Policy wording

# Electrical Contractors

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darwin clayton
evolutionary insurance

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Defined terms are **highlighted in bold blue** ▶ see the **Meanings of defined terms section** and the start of each section of cover for their meanings

# Welcome to AXA

Thank **you** for choosing AXA. Please read carefully all documents that **we** have provided and keep them in a safe place.

If **you** have any questions, need anything explaining or believe this contract does not meet **your** needs, please contact **us** or **your** insurance broker.

## Your policy

**Your policy** is divided into a number of sections. The sections of cover that apply are shown under **your** cover summary which is in the schedule. **Your** cover summary contains a list of sections available, but only those shown as 'insured' apply. Where a section does not apply, **your** cover summary will state that it is 'not insured' and this section will not be included within the **policy**.

**Your policy** is a contract of insurance between **you** and **us** and **you** have a duty to make fair presentation of the risk to **us** in accordance with the law.

The **policy** describes the cover for which **we** have accepted **your** premium. The policy wording, schedule and any endorsements must be read together.

**Your policy** is renewable provided **we** agree to accept **your** premium for any subsequent **period of insurance**. A new schedule will be issued for each **period of insurance** showing any changes to **your** cover.

Throughout **your policy**, **we** use defined terms. Defined terms are used to explain what a word means and are highlighted in bold blue print.

Headings have been used for **your** guidance to help **you** understand the cover provided. The headings do not form part of the contract.

Under the heading **What is covered** **we** give information on the insurance provided. This must be read with **What is not covered**, the Policy conditions and any conditions of cover that are applied to each section.

Under the heading **What is not covered** **we** draw **your** attention to what is excluded from **your policy**.

# Important phone numbers

**AXA claims telephone helpline**

| | |
|---|---|
| For liability claims | **0370 900 0867** |
| For new professional indemnity claims | **0345 600 2715** |
| For existing professional indemnity claims | **0844 381 4418** |
| For legal expenses claims | **0330 024 5346** |
| For all other claims | **0345 600 2715/6** |

**Glass replacement service*** **0300 303 2944**

A quick and efficient service available 365 days a year.

**Legal and tax advice**** **0330 024 5346**

**You** can use this Legal helpline service 24 hours a day, seven days a week to discuss any legal or taxation problem which happens in the **policy territories** and during the **period of insurance**. Please quote AXA Commercial when **you** call.

**Lifestyle counselling helpline and Online support service**** **0344 770 1036**

This service can help with a range of problems from practical everyday matters to sensitive or emotional issues.

**Our** specialists will help **you** deal with personal relationship problems, problems with colleagues in the workplace and other issues affecting **your** general wellbeing.

Counsellors and information specialists are also trained to help **you** with practical problems like debt.

The helpline is complemented by a comprehensive online information and support service, through which **you** can access information and advice on a range of issues and problems which often impact on everyday life. Topics are diverse and include relationships, childcare issues, consumer issues, stress, health and fitness.

Information is updated regularly by a team of experienced counsellors and information specialists.

**You** can access the Lifestyle Counselling Helpline on **0344 770 1036** or **you** can access the Online Support Service by visiting www.arclegal.co.uk/carefirst

* The Glass replacement service is provided by an AXA approved glazing and locks provider.
**IMPORTANT INFORMATION:** The Glass replacement service is available for all AXA Commercial policyholders and if **your policy** includes Glass cover, **you** may be able to claim for the replacement costs.

** These helplines are provided by Arc Legal Assistance Ltd and may be serviced by a third party under their management. Arc Legal Assistance Ltd make no additional charge for providing these services.

Arc Legal Assistance Ltd is authorised and regulated by the Financial Conduct Authority. Their Firm Reference Number is 305958.



Defined terms are **highlighted in bold blue** ▶ see the **Meanings of defined terms section** and the start of each section of cover for their meanings

## Making a claim

If **you** need to make a claim, please first check **your policy** to make sure **you** are covered.

For claims under the **Legal expenses section** and the **Professional indemnity section**, please check the conditions relating to claims notification and procedures within those sections.

For claims under any other section, please refer to the **Claims notification condition** and the **Claims procedures condition** of the **Policy conditions** to this section. For claims under the **Business interruption section**, please also refer to the additional **Claims condition** within that section.

Please contact **your** insurance broker who will help **us** deal with **your** claim.

## Making a complaint

If **you** are not happy with the way a claim or any other matter has been dealt with, please read the **Making a complaint section**.

## Data Protection Notice

AXA Insurance UK plc is part of the AXA Group of companies which takes **your** privacy very seriously.

For details of how **we** use the personal information **we** collect from **you** and **your** rights, please view **our** privacy policy at **www.axa.co.uk/privacy-policy**.

If **you** do not have access to the internet, please contact **us** and **we** will send **you** a printed copy.

For details of how Arc Legal Assistance Ltd use the personal information they collect from **you** and **your** rights, please refer to the **Data protection condition** and **Arc's Privacy and Data Protection Notice** in the **Legal expenses section**.

# Meanings of defined terms

These meanings apply throughout **your policy**. If a word or phrase has a defined meaning it will be highlighted in bold blue print and will have the same meaning wherever it is used unless otherwise defined under any section. There may be additional defined meanings in each section.

## Business

Business shown in **your** schedule.

## Excess

First amount of any claim or claims, for which **you** are responsible.

## Period of insurance

Period from the start date to the expiry date of **your** cover shown in **your** schedule.

## Policy

The policy wording and schedule and any endorsements attached or issued.

## Policy territories

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

## We/us/our

AXA Insurance UK plc.

## You/your/yours/yourself

Person, persons, firm, company or organisation shown in your schedule as The insured.



Defined terms are **highlighted in bold blue** ▶ see the **Meanings of defined terms section** and the start of each section of cover for their meanings

# Policy conditions

**You** must comply with the following conditions to have the full protection of **your policy**. If **you** do not comply then **we** may at **our** option take one or more of the following actions

1 Cancel **your policy**

2 Declare **your policy** void (treating **your policy** as if it had never existed)

3 Change the terms of **your policy**

4 Refuse to deal with all or part of any claim or reduce the amount of any claim payments.

If **you** are unsure about these conditions or whether **you** need to notify **us** about any matter, please contact **us** or **your** insurance broker.

## Cancellation condition

1 **You** may cancel **your policy** within 14 days of receiving **your policy** at inception and within 14 days of renewal, if for any reason **you** are dissatisfied or the **policy** does not meet **your** requirements.

2 **You** may cancel **your policy** at any time if the **business** is sold by **you** or **you** cease trading or **you** sell all the property insured shown in **your** schedule.

3 **We** can cancel **your policy**

- a if **you** fail to make payment; or
- b at any time by giving 30 days' written notice to **your** last known address.

Where **your policy** is cancelled in accordance with any of the above provisions, **we** will refund part of the premium paid, proportionate to the unexpired **period of insurance** following cancellation, provided that no claim has been paid or is outstanding in the current **period of insurance**.

Cancellation of **your policy** will not affect any claims or rights **you** or **we** may have before the date of cancellation.

**We** do not have to offer renewal of **your policy** and cover will cease on the expiry date.

## Change in risk condition

**You** must tell **us** as soon as possible during the **period of insurance** of any change

1 to the **business** or the **professional business**

2 in the person, persons, firm, company or organisation shown in **your** schedule as The insured

3 to the information **you** provided to **us** previously or any new information that increases the risk of loss as insured under any section of **your policy**.

