - (a) trade union activities, trade union membership or non-membership;
 - (b) pregnancy or maternity rights, paternity, parental or adoption rights;
 - (c) health and safety related dismissals brought under section 44 of the Employment Rights Act 1996;
 - (d) statutory rights in relation to trustees of occupational pension schemes.
2. Non-payment of money due under a contract.
3. Any award ordered because **You** have failed to provide relevant records to **Employees** under National Minimum Wage legislation.
4. A compensation award or increase in a compensation Award relating to failure to comply with a current or previous recommendation made by a tribunal.

5. A settlement agreed and payable following conciliation under the ACAS Early Conciliation procedure.

3. Employee Civil Legal Defence

Costs and Expenses to defend the **Insured Person's** (other than **Your**) legal rights if an event arising from their work as an **Employee** leads to civil action being taken against them:

- (a) under legislation for unlawful discrimination; or
- (b) as trustee of a pension fund set up for the benefit of **Your Employees**.

Please note that **We** will only provide cover for an **Insured Person** (other than **You**) at **Your** request.

4. Service Occupancy

Costs and Expenses to recover possession of premises owned by **You**, or for which **You** are responsible, from **Your Employee** or ex-**Employee**.

We will not pay for any claim relating to defending **Your** legal rights other than defending a counter-claim that is an Insured Incident under this Section.

Legal Defence

Costs and Expenses to defend the **Insured Person's** legal rights: (provided that for each of the following sections of Legal Defence cover **1-7 You** request **Us** to provide cover for the **Insured Person**.)

1. Criminal Pre-Proceedings Cover

Prior to the issue of legal proceedings, when dealing with the Police, Health and Safety Executive and/or Local Authority Health and Safety Enforcement Officer where it is alleged that the **Insured Person** has or may have committed a criminal offence.

Provided that, for claims relating to the Health and Safety at Work etc Act 1974 the **Countries Covered** shall be any place where the Act applies.

Please note **We** will only cover criminal investigations and/or prosecutions which arise in direct connection with the activities of the **Business** shown in the **Schedule**. Please see **Our Agreement**, page 67

We will not pay for any claim relating to:

1. any criminal investigation or enquiry by, with or on behalf of HM Revenue & Customs
2. investigations due to alleged infringement of road traffic laws or regulations in connection with the ownership, driving or use of a motor vehicle.

2. Criminal Prosecution Defence

Following an event which leads to the **Insured Person** being prosecuted in a court of criminal jurisdiction.

Provided that, for claims relating to the Health and Safety at Work etc Act 1974 the **Countries Covered** shall be any place where the Act applies.

Section 14: Commercial Legal Expenses

continued

We will not pay for a claim relating to prosecution due to alleged infringement of road traffic laws or regulations in connection with the ownership, driving or use of a motor vehicle.

Please note **We** will only cover criminal investigations and/or prosecutions which arise in direct connection with the activities of the **Business** shown in the **Schedule**. Please see **Our Agreement**, page 67.

3. Data Protection

If civil action is taken against the **Insured Person** for compensation under data protection legislation, when handling personal data in their capacity as a data controller and/or a data processor by;

- (a) An individual. **We** will also pay any compensation award in respect of such a claim.
- (b) A data controller and/or data processor, which arises out of, or relates to, a claim made by an individual for compensation against that data controller and/or data processor. Please note **We** will not pay any compensation award in respect of such a claim.

Provided that:

In respect of **3(a)** any sum of money in settlement of a dispute is awarded by a court under a judgment made after full argument and otherwise than by consent or default, or is payable under settlement approved in advance by **Us**.

Please note that **We** will not cover the cost of fines imposed by the Information Commissioner, or any other regulatory and/or criminal body. Please see Section Exclusion 3, page 73.

We will not pay for any claim relating the following:

1. the loss, alteration, corruption or distortion of, or damage to stored personal data, or
2. a reduction in the functionality, availability, or operation of stored personal data

resulting from hacking (unauthorised access), malicious or negligent transfer (electronic or otherwise) of a computer program that contains any malicious or damaging code, computer virus or similar mechanism.

4. Wrongful Arrest

If civil action is taken against the **Insured Person** for wrongful arrest in respect of an accusation of theft alleged to have been carried out during the **Period of Insurance**.

5. Statutory Notice Appeals

In an appeal against the imposition or terms of any statutory notice issued under legislation affecting **Your Business**.

We will not pay for:

1. an appeal against the imposition or terms of any statutory notice issued in connection with **Your** licence, mandatory registration or British Standard Certificate of Registration
2. a statutory notice issued by an **Insured Person's** regulatory or governing body.

6. Jury Service and Court Attendance

An **Insured Person's** absence from work:

- (a) to perform jury service
- (b) to attend any court or tribunal at the request of the **Appointed Representative**.

The maximum **We** will pay is the **Insured Person's** net salary or wages for the time that they are absent from work less any amount **You**, the court or tribunal, have paid them. **We** will not pay for any claim if **You** or the **Insured Person** are unable to prove the loss.

7. Disciplinary Hearings

If an event results in a disciplinary case brought against the **Insured Person** by the relevant authority.

Statutory Licence Appeal

Costs and Expenses for:

An appeal to the relevant statutory or regulatory authority, court or tribunal following a decision by a licensing or regulatory authority to suspend, or alter the terms of, or refuse to renew, or cancel **Your** licence, mandatory registration or British Standard Certificate of Registration.

We will not pay for any claim relating to:

1. the original application or application for renewal of a statutory licence, mandatory registration or British Standard Certificate of Registration
2. the ownership, driving or use of a motor vehicle.

Contract Disputes

Costs and Expenses for:

A contractual dispute arising from an agreement or an alleged agreement which has been entered into by **You** or on **Your** behalf for the purchase, hire, sale or provision of goods or of services.

Provided that:

- (a) the amount in dispute exceeds £500 (incl VAT). If the amount in dispute exceeds £5,000 (incl VAT) **You** must pay the first £500 of any claim. If **You** are using a **Preferred Law Firm**, **You** will be asked to pay this within 21 days of **Your** claim having been assessed as having **Reasonable Prospects**. If **You** are using **Your** own law firm, this will be within 21 days of their appointment (following confirmation **Your** claim has **Reasonable Prospects**). If **You** do not pay this amount the cover of **Your** claim could be withdrawn.
- (b) if the amount in dispute is payable in instalments, the instalments due and payable at the time of making the claim exceed £500 (incl VAT)
- (c) if the dispute relates to money owed to **You**, a claim under this Section is made within 90 days of the money becoming due and payable.

Section 14: Commercial Legal Expenses

continued

We will not pay for a claim relating to the following:

- (a)** a dispute arising from an agreement entered into prior to the start of cover under this section if the **Date of Occurrence** is within the first 90 days of the cover provided by this Section, unless equivalent legal expenses insurance was in force immediately before
- (a)** a dispute relating to an insurance policy, other than when **Your** insurer refuses **Your** claim
(b) the sale, purchase, terms of a lease, licence, or tenancy of land or buildings. However, **We** will cover a dispute with a professional adviser in connection with these matters
(c) a loan, mortgage, pension, guarantee or any other financial product. However, **We** will cover a dispute with a professional adviser in connection with these matters
(d) a motor vehicle owned by, or hired or leased to **You** other than agreements relating to the sale of motor vehicles where **You** are engaged in the business of selling motor vehicles
- a dispute with an **Employee** or ex-**Employee** which arises out of, or relates to, a contract of employment with **You**. (Please refer to insured incident Employment Disputes and Compensation Awards.)
- a dispute which arises out of the:
(a) sale or provision of computer hardware, software, systems or services; or
(b) the purchase or hire of computer hardware, software, systems or services tailored by a supplier to **Your** own specification
- a dispute arising from a breach or alleged breach of professional duty by an **Insured Person**
- the recovery of money and interest due from another party, other than disputes where the other party indicates that a defence exists.

Tenancy Disputes

A civil dispute between **You** and **Your** landlord relating to premises leased or rented to **You**.

We will not pay for any claim relating to:

- the negotiation, review or renewal of the lease or tenancy agreement.
- a dispute arising from rent or service charges.

Debt Recovery

Costs and Expenses for:

A dispute relating to the recovery of money and interest due from the sale or provision of goods or services, including enforcement of judgments.