If **you** wish to make any alteration to **your policy** **you** must disclose any change to the information **you** previously provided or any new information that could affect this insurance.

**Your policy** will come to an end from the date of the change unless **we** agree in writing to accept an alteration.

**We** do not have to accept any request to vary **your policy**.

If **we** accept any variation to **your policy**, an increase in premium or different terms or conditions of cover may be required by **us**.

## Claims notification condition

(For claims under the **Legal expenses section** and the **Professional indemnity section**, please check the conditions relating to claims notification within those sections)

**You** must

1 as soon as practical

- a give **us** notice of any circumstances which might lead to a claim under **your policy**
- b give **us** all the information **we** request.

2 immediately

- a on receipt send **us** every letter, court order, summons or other legal document served upon **you**
- b tell **us** about any prosecution, inquest or fatal accident inquiry or dispute for referral to adjudication or court proceedings in connection with any potential claim under **your policy**
- c notify the police of any loss or damage that has been caused by malicious persons, thieves, rioters, strikers or vandals.

**We** will not pay **your** claim where **you** have not complied with this condition.

## Claims procedures condition

(For claims under the **Legal expenses section** and the **Professional indemnity section**, please check the conditions relating to claims procedures within those sections)

1 **You** must take or allow others to take practical steps to prevent further injury, loss or damage, recover property insured lost and otherwise minimise the claim.

2 At **your** expense **you** must provide **us** with

- **a** full details in writing of any injury, loss or damage and any further information or declaration **we** may reasonably require
- **b** any assistance to enable **us** to settle or defend a claim
- **c** details of any other relevant insurances.

3 **You** must not accept, negotiate, pay, settle, admit or repudiate any claim or any part of a claim without **our** written consent.

4 Following a claim **you** must allow **us** or anyone authorised by **us**

- **a** access to premises
- **b** to take possession of, or request delivery to **us** of any property insured.

5 **You** must not abandon any property to **us**.

6 **We** will be allowed complete control of any proceedings and settlement of the claim.

7 **We** will continue to communicate directly with **you** regarding **your** claim, even in situations where **you** have appointed a professional customer representative, such as a loss assessor or claims management company, to act on **your** behalf.

8 **We** will assess **your** claim based on **our** approved supplier's or loss adjuster's view and interpretation, even in situations where **you** have appointed a professional customer representative, such as a loss assessor or claims management company, to act on **your** behalf.

**We** will not pay **your** claim where **you** have not complied with this condition.

## Fair presentation of risk condition

**You** have a duty to make a fair presentation of the risk which **you** wish to insure. This applies prior to the start of **your policy**, if any variation is required during the **period of insurance** and prior to each renewal. If **you** do not comply with this condition then

1 If the failure to make a fair presentation of the risk is deliberate or reckless **we** can elect to make **your policy** void and keep the premium. This means treating the **policy** as if it had not existed and that **we** will not return **your** premiums, or

2 If the failure to make a fair presentation of the risk is not deliberate or reckless and **we** would not have provided cover had **you** made a fair presentation, then **we** can elect to make **your policy** void and return **your** premium, or

3 If the failure to make a fair presentation of the risk is not deliberate or reckless and **we** would have issued cover on different terms had **you** made a fair presentation of the risk then **we** can

- **a** reduce proportionately any amount paid or payable in respect of a claim under **your policy** using the following formula. **We** will divide the premium actually charged by the premium which **we** would have charged had **you** made a fair presentation and calculate this as a percentage. The same percentage figure will be applied to the full amount of the claim to arrive at the proportion of the claim to be paid or payable, and/or
- **b** treat **your policy** as if it had included the different terms (other than payment of the premium) that **we** would have imposed had **you** made a fair presentation.

4 Where **we** elect to apply one of the above then

- **a** if **we** elect to make **your policy** void, this will be from the start of the **policy**, or the date of variation or from the date of renewal
- **b** **we** will apply the formula calculated by reference to the premium that would have been charged to claims from

the start of the **policy**, or the date of variation or from the date of renewal

c **we** will treat the **policy** as having different terms imposed from the start of the policy, or the date of variation or from the date of renewal

depending on when the failure to make a fair presentation occurs.

## Fraud condition

**You** and anyone acting for **you** must not act in a fraudulent way.

If **you** or anyone acting for **you** knowingly

1 makes a fraudulent or exaggerated claim under **your policy**, or

2 makes a false statement in support of a claim (whether or not the claim itself is genuine), or

3 submit a false or forged document in support of a claim (whether or not the claim itself is genuine),

**we** may take one or more of the following actions

a refuse to pay the claim

b recover any sums **we** have already paid to **you** in relation to the claim

c cancel the **policy** from the date of the fraudulent act without any refund of premiums

d make **your policy** void and keep the premium

e share **your** information, or that of anyone acting for **you**, with the police, fraud prevention agencies and the Insurance Fraud Register (IFR). This may affect **your** future applications for insurance products.

For further information on how **your** details will be used please visit the IFR website **www.theifr.org.uk**.

## Instalments condition

If **you** fail to pay a premium instalment, this could result in **your policy** being cancelled. **You** will not be entitled to any return of premium where this happens.

If a claim has been made or there has been any incident likely to lead to a claim during the current **period of insurance** the annual premium remains due in full.

## Law applicable condition

**You** and **we** can choose the law which applies to this **policy**. **We** propose that the Law of England and Wales apply. Unless **we** and **you** agree otherwise, the Law of England and Wales will apply to this **policy**.

## Other insurance condition

If a claim is made under **your policy** and there is other insurance cover for which **you** are, or would be but for this **policy**, entitled to have a claim paid under the other insurance, **we** will at **our** option, either pay

1 a proportionate share of the claim, or

2 an amount beyond that which is or would be payable under the other insurance.

## Reasonable care condition

(Please also check the **Reasonable precautions condition** applicable to the Money and personal accident assault, Contractors all risks and Legal expenses sections)

**You** must take reasonable steps to

1 prevent or protect against injury, loss or damage

2 keep **your** premises, machinery, plant and equipment and all other property insured in good condition and in full working order

3 remedy any defect or any danger that becomes apparent, as soon as possible.

If required by **us**, **you** must allow access to **your** premises and/or activities of **your business** to carry out inspection or survey. **You** must complete any risk improvements that **we** ask for, within a reasonable period of time advised by **us** and ensure that all such improvements remain in place throughout the duration of this **policy**.

**We** will not pay **your** claim where **you** have not complied with this condition.

## Renewal term agreement condition

If **your** schedule shows that a renewal term agreement is operative, certain terms and conditions have been agreed by **you** and **us** that regulate the annual premium at which **we** will

offer renewal. The agreement is included as part of the insurance contract and, if **we** offer renewal in accordance with the agreement, **you** agree that **your policy** will be renewed each year up to the expiry date of the agreement shown in **your** schedule.

## Sanctions condition

This contract of insurance is subject to sanction, prohibition or restriction under United Nations resolutions. It is a condition of **your policy** that **we** will not provide cover, or pay any claim or provide any benefit under **your policy** to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **us**, or **our** parent, subsidiary or any AXA group member company, to any trade or economic sanctions, or violate any laws or regulations of the United Kingdom, the European Union, the United States of America and the sanctions laws of other territories to the extent that they are applicable.

## Subrogation (our rights) condition

(For claims under the **Professional indemnity section**, please check the **Subrogation (our rights) condition** applicable to that section)

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

1 the defence or settlement of any claim

2 steps to enforce rights against any other party before or after payment is made by **us**.