Provided that:

- (a)** the debt exceeds £500 (incl VAT)
- (b)** a claim is made within 90 days of the money becoming due and payable

- (c)** **We** have the right to select the method of enforcement, or to forego enforcing judgment if **We** are not satisfied that there are, or will be, sufficient assets available to satisfy judgment.

We will not pay for a claim relating to the following:

- any debt arising from an agreement entered into prior to the start of the cover if the debt is due within the first 90 days of the cover provided by the Section, unless equivalent legal expenses insurance was in force immediately before
- (a)** the settlement payable under an insurance policy
(b) the sale, purchase, terms of a lease, licence, or tenancy of land or buildings
(c) a loan, mortgage, pension, guarantee or any other financial product. However, **We** will cover a dispute with a professional adviser in connection with these matters
(d) a motor vehicle owned by, or hired or leased to **You** other than agreements relating to the sale of motor vehicles where **You** are engaged in the business of selling motor vehicles
- a dispute which arises out of the supply, hire, sale or provision of computer hardware, software, systems or services
- the recovery of money and interest due from another party where the other party indicates that a defence exists
- any dispute which arises from debts **You** have purchased from a third party.

Property Protection

Costs and Expenses for:

A civil dispute relating to physical property which is owned by **You**, or is **Your** responsibility following:

- (a)** any event which causes physical damage to such physical property; or
- (b)** a legal nuisance (meaning any unlawful interference with **Your** use or enjoyment of **Your** land, or some right over, or in connection with it); or
- (c)** a trespass.

Please note that **You** must have, or there must be reasonable prospects of establishing **You** have, the legal ownership or right to the physical property that is the subject of the dispute.

We will not pay for a claim relating to the following:

- a contract **You** have entered into (please refer to insured incident Contract Disputes)
- physical property which is in transit or which is lent or hired out
- goods at premises other than those occupied by **You** unless the goods are at the premises for the purpose of installations or use in work to be carried out by **You**
- mining subsidence
- defending **Your** legal rights but **We** will cover defending a counter-claim that is an insured incident under this Section
- a motor vehicle owned or used by, or hired or leased to an **Insured Person** (other than damage to motor vehicles where **You** are in the business of selling motor vehicles)

Section 14: Commercial Legal Expenses

continued

7. the enforcement of a covenant by or against **You**.

Personal Injury

At **Your** request, **We** will pay **Costs and Expenses** for an **Insured Person's** and their family members' legal rights following a specific or sudden accident that causes the death of, or bodily injury to them.

We will not pay for a claim relating to the following:

1. any illness or bodily injury that happens gradually
2. psychological injury or mental illness unless the condition follows a specific or sudden accident that has caused physical bodily injury
3. defending an **Insured Person's** or their family members' legal rights other than in defending a counter-claim
4. clinical negligence.

Tax Protection

Costs and Expenses for:

- (a) A **Tax Enquiry**
- (b) An **Employer Compliance Dispute**
- (c) A **VAT Dispute**

Provided that:

You have taken reasonable care to ensure that all returns are complete and correct and are submitted within the statutory time limits allowed.

Please note **We** will only cover tax claims which arise in direct connection with the activities of the **Business** shown in the **Schedule**. Please see **Our Agreement** on page 65.

We will not pay for a claim relating to the following:

1. a tax avoidance scheme.
2. any failure to register for Value Added Tax or Pay As You Earn.
3. any investigation or enquiries by, with or on behalf of HM Revenue & Customs Special Investigations Section, Special Civil Investigations, Criminal Investigations Unit, Criminal Taxes Unit, under Public Notice 160 or by the Revenue & Customs Prosecution Office.
4. any claim relating to import or excise duties and import VAT.
5. Any investigation or enquiry by HM Revenue & Customs into alleged dishonesty or alleged criminal offences.

Conditions

The following **Conditions** apply to this Section in addition to the **General Conditions and Claims Conditions at the front of this policy**.