## Third party rights condition

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

# Property damage section – All risks

**Contents of this section**


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**Your** schedule will show if this section is covered.

## Meanings of defined terms

These meanings apply within this section. They will be highlighted in bold blue print and will have the same meaning, whether shown in the singular or plural. These are in addition to the defined terms that can be found within the **Meanings of defined terms section** of **your policy**.

### Alarmed buildings

The building(s) or those portions of the building(s) used by **you** at the **premises** protected by the **intruder alarm system**.

### Building(s)

The buildings, outbuildings, extensions, and garages together with landlords fixtures and fittings in or on them, foundations or footings, canopies, annexes, gangways, conveniences, chimneys, fire escapes, walls, gates and fences, yards, car parks, roads and pavements, piping, ducting, cables, wires and associated control gear, CCTV systems, entry and exit systems signage, accessories and electric vehicle chargepoints fixed to **your** building(s), their tethered cables and connectors on the **premises** and extending to the public mains, but only to the extent of **your** responsibility.

### Business interruption

Loss, cost or expense resulting from interruption of or interference with the **business** carried on by **you** at the **premises** as a result of any loss, destruction or damage to property used by **you** at the **premises** for the purposes of the **business**.

### Communicable disease

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

1 the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and

2 the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and

3 the disease, substance or agent can cause or threaten 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.

## Computer systems

Computer or other equipment or component or system or item which processes, stores, transmits or receives **data**.

## Contents

Contents in and at **your premises** or held in trust by **you** for which **you** are responsible (including wines, spirits, cigarettes and tobacco held for entertainment purposes, promotional materials, leaflets and the like but not more than £5,000 in total value). Contents does not include landlords fixtures and fittings, **stock** and vehicles licensed for road use (including accessories on them).

In addition, and as long as they are not insured elsewhere, **contents** will include

1 **money** not exceeding £500

2 documents, manuscripts and accounting records, but only for the cost of the materials and clerical labour used in recompiling the records. This does not include any expense involved in the recreation of the information recorded

3 computer systems records, but only for the cost of the materials and clerical labour and computer time used in recompiling the records. This does not include any expense involved in the recreation of the information recorded

4 patterns, models, moulds, plans and designs for an amount not exceeding the cost of the labour and materials used in their reinstatement

5 contents of outbuildings

6 contents of open yards

7 tenants improvements, alterations and decorations

8 directors, partners, customers, visitors and employees' personal effects (other than motor vehicles and **money**) not exceeding £1,000 for any one person.

## Contract works

The permanent and temporary works undertaken by **you** or on **your** behalf for the purpose of alteration or improvement to the **building(s)**. This includes all unfixed materials and goods for which **you** are responsible, and whether supplied free of charge or not, delivered to or placed on or adjacent to the permanent and temporary works and intended for incorporation in them, in performance of the contract at the **premises** specified in **your** schedule. This does not include any tools, contractor's plant and equipment, site huts and other temporary accommodation and their contents belonging to **you** or hired by **you** under a hiring agreement, hire purchase, lease agreement or on a free loan.

## Cyber act

An unauthorised, malicious or criminal act or series of related unauthorised, malicious and criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **computer systems**.

## Cyber incident

1 any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **computer systems**

2 any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **computer systems**.

## Damage

Physical loss or destruction or damage.

## Data

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

## Declared value

**Your** assessment in accordance with the Basis of claims settlement paragraphs **1**, **2** and **4** under **What is covered** of this section, for the cost of reinstatement of the **building(s)** and cost of replacement of the **contents** or **other items** applying at the start of the **period of insurance**. Ignoring any increase in cost which may apply during the **period of insurance** but including an allowance for any additional costs to comply with public authority requirements, professional fees and debris removal.

## Defined peril

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

## Denial of service attack

Any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability or performance of networks, network services, network connectivity or **computer systems**.

Denial of service attacks include, but are not limited to, the generation of excess traffic into network addresses, the exploitation of system or network weaknesses, the generation of excess or non-genuine traffic between and amongst networks and the procurement of such actions or instructions by other **computer systems**.

## Flood

**Damage** caused by

**1** the escape of water from the normal confines of any natural or artificial water course, lake, reservoir, canal, drain or dam

**2** inundation from the sea

**3** inundation by rainwater or rainwater-induced run off other than where the inundation is solely caused by or solely results from ingress of rainwater through or via the roof of the building

whether resulting from storm or not.

## Hacking

Unauthorised access to any **computer systems**, whether **your** property or not.

## Hot work

Any temporary operation or work undertaken outside a designated and risk assessed workshop area involving the use of naked flame, production of heat or sparks such as but not limited to

**1** oxyacetylene, electric arc or similar welding, cutting, grinding (including abrasive disks) or similar spark emitting equipment

**2** blow lamp, blow torch, thermal lance, hot air gun or hot air stripper

**3** asphalt, bitumen, tar or pitch heater

**4** braising or soldering

**5** a process which may produce frictional heat, spark or flame

**6** any other heat source.

## Intruder alarm system

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

## Key holder

**You** or any person or key holding company authorised by **you**, who is available at all times to accept notification of faults to or alarm signals from the **intruder alarm system** and to attend and allow access to the **premises**.

### Money

Bills of exchange, uncrossed promissory notes, cash, bank and currency notes, uncrossed cheques, giro cheques including pre-authenticated giro cheques, uncrossed postal orders, uncrossed money orders, uncrossed warrants, current postage stamps, unused units in franking machines, National Savings stamps and certificates, National Insurance stamps, trading stamps, gift tokens, gaming machine tokens, lottery tickets (excluding scratch cards held in stock for resale), customer redemption vouchers, authenticated travel tickets, phone cards (excluding phone cards held in stock for resale), holiday with pay stamps, luncheon vouchers, securities for money, travel warrants, crossed warrants, credit company sales vouchers, debit card sales vouchers, crossed cheques, crossed giro drafts, crossed postal orders, crossed money orders, crossed national giro bank orders, crossed promissory notes, crossed bankers drafts, premium bond certificates, VAT purchase receipts, credit card counterfoils, premium bonds, savings bonds, stamped National Insurance cards and National savings certificates.

### Non-standard construction

Constructed of materials other than those detailed in the meaning of **standard construction**.

### Other items

The items at **your premises** shown under the heading of 'Other items' or 'Miscellaneous' in **your** schedule.

### Phishing

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

### Premises

The premises shown in **your** schedule.

### Standard construction

Brick, stone or concrete built and roofed with slates, tiles, metal, concrete, asphalt or sheets or slabs composed entirely of non-combustible mineral ingredients and plastic roof lights.

Buildings constructed of metal or composite panels insulated with materials other than polystyrene will be regarded as standard construction.

### Stock

Stock and materials in trade, including work in progress, finished goods and customers goods in and at **your building(s)** or held in trust by **you** for which **you** are responsible.

### Storm

Storm excluding damage by **flood**.

### Terrorism

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

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

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

### Time element loss

Business interruption, contingent business interruption or any other consequential losses.

### Unoccupied

Any building(s) or any portions of the building(s) which are wholly empty, more than 50% empty or not in use by **you** or any of **your** tenants for more than 30 consecutive days.

### Virus or similar mechanism

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

### Working day

The period in any day during which a vehicle is being used for purposes in connection with the business.