Arbitration

If there is a disagreement about the handling of a claim and it is not resolved through **Our** internal complaints procedure the Financial Ombudsman Service may be able to help. This is a free arbitration service for eligible complaints. (Details available from www.financial-ombudsman.org.uk)

If the dispute is not covered by the Financial Ombudsman Service there is a separate arbitration process available. The arbitrator will be a jointly agreed barrister, solicitor or other suitably qualified person. If there is a disagreement over the choice of arbitrator, **We** will ask the Chartered Institute of Arbitrators to decide. The arbitrator will decide who will pay the costs of the arbitration. For example, costs may be split the parties or one party may pay all the costs.

Assessing and Recovering Costs

- (a) An **Insured Person** must instruct the **Appointed Representative** to have **Costs and Expenses** taxed, assessed or audited if **We** ask for this.
- (b) An **Insured Person** must take every step to recover **Costs and Expenses** and court attendance and jury service expenses that **We** have to pay and must pay **Us** any amounts that are recovered.

Cancelling an Appointed Representatives Appointment

If the **Appointed Representative** refuses to continue acting for an **Insured Person** with good reason or if an **Insured Person** dismisses the **Appointed Representative** without good reason, the cover **We** provide will end at once, unless **We** agree to appoint another **Appointed Representative**.

Cancellation

You may cancel this Section within 14 days of its inception without any premium charge provided that there have been no claims. If a claim has been reported, no refund of premium will be granted. Thereafter **You** may cancel this Section at any time and **You** will be entitled to a return premium for the exact number of days left on the policy provided that there have been no claims reported. If a claim has been reported no return premium will be granted. If **You** cancel the Legal Expenses Insurance Section **You** must contact **Your** broker.

We may cancel this Section at any time provided that **We** give **You** 14 days notice of cancellation and there is a valid reason for doing so. Valid reasons for cancellation include, but are not limited to fraud, dishonesty and any outstanding amount due from **You** in relation to any claim under the Legal Expenses Insurance Section.

Where **We** cancel this Section **We** will provide a return premium for the exact number of days left on the policy provided that there have been no claims reported. If **We** cancel this Section **We** will write to **You** at **Your** address shown in **Our** records.

Expert Opinion

If there is a disagreement between an **Insured Person** and **Us** on the merits of the claim or proceedings, or on a legal principle, **We** may suggest the **Insured Person** obtains at their own expense an opinion on the matter from an independent and appropriate expert. The expert must be approved in advance by **Us** and the cost expressly agreed in writing between the **Insured Person** and **Us**. Subject to this **We** will pay the cost of getting the opinion if the expert's opinion indicates that it is more likely than not that the **Insured Person** will recover damages (or obtain any other legal remedy that **We** have agreed to) or make a successful defence. This does not affect **Your** rights under Section condition - Arbitration.

Section 14: Commercial Legal Expenses

continued

Fraudulent Claims

We will, at Our discretion, void this Section (make it invalid) from the date of claim, or alleged claim, and/or We will not pay the claim if:

- (a) a claim the Insured Person has made to obtain benefit under this Section is fraudulent or intentionally exaggerated, or
- (b) a false declaration or statement is made in support of a claim.

Keeping to the Section Terms

An Insured Person must:

- (a) keep to the terms and conditions of this Section
- (b) take reasonable steps to avoid and prevent claims
- (c) take reasonable steps to avoid incurring unnecessary costs
- (d) send everything We ask for in writing, and
- (e) report to Us full and factual details of any claim as soon as possible and give Us any information We need.

Offers to Settle a Claim

- (a) An Insured Person must tell Us if anyone offers to settle a claim and must not negotiate or agree to any settlement without Our expressed consent
- (b) If an Insured Person does not accept a reasonable offer to settle a claim, We will not pay further Costs and Expenses
- (c) We may decide to pay an Insured Person the reasonable value of the claim that the Insured Person is claiming or is being claimed against them instead of starting or continuing legal action. In these circumstances an Insured Person must allow Us to take over and pursue or settle a claim in their name. An Insured Person must allow Us to pursue at Our own expense and for Our benefit, any claim for compensation against any other person and an Insured Person must give Us all the information and help We need to do so.

Other Insurances

If any claim covered under this Section is also covered by another policy, or would have been covered if this insurance did not exist, We will only pay Our share of the claim even if the other insurer refuses the claim.

Your Representation

- (a) On receiving a claim, if representation is necessary, We will appoint a Preferred Law Firm or tax consultancy as Your Appointed Representative to deal with Your claim. They will try to settle Your claim by negotiation without having to go to court
- (b) If the appointed Preferred Law Firm or tax consultancy cannot negotiate settlement of Your claim and it is necessary to go to court and legal proceedings are issued or there is a conflict of interest, then You may choose a law firm or tax expert to act as the Appointed Representative. We will choose the Appointed Representative to represent You in any proceedings where We are liable to pay a compensation award

- (c) If You choose a law firm as Your Appointed Representative who is not a Preferred Law Firm or tax consultancy, We will give Your choice of law firm the opportunity to act on the same terms as a Preferred Law Firm or tax consultancy. However if they refuse to act on this basis, the most We will pay is the amount We would have paid if they had agreed to the DAS Standard Terms of Appointment. The amount We will pay a law firm (where acting on Your behalf) is currently £100 per hour. This amount may vary from time to time
- (d) The Appointed Representative must co-operate with Us at all times and must keep Us up to date with the progress of the claim.

Your Responsibilities

An Insured Person must:

- (a) co-operate fully with Us and the Appointed Representative;
- (b) give the Appointed Representative any instructions that We ask them to.

Withdrawing Cover

- (a) If an Insured Person settles a claim or withdraws their claim without Our agreement, or does not give suitable instructions to the Appointed Representative, We can withdraw cover and will be entitled to reclaim any Costs and Expenses We have paid.
- (b) If during the course of a claim Reasonable Prospects no longer exist the cover We provide will end at once. We will pay any Costs and Expenses and compensation awards, We have agreed to, up to the date cover was withdrawn.

Exclusions

The following Exclusions apply to this Section in addition to the General Exclusions at the front of this policy.

We will not pay for the following:

1. Any claim reported to Us more than 180 days after the date the Insured Person should have known about the insured incident.
2. Costs and Expenses incurred before Our expressed acceptance.
3. Fines, penalties, compensation or damages which the Insured Person is ordered to pay by a court or other authority, other than compensation awards covered under insured incidents Employment Disputes and Compensation Awards, 2. Compensation Awards and Legal Defence.
4. Legal action an Insured Person takes which We or the Appointed Representative have not agreed to, or where the Insured Person does anything that hinders Us or the Appointed Representative.
5. Any claim relating to patents, copyrights, trademarks, merchandise marks, registered designs, intellectual property, secrecy and confidentiality agreements.

Section 14: Commercial Legal Expenses

continued

6. Any wilful act or omission of an **Insured Person** deliberately intended to cause a claim under this Section.
7. Any claim relating to rights under a franchise or agency agreement entered into by **You**.
8. A dispute with DAS Legal Expenses Insurance Company Limited and/or Covea Insurance plc not otherwise dealt with under Section Condition – Arbitration.
9. Any claim relating to a shareholding or partnership share in the **Business** shown in the **Schedule**.
10. **Costs and Expenses** arising from or relating to judicial review, coroner's inquest or fatal accident inquiry.
11. Any claim where either at the start of, or during the course of a claim:
 - (a) **You** are declared bankrupt
 - (b) **You** have filed a bankruptcy petition
 - (c) **You** have filed a winding-up petition
 - (d) **You** have made an arrangement with **Your** creditors
 - (e) **You** have entered into a deed of arrangement
 - (f) **You** are in liquidation
 - (g) part or all of **Your** affairs or property are in the care or control of a receiver or administrator.
12. Any claim relating to written or verbal remarks that damage the **Insured Person's** reputation.
13. Any claim where an **Insured Person** is not represented by a law firm, barrister or tax expert.

Important Information

Registration and Regulatory Information

This Section is underwritten by DAS Legal Expenses Insurance Company Limited who are registered in England and Wales, Company Number 103274. Website: www.das.co.uk

Head and Registered Office:

DAS Legal Expenses Insurance Company Limited
DAS House
Quay Side
Temple Back
Bristol
BS1 6NH

DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FRN202106) and the Prudential Regulation Authority.