## ✓ What is covered

### Property damage cover

**We** will cover **you** for **damage** occurring during the **period of insurance** to any of the property insured detailed in **your** schedule. **We** will pay **you** for the value of the property at the time of its **damage** or for the amount of the **damage** or at **our** option reinstate or replace the property or any part of it in accordance with the following **Basis of claims settlement**.

### Basis of claims settlement

1 Claims for the total loss or destruction of **contents** or **other items** will be settled on the basis of replacement of property similar to but no better or more extensive than the **contents** or **other items** when new.

2 Claims for partial **damage** to **contents** or **other items** will be settled on the basis of restoration to a condition no better or more extensive than the condition of the **contents** or **other items** when new.

3 Claims for computer systems records, documents, manuscripts, business books, accounting records and data-carrying materials will be settled on the basis of the value of the materials together with the cost of clerical labour and computer time taken in reproducing those records, but **we** will not cover

- **a** any expenses in connection with reproducing information to be recorded on them
- **b** the value to **you** of the information contained in them.

4 Claims for **damage** to the **building(s)** and tenants improvements insured as a specific item will be settled on the basis of rebuilding or replacement of the destroyed property or the repair or restoration of the damaged portion of the property in each case to a condition equal to but no better or more extensive than its condition when new.

5 Claims for **stock** will be settled on the basis of its value at the time of loss or destruction with an adjustment for wear and tear.

For all claims for the **building(s)**, **contents** or **other items**, no payment will be made beyond the amount which would have been payable under this section if this provision had not been incorporated, until the cost of reinstatement has actually been incurred.

All claims for the **building(s)**, **contents** or **other items** will be settled without deduction for any increases in the **declared value** between the start date of the **period of insurance** and the date of the **damage**.

Provided that

1 the **declared value** at the start of the **period of insurance** is not less than the cost of reinstatement at the start of the **period of insurance**

2 a revised **declared value** is provided to **us** annually at renewal

otherwise **our** liability for any claim is limited to the proportion of the claim that the **declared value** at the start of the **period of insurance** has to the cost of reinstatement at the start of the **period of insurance**.

The maximum **we** will pay under this section will not exceed

1 in the whole, the total sum insured or for any one item its sum insured or any other limit of liability shown in **your** schedule at the date of **damage**

2 the sum insured or limit remaining after deduction for any other **damage** occurring during the same **period of insurance** unless **we** have agreed to reinstate any of the sums insured or limits.

### Architects, surveyors, legal and consulting engineers fees cover

The cover provided for the **building(s)** and **contents** includes an amount for architects, surveyors, legal and consulting engineers fees necessarily incurred, with **our** written consent, in the reinstatement or repair of the property insured, as a result of its **damage**, but **we** will not cover any costs or expenses for preparing any claim.

**We** will not pay for any item more than the item sum insured shown in **your** schedule.

### Capital additions cover

**We** will cover **you** for

1 any newly acquired and/or newly erected building(s) or building(s) under construction or machinery and plant which is not insured elsewhere for which **you** are responsible

2 alterations, additions and improvements to the **building(s)**, or machinery and plant but not for any appreciation in value

anywhere within the **policy territories**.

Provided that

a the most **we** will pay for any one claim for **buildings** and **contents** is the lesser of £250,000 or 25% of the sum insured for any one **premises**

b **you** give **us** details in writing of the additions as soon as possible but in any event within 30 days and **you** will ensure specific insurance is arranged with **us** from the date **you** become responsible

c the provisions of this cover will be fully maintained in addition to any specific insurance effected under **b** above.

### Contract price cover

If a sale contract is cancelled entirely due to **damage** to the **stock** sold by **you**, that is not delivered and still **your** responsibility, **our** liability will be based on the contract price. For this section, the value of all **stock** where the sale contract is cancelled in the event of **damage** will also be settled on this basis.

### Contract works cover

The cover for each **building(s)** item covered by this section extends to include **contract works** undertaken in the performance of any contract where **you** are responsible for arranging insurance cover under the terms of the contract.

Provided that

1 this cover will only apply as long as the **contract works** are not insured elsewhere

2 **we** will not be liable for the **excess** shown in **your** schedule for each and every loss.

**Our** liability will not exceed

a £250,000 for any one contract

b £500,000 during any one **period of insurance**.

### Debris removal cover

**We** will cover **you** for the costs and expenses necessarily incurred by **you** with **our** consent in

1 removing debris from

2 dismantling and/or demolishing

3 shoring up or propping

the portion or portions of the property insured as a result of **damage** covered by this section.

**We** will not cover any costs or expenses

1 incurred in removing debris except from the site of the property destroyed or damaged and the area immediately adjacent to the site

2 arising from pollution or contamination of property not covered by this section.

**Our** liability for any item under this cover will not exceed the sum insured for the item shown in **your** schedule.

### Drains clearance cover

**We** will cover **you** for the costs and expenses necessarily and reasonably incurred by **you** in clearing, cleaning and/or repairing drains, gutters and/or sewers to **your building(s)** or for which **you** are responsible following **damage** up to the limit shown in **your** schedule.

### Environmental protection cover

**We** will pay the additional rebuilding costs following **damage** covered by this section, if **you** elect, with **our** written consent, to rebuild the damaged **building(s)** in a manner that aims to reduce potential harm to the environment or improve energy efficiency.

Provided that

1 **we** will not pay the additional costs of work **you** had already planned to be carried out prior to the **damage**

2 if **our** liability is reduced by the application of any terms or conditions of this **policy**, **our** liability will be reduced proportionately

3 **we** will not pay any additional costs for replacing undamaged property

4 if **you** elect not to rebuild the damaged **building(s)** then this cover will not apply

5 **we** will not pay the additional costs of complying with any Act of Parliament or bye-laws of any public authority.

**Our** liability for any one claim will not exceed 10% of the **building(s)** sums insured shown in **your** schedule.

### Exhibition cover

**We** will cover **stock**, **contents** and **other items** shown in **your** schedule for a maximum of 15 days during each **period of insurance** whilst at any exhibition within the **policy territories** and the European Union.

**Our** liability will not exceed £50,000 in total for all claims or series of claims arising out of any one original cause during the **period of insurance**.

### Explosives cover

**We** will cover **you** for **damage** to any property insured shown in **your** schedule, directly or indirectly caused by or as a result of the use of explosives for any theft or any attempted theft at the **premises**. **We** will only cover **you** if the risk of explosion is not insured under any other policy by **you** or on **your** behalf for the same property.

**Our** total liability for all claims during any one **period of insurance** will not exceed the sum insured shown in **your** schedule.

### Fire and rescue service charges cover

**We** will cover **you** for the costs and expenses incurred by **you** charged by the Local Authority for extinguishing fire or fire fighting.

### Fire extinguishment expenses cover

**We** will cover **you** for the cost of replacing or refilling, recharging and/or replenishing extinguishment materials when **you**, **your** employees or the fire brigade attempt to extinguish or minimise **damage**.

Provided that these costs and expenses are not recoverable from the responsible public authority.

**Our** liability for any one claim will not exceed £10,000.

### Freezer contents cover

**We** will cover **you** for damage to frozen or chilled goods in any cold chamber due to a change in temperature resulting from any cause, except loss, destruction or damage

1 following the deliberate act of any public electricity authority in termination, disconnection, restriction or withholding the supply of electricity

2 caused by neglect or misuse.

Provided that

1 the cold chamber must be maintained under an annual maintenance contract

2 where the cold chamber is over 10 years old, **you** will be responsible for 20% of any claim up to the sum insured.