DAS Law Limited are registered in England and Wales, Company Number 5417859. Website: www.daslaw.co.uk

Head and Registered Office:

DAS Law Limited
North Quay
Temple Back
Bristol
BS1 6FL

DAS Law Limited is authorised and regulated by the Solicitors Regulation Authority, registered No 423113.

How to Make a Complaint

We always aim to give **You** a high quality service. If **You** think **We** have let **You** down, **You** can contact **Us** by:

Telephone: **0344 893 9013**

Email: customerrelations@das.co.uk

Post: Customer Relations Department
DAS Legal Expenses Insurance Company Limited
DAS House
Quay Side
Temple Back
Bristol
BS1 6NH

Or by completing **Our** online complaint form at www.das.co.uk/about-das/complaints

Further details of **Our** internal complaint-handling procedures are available on request.

If **You** are not happy with the complaint outcome or if **We** have been unable to respond to **Your** complaint within 8 weeks, **You** may be able to contact the Financial Ombudsman Service for help. This is a free arbitration service for eligible complaints. Details available from www.financial-ombudsman.org.uk.

You can contact them by:

Telephone: **0800 023 4567** (free from mobile phones and landlines) or **0300 123 9123**

Email: complaint.info@financial-ombudsman.org.uk

Post: The Financial Ombudsman Service, Exchange Tower, London, E14 9SR

Further information is available on their website:

www.financial-ombudsman.org.uk Using this service does not affect **Your** right to take legal action.

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS). Compensation from the scheme may be claimed if **We** cannot meet **Our** obligations. This will be dependent on the type of business and the circumstances of the claim. More information on the compensation scheme arrangements can be found on the FSCS website, www.fscs.org.uk.

Section 14: Commercial Legal Expenses

continued

Data Protection

To comply with data protection regulations **We** are committed to processing personal information fairly and transparently. This section is designed to provide a brief understanding of how **We** collect and use this information.

We may collect personal details, including name, address, date of birth, email address and, on occasion, dependent on the type of cover in place has, sensitive information such as medical records. This is for the purpose of managing products and services, and this may include underwriting, claims handling and providing legal advice. **We** will only obtain personal information either directly from you, the third party dealing with your claim or from the authorised partner who sold this policy.

Who We Are

DAS is part of DAS Legal Expenses Insurance Company Limited which is part of DAS UK Holdings Limited (DAS UK Group). The uses of personal data by **Us** and members of the DAS UK Group are covered by **Our** individual company registrations with the Information Commissioner's Office. **DAS** has a Data Protection Officer who can be contacted through dataprotection@das.co.uk.

How We Will Use Your Information

We may need to send personal information to other parties, such as lawyers or other experts, the court, insurance intermediaries, insurance companies, appointed service providers, specialist agencies or other members of the DAS UK Group, so they may contact you for your feedback. If the policy includes legal advice **We** may have to send the information outside of the European Economic Area (EEA) in order to give legal advice on non-European Union law. Dependent on the type of cover in place, the personal information may also be sent outside the EEA so the service provider can administer the claim.

We will take all steps reasonably necessary to ensure the personal data is treated securely and in accordance with this Privacy Notice. Any transfer outside of the EEA will be encrypted using SSL technology.

We will not disclose the personal data to any other person or organisation unless **We** are required to by **Our** legal and regulatory obligations. For example, **We** may use and share the personal data with other organisations and public bodies, including the police and anti-fraud organisations, for the prevention and detection of crime, including fraud and financial sanctions. If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies to prevent fraud and money laundering. Further details explaining how the information held by fraud prevention agencies may be used can be obtained by writing to, or telephoning **DAS**. A copy is also accessible and can be downloaded via **Our** website.

What Is Our Legal Basis For Processing Your Information?

It is necessary for **Us** to use personal information to perform **Our** obligations in accordance with any contract that **We** may have with the person taking out this policy. It is also in **Our** legitimate

interest to use the personal information for the provision of services in relation to any contract that **We** may have with person taking out this policy.

How Long Will Your Information Be Held For?

We will retain the personal data for 7 years. **We** will only retain and use the personal data thereafter as necessary to comply with **Our** legal obligations, resolve disputes, and enforce **Our** agreements. If you no longer want **Us** to use the personal data, please contact **Us** at dataprotection@das.co.uk.

What Are Your Rights?

The following rights are available in relation to the handling of personal data:

- the right to access personal data held
- the right to have inaccuracies corrected for personal data held
- the right to have personal data held erased
- the right to object to direct marketing being conducted based upon personal data held
- the right to restrict the processing for personal data held, including automated decision-making
- the right to data portability for personal data held

Any requests, questions or objections should be made in writing to the Data Protection Officer:-

Data Protection Officer
DAS Legal Expenses Insurance Company Limited
DAS House
Quay Side
Temple Back
Bristol
BS1 6NH

Or via Email: dataprotection@das.co.uk

How To Make a Complaint

If there is any dissatisfaction with the way in which personal data has been processed, the Data Protection Officer can be contacted in the first instance using the details above.

If you remain dissatisfied then the Information Commissioner's Office can be approached directly for a decision. The Information Commissioner can be contacted at:

Information Commissioner's Office
Wycliffe House
Water Lane
Wilmslow
Cheshire
SK9 5AF

www.ico.org.uk

Section 15: Terrorism

Your Schedule will show if this Section is operative

Definitions

The following Definitions apply to this Section in addition to the General Definitions at the front of this policy and keep the same meaning wherever they appear in the Section unless an alternative definition is stated to apply.

Act of Terrorism

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.

Computer System

A computer or other equipment or component or system or item which processes stores transmits or receives **Data**.

Consequential Loss

Loss resulting from interruption of or interference with the **Business** carried on by **You** at the **Premises** in consequence of **Damage** to property used by **You** at the **Premises** for the purpose of the **Business**.

Damage

Loss or destruction of or damage.

Data

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

Any actions or instructions constructed or generated with the ability to **Damage**, interfere with or otherwise affect the availability of networks 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**.

Event

All individual losses arising in respect of a continuous period of 72 hours of which the proximate cause is the same **Act of Terrorism**. The date and time that any such period of 72 hours shall commence shall be set by **Us**.

Hacking

Unauthorised access to any **Computer System** whether **Your** property or not.

Nuclear Installations

Any installation of such class or description as may be prescribed by regulations made by the relevant Secretary of State from time to time by statutory instrument being an installation designed or adapted for:

- (a) the production or use of atomic energy;
- (b) the carrying out of any process which is preparatory or ancillary to the production or use of atomic energy and which involves or is capable of causing the emission of ionizing radiations; or
- (c) the storage, processing or disposal of nuclear fuel or of bulk quantities of other radioactive matter, being matter which has been produced or irradiated in the course of the production of use of nuclear fuel.

Nuclear Reactors

Any plant (including any machinery, equipment or appliance, whether affixed to land or not) designed or adapted for the production of atomic energy by a fission process in which a controlled chain reaction can be maintained without an additional source of neutrons.

Phishing

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

Territorial Limits

England and Wales and Scotland but not the territorial seas adjacent thereto as defined by the Territorial Seas Act 1987.

This shall include the Channel Tunnel up to the frontier with the Republic of France, as set out by the Treaty of Canterbury.

Virus or Similar Mechanism

Program code, programming instruction or any set of instructions constructed with the 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 definition 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.

Cover

We will pay for **Damage** to property within the **Territorial Limits** or **Consequential Loss** arising from an **Act of Terrorism**.

Cover is applicable to the following Sections when shown as insured in **Your Schedule**:

Property Damage, Business Interruption, Specified All Risks, Money and Goods In Transit.

Section 15: Terrorism

continued

Basis of Settlement

The most **We** will pay for any one **Event** and in total in any one **Period of Insurance** will not exceed:

- (a) the total sum insured, or
 - (b) for each item its individual sum insured, or
 - (c) any other limit of liability
- whichever is the less as stated within the applicable Sections shown in the Terrorism Section of **Your Schedule**.

Maximum Period

The **Period of Insurance** provided by this Section shall be to a maximum of 12 months from the Effective Date or Renewal Date of this policy.