**Our** liability for any one claim will not exceed £5,000.

### Further investigation expenses cover

Where a building has suffered **damage** and, in the opinion of a competent construction professional, there is a reasonable possibility of other **damage** to portions of the same building which is not immediately apparent, **we** will pay the reasonable costs and expenses incurred by **you** with **our** written consent in establishing whether or not such **damage** has occurred.

**We** will also pay the reasonable costs incurred by **you** with **our** written consent in establishing whether or not other surrounding buildings have suffered **damage** in the same incident but only if those buildings are subsequently found to have suffered **damage** for which **we** are responsible.

**Our** liability for any one claim will not exceed the lesser of 10% of **building(s)** sum insured shown in **your** schedule or £100,000.

### General interest cover

**We** will automatically note the interest of other parties that may become interested in this insurance throughout the duration of this section. **You** must declare these interests to **us** in writing in the event of any **damage**.

### Glass breakage cover

**We** will cover **you** and at **our** option pay for or make good any breakage or malicious scratching of all internal or external fixed glass, belonging to **you** or for which **you** are responsible at the **premises** during the **period of insurance** and which is in good condition and free from **damage** at the start date of the **period of insurance**.

**We** will also pay for the cost of

1 breakage of fixed sanitary ware

2 boarding up and repair to associated framework reasonably incurred as a result of an insured breakage. **You** may instruct builders or glaziers to board up where necessary without **our** prior consent

3 repair or replacement of lettering, alarm foil or other ornamentation work on glass up to £5,000 in total for all claims during any one **period of insurance**

4 repair or replacement of fixed mirrors

5 removal or replacement of fixtures and fittings which may be necessary in connection with the replacement of the glass.

**We** will not pay for

1 breakage when the **building(s)** are **unoccupied** unless **we** have agreed otherwise

2 any property more specifically insured by **you** or on **your** behalf.

**Our** liability for any one claim will not exceed the sum insured shown in **your** schedule.

### Inadvertent omissions cover

Provided that **you** have notified **us** of **your** intention to cover all property in which **you** have an interest and that **you** believe all the property is covered, **we** will cover **you** for **damage** to property that has been inadvertently omitted or the subject of typographical error. **We** will provide cover within the terms of this section, subject to payment of the premium for all such property from the start of this section or from the date of **your** interest in such property if it is erected or purchased after the start of this section.

Provided that

1 the value of the property insured which has been inadvertently omitted shall be added to the **declared value**

2 this extension of cover does not apply to property situated outside of the **policy territories** or to **stock** or **other items**.

**Our** total liability for all claims during any one **period of insurance** will not exceed £1,000,000.

### Inflation protection cover

**We** will adjust the sum insured for the **building(s)**, **contents** or **other items** at each renewal in line with suitable indices and the renewal premium for this section will be based on the adjusted sums insured.

### Landscaped gardens cover

**We** will cover **you** for the cost of restoring any **damage** caused by the emergency services to landscaped gardens, for which **you** are responsible, when the emergency services are attending the **premises** as a result of a **defined peril**.

**Our** total liability for all claims during any one **period of insurance** will not exceed £25,000.

### Locks and keys cover

**We** will cover **you** for the cost of replacing locks and keys needed to keep **your building(s)** secure if the keys are stolen using force and/or violence.

**Our** total liability for all claims during any one **period of insurance** will not exceed £25,000.

### Loss reduction expenses cover

**We** will cover **you** for the costs and expenses necessarily and reasonably incurred by **you** with **our** consent in

1 preventing or reducing imminent **damage** which would have been covered by this section

2 reducing, mitigating or otherwise alleviating **damage** covered by this section during and after the occurrence of such **damage**.

Provided that

1 the impending **damage** was not reasonably foreseeable earlier and would be the natural outcome if the costs and expenses were not incurred

2 the impending **damage** did not arise from any defect in the property insured

3 **we** are satisfied that **damage** which would have been covered by this section has been avoided or reduced as a result of the measures taken.

**Our** total liability for all claims during any one **period of insurance** will not exceed £2,500.

### Metered water or gas cover

**We** will cover **you** for the additional metered water and/or gas charges incurred by **you** as a result of **damage** to the **building(s)** shown in **your** schedule, but **we** will not pay for the charges incurred for any **building(s)** which is **unoccupied**.

Provided that repairs are completed within 30 days of the **damage** being discovered.

The most **we** will pay is based on the amount of the water or gas charges for the period when the **damage** occurs, less the charge paid by **you** for the corresponding period in the preceding year. This will then be adjusted for changes in the suppliers' charges and for variations affecting **your** water or gas consumption during the intervening period.

**Our** total liability for all claims during any one **period of insurance** will not exceed £25,000.

### Munitions of war cover

The **War risks exclusion** will not apply to **damage** to property insured under this section from or occasioned by the detonation of World War II munitions of war only or parts thereof in or within five miles of the **premises** situated in the **policy territories**.

### Pairs and sets cover

The insurance in respect of the personal property of **your** principals, directors, employees, customers or visitors, where that property consists of articles in a pair or set, is limited to the value of the individual parts which suffer **damage**, irrespective of any special value which that property may have as a pair or set.

### Patterns cover

**We** will cover **you** for **damage** to patterns, jigs, models, templates, moulds, tools, dies, drawings or designs belonging to **you** or for which **you** are responsible whilst at the premises of any machine makers, engineers, founders or other metal workers (excluding any premises occupied by **you**) within the **policy territories**.

**Our** liability for any one claim will not exceed £2,500.

### Public authorities (including undamaged property) cover

The cover for the **building(s)** and **contents** also includes the additional cost of reinstatement that may be incurred solely due to the necessity to comply with the stipulations of building or other regulations under or framed in pursuance of any Act of Parliament or by-laws of any public authority

referred to as the stipulations for

1 the **damage** to the property insured

2 undamaged portions of the property insured

but excluding

- **a** the cost incurred in complying with the stipulations
  - **i** for **damage** occurring before the start date of this cover
  - **ii** for **damage** not insured by this section
  - **iii** where notice has been served on **you** prior to the **damage** happening

iv where there is an existing requirement which has to be implemented within a given period

v for property covered by this section entirely undamaged by any event covered by this section

b the additional cost that would have been required to make good the property lost, destroyed or damaged to a condition the same as when new, had the need to comply with the stipulations not arisen

c the amount of any charge or assessment arising out of capital appreciation which may be payable for the property or by the owner to comply with the stipulations.

**Special conditions applicable to Public authorities (including undamaged property) cover**

1 Reinstatement work must be started and carried out without unreasonable delay and must be completed within 12 months of the date of the **damage** or any further time that **we** agree (during those 12 months).

2 The reinstatement work may be carried out on another site (if the stipulations require) subject to **our** liability under this cover not being increased.

3 If **our** liability is reduced by the application of any of the terms or conditions of this **policy**, then **our** liability will be reduced proportionately.

4 The total amount recoverable under any item of this section, for this cover will not exceed

a for the lost, destroyed or damaged property

i 15% of its sum insured

ii where the sum insured by the item applies to property at more than one location, 15% of the total amount which **we** would have been liable for had the property insured by the item been totally destroyed

b for undamaged portions of property (other than foundations), 15% of the total amount which **we** would have been liable for had the property insured by the item at the **premises** suffered **damage**.

**Our** liability for **building(s)** and **contents** will not exceed the sum insured shown in **your** schedule.

## Seasonal increase cover

The **stock** sum insured shown in **your** schedule will be increased by 25% during the months of November, December and the first 14 days of the month of January and for 30 days before Easter Day in each **period of insurance**.

## Seventy two hour cover

**We** will cover **you** for **damage** within 72 consecutive hours of and caused by the **defined perils** of **storm** or **flood** as one claim, provided the perils are covered by this section.

**You** can decide when the 72-hour period starts as covered by this section, provided that **damage** occurred before the end of the **period of insurance**.

## Sprinkler upgrade costs cover

**We** will cover **you** for the additional costs incurred, following **damage** to the property shown in **your** schedule, to upgrade an automatic sprinkler installation within **your building(s)** in order to meet current Loss Prevention Council (LPC) rules.

Provided that at the date of the **damage** the installation conforms to the LPC rules current at the date of installation and that the system has a complete service record up to the date of the **damage**.

**Our** liability for any one claim will not exceed 10% of the **building(s)** sum insured shown in **your** schedule.

## Temporary removal cover

**We** will cover **contents** or **other items** whilst temporarily removed to any premises not owned or occupied by **you**

1 for cleaning, renovation, repair or similar purposes

and

2 in transit to and from such premises

anywhere in the **policy territories**.

Provided that **we** will not cover property that is specifically insured elsewhere.

**Our** liability under each item of this section for any **damage** occurring other than at **your premises** will not exceed 15% of the item sum insured.

### Temporary removal of documents cover

**We** will cover **you** for up to 10% of the value of deeds and other documents (including stamps on them) manuscripts, plans and writings of every description, computer systems records and books (written and printed) whilst temporarily removed

1 to any premises not owned or occupied by **you**

and

2 in transit to and from such premises

within the **policy territories**.

This cover does not apply to property that is insured elsewhere.

### Theft or attempted theft cover

**We** will cover **you** for any loss, insured by this section, caused by theft or attempted theft

1 involving entry to or exit from the building(s) or part of the building(s) occupied by **you** at the **premises** by forcible and violent means

2 following assault or violence or threat of violence to **you** or any of **your** partners, directors or employees or any member of **your** family or any other person lawfully at the **premises**.

### Theft damage to buildings cover

Where there is no **building(s)** insurance in force under this section, **we** will cover **you** for **damage** to the **building(s)** at the **premises** shown in **your** schedule resulting directly from theft or attempted theft covered by this section, provided that **you** are the owner of the **premises** or are legally responsible for the **damage**.

**We** will not pay for **damage** to any **building(s)** which are **unoccupied**.

### Theft of building fabric cover

**We** will cover **you** for

1 **damage** to the external fabric of any **building(s)** insured by this section as a result of theft or attempted theft

2 **damage** following entry of rainwater as a result of theft or attempted theft of the external fabric of the **building(s)**.

This cover excludes

1 any **buildings** which are **unoccupied**

2 the **excess** shown in **your** schedule for each and every claim in respect of each separate **premises** shown in **your** schedule.

**Our** liability for any one claim will not exceed £25,000.

### Trace and access cover

**We** will cover **you** for the reasonable costs necessarily incurred by **you**, and subsequent making good of **damage**, in locating the source of the leak resulting from

1 the escape of water from any tank, apparatus or pipe

2 **damage** to cables, underground pipes and drains serving the **premises**.

**Our** liability for any one claim will not exceed £25,000.

### Travellers samples cover

**We** will cover **you** for **damage** to travellers samples occurring during the **period of insurance** whilst in transit within the **policy territories** or the European Union.

Provided that whenever a vehicle containing travellers samples is left unattended, for theft or attempted theft to be covered **you** must ensure that

1 all doors and windows and other points of access have been closed and securely locked and there are outward signs of forced entry to the vehicle, and

2 the vehicle is in a locked garage or a walled or fenced compound that is either locked or has a watchman in constant attendance between the hours of 9pm and 6am or after completion of the driver's **working day**.

In respect of part **2** above, it will be up to **you** to prove that any theft or attempted theft occurred before 9pm and after 6am or after completion of the driver's **working day**.

**Our** liability will not exceed

**a** £1,000 in respect of any one single item

**b** £10,000 during any one **period of insurance**.

No payment shall be made under this cover if payment has or will be paid for the same **damage** under any other cover or section of **your policy**.

### Unauthorised use of electricity, gas, oil and water cover

**We** will cover **you** for the charges which **you** are responsible for if gas, electricity, oil or water is discharged from a metered system, arising from unauthorised use by persons taking possession, keeping possession or occupying the **building(s)** without **your** authority.

Provided that **you** take all practical steps to terminate the unauthorised use as soon as it is discovered.

**Our** liability for any one claim will not exceed £50,000.

### Undamaged stock cover

In the event of **damage** covered by this section, **we** will cover **you** for any additional costs and expenses **you** incur less the value of any salvage

1 in the event of undamaged **stock** deteriorating and/or being condemned or otherwise becoming unusable

2 for items that will form **stock** which **you** are obliged under contract to accept from any other party, but are unable to use.

**Our** liability for any one claim will not exceed £5,000.

### Undamaged tenants improvements cover

In the event of **damage** covered by this section to the **building(s)** or **contents** specified in **your** schedule and as a result **your** lease is terminated by the lessor under a valid condition of **your** lease, **we** will cover **you** for the value of undamaged tenants fixtures, fittings, alterations, installations or additions, made at **your** expense and for which **you** are responsible and which cannot be legally removed from **building(s)** occupied but not owned by **you**.

Provided that **we** will not be liable for retaining walls, foundations or supports below the surface of the lowest floor or basement or for outdoor trees, shrubs, plants or lawns.

**Our** liability for any one claim will not exceed £5,000.

### Underground pipes and services cover

**We** will cover **you** for the costs incurred following **damage** which **you** are responsible for to fuel or oil pipes, cables including overhead electricity and telephone cables, septic tanks and associated pipes, underground pipes and drains including inspection covers at the **premises** or connecting the **premises** to the public mains.

Provided that **we** will not cover damage caused by gradual deterioration or wear and tear.

**Our** liability for any one claim will not exceed £5,000.

### Unspecified storage sites cover

**We** will cover **stock** belonging to **you** whilst at any unspecified location within the **policy territories** used by **you** for storage.

Provided that cover only applies where the **stock** is not insured elsewhere.

**Our** total liability for all claims during any one **period of insurance** will not exceed £100,000.

### Value Added Tax cover

**We** will cover **you** for Value Added Tax (VAT) paid by **you** which is not subsequently recoverable.

Provided that

1 a **your** responsibility for such VAT arises solely as a result of the reinstatement or repair of the property covered following **damage**

b **we** have paid or have agreed to pay for the **damage**

c if any payment made by **us** in respect of the reinstatement or repair of the **damage** is less than the actual cost of the reinstatement or repair of the **damage**, any payment under this cover resulting from that **damage** will be proportionally reduced

2 **your** responsibility for VAT does not arise from the replacement property covered being better or more extensive than the property which has been destroyed

3 where an option to reinstate the **building(s)**on another site is exercised, **our** responsibility under this cover will not exceed the amount of VAT that would have been payable had the **building(s)** been rebuilt on its original site

4 **our** responsibility under this cover will not include amounts payable by **you** as penalties or interest for non-payment or late payment of VAT

5 **you** have taken all reasonable precautions to insure adequately for **your** VAT responsibility at the start date of the **policy** and at each subsequent renewal date.