Any subsequent period of cover of 12 months, or part thereof, provided by this Section shall be deemed to constitute a separate **Period of Insurance**, provided that:

- (a) no subsequent **Period of Insurance** by this Section shall extend beyond the next Renewal Date of this policy, and
- (b) the renewal premium due in respect of this Section has been paid by **You** and received by **Us**.

Conditions

It is agreed that:

- (a) in any action suit or other proceedings where **We** allege that any **Damage** or **Consequential Loss** is not covered by this policy the burden of proving that such **Damage** or **Consequential Loss** is covered shall be upon **You**
- (b) any long term agreement in place is not applicable to **Terrorism**
- (c) this Section is:
 - (i) not subject to any of the Exclusions specified elsewhere in this policy other than those stated within this Section
 - (ii) subject to all the other terms, limits of liability, definitions, provisos and conditions of this policy (including but not limited to any **Excess** or deductible to be borne by **You**) except as expressly varied hereby.

Exclusions

This Section does not cover **Damage** or **Consequential Loss** directly or indirectly:

1. caused by or contributed to by or arising from or occasioned by or resulting from riot, civil commotion, war, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, rebellion, revolution, insurrection or military or usurped power
2. caused by or contributed to by or arising from or occasioned by or resulting from:

- (a) **Damage** to any **Computer System** or
- (b) any alteration, modification, distortion, erasure or corruption of **Data**

in each case whether **Your** property 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**.

This Exclusion shall not apply in respect of:

- (i) **Damage** which itself results directly (or, solely as regards to (ii) (c) below, indirectly) 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 vessel or vehicle, **Damage** to or movement of buildings or structures, plant or machinery other than any **Computer System**; and
- (ii) comprises:
 - (a) the cost of reinstatement, replacement or repair in respect of **Damage** to **Your** Property; or
 - (b) **Consequential Loss** as a direct result of **Damage** to **Your** Property or as a direct result of denial, prevention or hindrance of access to or use of the **Premises** by reason of an **Act of Terrorism** causing **Damage** to other Property within one mile of the **Premises** to which access is affected; or
 - (c) the amount of loss caused by the cancellation, abandonment, postponement, interruption, curtailment or relocation of an event as a result of **Damage** to **Your** Property and any additional costs or charges reasonably and necessarily paid by **You** to avoid or diminish such loss;

and

- (iii) is not proximately caused by an **Act of Terrorism** in relation to which the relevant organization or any persons acting on behalf of or in connection with that organization are controlled by, acting on behalf of or part of any de jure or de facto government of any nation, country or state.

Section 15: Terrorism

continued

The meaning of Property for the purposes of this Exclusion shall exclude:

- (a) money, currency, electronic cryptographic or virtual currency including Bitcoin or anything similar, negotiable or non-negotiable instruments, financial securities or any other financial instrument of any sort whatever; and
- (b) any **Data**.

Notwithstanding the exclusion of **Data** We will pay **Consequential Loss**:

- (a) directly resulting from **Damage** to Property to the extent that such **Damage** within the meaning of sub-paragraph 2. (ii) directly results from any alteration, modification, distortion, erasure or corruption of **Data**
- (b) as a result of an occurrence of one or more of the events referred to in sub-paragraph 2. (i) results directly or indirectly from any alteration, modification, distortion, erasure or corruption of **Data**

In no other circumstances will any loss or losses directly or indirectly caused by, contributed to by or arising from or occasioned by or resulting from any alteration, modification, distortion, erasure or corruption of **Data** be covered by this Section.

3. in respect of:

- (a) any **Nuclear Installation** or **Nuclear Reactor** and all fixtures and fittings situated thereon and attached thereto and all pipes, wires, cables, drains or other conduits or service media of any description which are affixed or connected to or in any way serve such **Nuclear Installation** or **Nuclear Reactor**
- (b) any property not being a block of flats which is insured in the name of a private individual and is occupied by that individual for residential purposes

Other than:

- (a) flats and houses insured by trustees and sole traders provided they do not occupy any part of the premises as their own private residence
- (b) properties which comprise mixed residential and commercial use provided the commercial element exceeds 20 %
- (c) any property which is insured by or would but for the existence of this policy be insured by any form of transit or aviation or marine policy
- (d) bankers blanket bonds
- (e) any other type of property which is specifically excluded elsewhere in this policy.

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