## ✘ What is not covered

### Aircraft or aerial devices exclusion

**We** will not cover **you** for any loss, damage, cost or expense caused by or occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds but **we** will cover subsequent **damage** which itself results from a cause covered by this section.

### Brittle articles exclusion

**We** will not cover **you** for any loss, damage, cost or expense to glass (other than fixed glass), china, earthenware, marble or other fragile or brittle objects other than **damage** caused by a **defined peril** which is covered by this section.

### Business interruption exclusion

**We** will not cover **you** for any loss, damage, cost or expense of any kind which occurs as a result of **business interruption** under this section, except loss of rent payable where this is shown as covered in **your** schedule.

### Collapse exclusion

**We** will not cover **you** for any loss, destruction or damage to the **building(s)** or structure caused by its own collapse or cracking other than for **damage** caused by a **defined peril** which is covered by this section.

### Collusion theft exclusion

**We** will not cover **you** for any loss, damage, cost or expense resulting from theft or attempted theft caused by or in conjunction with **you** or any of **your** partners, directors or employees or any member of **your** family or any other person lawfully at the **premises**.

### Cyber exclusion

**We** will not cover **you** for any loss, damage, cost or expense directly or indirectly caused by, contributed to by, arising from occasioned by or resulting from

1 any **cyber act** including but not limited to **hacking**, **phishing**, **denial of service attack** or the transmission of any **virus or similar mechanism**

2 any **cyber incident**.

This exclusion shall not apply to claims for **damage** resulting from fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them covered by this section.

### Date recognition exclusion

**We** will not cover **you** for any loss, damage, cost or expense directly or indirectly caused by, contributed to or arising from the failure of equipment (including any **computer systems**) to correctly recognise any given date or to process data or to operate properly due to failure to recognise any given date.

This exclusion shall not apply to claims for **damage** resulting from a **defined peril** covered by this section.

### Deliberate loss or damage exclusion

**We** will not cover **you** for any loss, damage, cost or expense caused, or allowed to be caused, deliberately, wilfully, maliciously, illegally or unlawfully by **you**.

### Disease exclusion

1 Notwithstanding any provision to the contrary within this section, this section excludes any loss, damage, liability, claim, cost or expense of whatsoever nature, directly or indirectly caused by, contributed

to by, resulting from, arising out of, or in connection with a **communicable disease** or the fear or threat (whether actual or perceived) of a **communicable disease** regardless of any other cause or event contributing concurrently or in any other sequence thereto.

2 Subject to the other terms, conditions and exclusions contained in this section, this section will cover physical damage to property insured and any **time element loss** directly resulting therefrom where such physical damage or **time element loss** is covered by this section and is directly caused by or arising from any of the following perils: fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them, or impact by any road vehicle or animal, **storm**, earthquake, **flood**, subsidence, landslip, landslide, riot, riot attending a strike, civil commotion, vandalism and malicious persons, theft, escape of water from any tank apparatus or pipe, leakage of oil from any fixed heating installation.

### Electrical plant or apparatus exclusion

**We** will not cover **you** for any loss, destruction or damage to any electrical plant or apparatus caused by its own overrunning, short-circuiting, excessive pressure or self-heating.

If the **damage** extends to other property insured, that **damage** is covered by this section.

### Excess exclusion

**We** will not cover **you** for the **excess** shown in **your** schedule for each and every loss in respect of each separate **premises** shown in **your** schedule.

### Faulty or defective workmanship exclusion

**We** will not cover **you** for any loss, damage, cost or expense caused by or consisting of faulty or defective workmanship, operational error, operator error, or omission by **you**, any of **your** employees or anyone on **your** behalf, other than for **damage** caused by a **defined peril** which is covered by this section.

### Fraud and dishonesty exclusion

**We** will not cover **you** for any loss, damage, cost or expense resulting from acts of fraud or dishonesty by **you**, **your** employees or any partner, director or member of **your** family, but **we** will cover subsequent **damage** which results from a **defined peril** covered by this section.

### Miscellaneous damage exclusion

**We** will not cover **you** for any loss, damage, cost or expense caused by or consisting of

1 corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin or insects

2 change in temperature, colour, flavour, texture or finish

3 joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, superheaters, pressure vessels or any range of steam and feed piping connected to them

4 mechanical or electrical breakdown or derangement for the particular machine, apparatus or equipment where the breakdown or derangement originates

other than for **damage** caused by a **defined peril** which is covered by this section.

### Money exclusion

**We** will not cover **you** for **money** (other than as detailed in the meaning of **contents**) unless caused by a **defined peril** covered by this section.

### More specific insurance exclusion

**We** will not cover **you** for any property more specifically insured by **you** or on **your** behalf.

### Motor vehicle and other property exclusion

**We** will not cover **you** for any loss or damage to, cost or expense arising from

1 vehicles licensed for road use (including accessories on them) caravans, trailers, railway locomotives, rolling stock, watercraft or aircraft

2 property or structures in course of construction or erection and materials or supplies in connection with all such property

3 land, piers, jetties, bridges, culverts and excavations

4 livestock, growing crops or trees

5 pitch fibre pipes

6 electronic cryptographic or virtual currency or currencies of any kind

unless specifically covered by this section.

### Pollution or contamination exclusion

**We** will not cover **you** for any loss, damage, cost or expense caused by pollution or contamination unless the **damage** is caused by

1 pollution or contamination which itself results from a **defined peril** provided that peril is covered by this section

2 any **defined peril** provided that peril is covered by this section, which itself results from pollution or contamination.

### Process exclusion

**We** will not cover **you** for any loss, damage, cost or expense

1 to the property insured shown in **your** schedule caused by fire resulting from its undergoing any heating process or any process involving the application of heat

2 (other than by fire or explosion) to the property insured shown in **your** schedule resulting from its undergoing any process of production, packing, treatment, testing, commissioning, servicing or repair.

### Property in the open exclusion

**We** will not cover **you** for any loss, destruction or damage to fences, gates and moveable property in the open caused by wind, rain, hail, sleet, snow, **flood**, dust or theft.

### Radioactive contamination exclusion

**We** will not cover damage, or any other loss or expense resulting or arising from damage to any property, or any consequential loss, directly or indirectly caused by or contributed to by or arising from

1 ionising radiations or contamination by radioactivity from any nuclear fuel, nuclear waste from the combustion of nuclear fuel, radioisotopes, or any other nuclear or radioactive material

2 buildings, plant or equipment for the generation of nuclear power, or production, use or storage of nuclear fuel, nuclear waste from the combustion of nuclear fuel, radioisotopes, or any other nuclear or radioactive material

3 transportation of nuclear fuel, nuclear waste from the combustion of nuclear fuel, radioisotopes, or any other nuclear or radioactive material

4 the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of that assembly

5 any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

### Steam pressure exclusion

**We** will not cover **you** for any loss, damage, cost or expense caused by or consisting of the bursting by steam pressure of a boiler (not being a boiler used for domestic purposes only) economiser or other vessel, machine or apparatus where internal pressure is due to steam only belonging to **you** or under **your** control.

But **we** will cover subsequent **damage** which results from a cause covered by this section.

### Subsidence exclusion

**We** will not cover **you** for any loss, damage, cost or expense caused by or resulting from

1 subsidence, ground heave or landslip unless resulting from fire, explosion, earthquake or the escape of water from any tank, apparatus or pipe

2 coastal or river erosion

3 normal settlement or bedding down of new structures.

Part **1** of this exclusion does not apply if **3 Subsidence cover** is shown as covered in **your** schedule.

### Terrorism and Northern Ireland exclusion

**We** will not cover **you** for loss, damage, cost or expense of any nature directly or indirectly caused by, resulting from or in connection with

1 In England, Scotland, Wales, the Channel Islands and the Isle of Man
   - **a** any act of **terrorism**, regardless of any other cause or event contributing concurrently or in any other sequence to the loss
   - **b** any action taken in controlling, preventing, suppressing or in any way relating to any act of **terrorism**.

2 In Northern Ireland
   - **a** any act of **terrorism**, regardless of any other cause or event contributing concurrently or in any other sequence to the loss
   - **b** any action taken in controlling, preventing, suppressing or in any way relating to any act of **terrorism**
   - **c** riot, civil commotion and (except for damage or interruption to the **business** caused by fire or explosion) strikers, locked-out workers or persons taking part in labour disturbances or malicious persons.

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

In any action, lawsuit or other proceedings or where **we** state that any loss, damage, cost or expense is not covered by this section it will be **your** responsibility to prove that they are covered.

### Theft or any attempted theft exclusion

**We** will not cover **you** for any loss, destruction or damage caused by or consisting of theft or attempted theft

1 not involving entry to, or exit from the building(s) or any part of the building(s) used by **you** at the **premises** by forcible and violent means

2 unless as a result of assault or violence or threat of violence to **you** or any of **your** partners, directors or employees or any member of **your** family, or any other person lawfully at the **premises**

3 of property in the open or property not contained in a fully secured and locked building.

### Unexplained loss exclusion

**We** will not cover **you** for any loss, damage, cost or expense caused by or consisting of

1 disappearance, unexplained or inventory shortage

2 misfiling or misplacing of information.

### Unoccupied building exclusion

**We** will not cover **you** for any loss, destruction or damage to any building which is **unoccupied** caused

1 by freezing

2 by the escape of water from any tank, apparatus or pipe

3 by malicious persons not acting on behalf of or in connection with any political organisation other than by fire or explosion

4 by theft damage to the building

5 by theft of fabric of the building.

### Valuables exclusion

**We** will not cover **you** for any loss, destruction or damage to jewellery, precious stones, precious metals, bullion, furs, curiosities, works of art or rare books, but **we** will cover subsequent **damage** which results from a **defined peril** covered by this section.

### War risks exclusion

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

### Wear and tear, deterioration exclusion

**We** will not cover **you** for any loss, damage, cost or expense caused by or consisting of inherent


Defined terms are **highlighted in bold blue** ▶ see the **Meanings of defined terms section** and the start of each section of cover for their meanings

vice, latent defect, gradual deterioration, wear and tear, frost, change in water table level or its own faulty or defective design or materials but **we** will cover subsequent **damage** which itself results from a **defined peril** covered by this section.

## Section conditions

These conditions of cover apply only to this section. **You** must comply with the following conditions to have the full protection of **your policy**. Some conditions specify circumstances whereby non-compliance will mean that **you** will not receive payment for a claim. However, **you** will be covered and **we** will pay **your** claim if **you** are able to prove that the non-compliance with these conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

### Arbitration condition

If **we** agree to pay **your** claim and **you** disagree with the amount to be paid, the amount of the difference will be referred to an arbitrator who is jointly appointed in accordance with the statutory requirements. **You** will not be able to take legal action against **us** over this disagreement until the arbitrators have made their award.

### Average condition

If the sum insured of any item shown in **your** schedule at the time of any **damage** is less than 85% of the cost which would have been incurred in reinstating the whole of the property covered by any item at the time of rebuilding or replacement, the amount payable by **us** will be proportionately reduced.

This will not apply to any item subject to the **Day one average cover** or the **Reinstatement condition**.

### Construction of buildings condition

Unless otherwise stated the **premises** described in **your** schedule must be of **standard construction**.

### Contribution and average condition

If, at the time of the claim, there is any other policy covering the same property covered by this section, **we** will only be responsible for **our** proportionate share.

If any other policy is subject to any average (under insurance) condition, this section, if not already subject to average, will be subject to average in the same way as the other insurance policy.

If any other policy has a condition that prevents it from paying its share, **our** share of the claim will be limited to the proportion of the sum insured compared to the value of the property insured.

### Designation condition

For the purpose of determining where necessary the heading under which any property is covered **we** agree to accept the designated category under which such property has been entered in **your** books.

### Explosion condition

Any vessel, machinery or apparatus or its contents belonging to **you** or under **your** control, which needs examination to comply with any statutory regulations, are subject of a contract providing the required inspection.

If **you** do not comply with this condition, **you** will not be covered and **we** will not make any payment in respect of a claim.

### Fire protections condition

**You** must ensure that all fireproof doors and shutters are kept closed (except during working hours) and all fire protections (including fire extinguishing appliances) must be maintained in efficient working order during the **period of insurance**.

If **you** do not comply with this condition, **you** will not be covered and **we** will not make any payment in respect of a claim for fire and/or explosion.

### Indemnity condition

Where an item is marked 'I' in **your** schedule **your** cover is on an indemnity basis which means the cost of replacing the item less an adjustment for wear and tear.

**You** must declare to **us** at the start date of the **period of insurance** the sum insured for those items on this basis. Any claim for **damage** will be settled on this basis subject to

1 the value for those items will be calculated on this basis for the purpose of the **Average condition**

2 the maximum amount payable for any one item shall not exceed the sum insured for that item shown in **your** schedule.

### Maintenance condition

**You** must maintain **your** property at the **premises** in a good state of repair.

If **you** do not comply with this condition, **you** will not be covered and **we** will not make any payment in respect of a claim.

### Minimum security standards condition

The following minimum level of security must be installed and maintained at the **premises** and put into use whenever the **premises** are closed for business or left unattended.

Alternative minimum security protections can only be installed with **our** written permission.

1 all external doors of the building(s) or any part of the building(s) used by **you** at the **premises** must be secured as follows

- **a** timber doors must be fitted with an appropriate mortice deadlock which has 5 or more levers and/or conforms to British Standards BS 3621 or a cylinder lock conforming to European Norm EN 1303 together with a matching metal box striking plate, installed in accordance with the manufacturer's recommendations
- **b** aluminium doors must be fitted with integral cylinder key operated mortice deadlocks to EN 1303
- **c** UPVC doors must be fitted with key operated multi-point locking devices incorporating swinging/claw locking bolts
- **d** the first closing leaf of double leaf doors must be fitted internally with bolts top and bottom

2 all internal doors in the building(s) that give access to any part of the building(s) not used by **you** for the purpose of the **business** are to be fitted with

- **a** timber doors must be fitted with an appropriate mortice deadlock which has 5 or more levers and/or conforms to BS 3621 or a cylinder lock conforming to European Norm EN 1303 together with a matching metal box striking plate, installed in accordance with the manufacturer's recommendations
- **b** aluminium doors must be fitted with integral cylinder key operated mortice deadlocks to EN 1303
- **c** UPVC doors must be fitted with key operated multi-point locking devices incorporating swinging/claw locking bolts
- **d** the first closing leaf of double leaf doors must be fitted internally with bolts top and bottom

3 all opening external basement, ground floor and other accessible windows (accessible includes a window that can be easily reached from an adjacent flat roof, a fire escape, balconies, canopies or down pipes), fanlights, roof lights, skylights must all be fitted with suitable and appropriate key operated window locks, installed in accordance with the manufacturer's recommendations. All louvered windows must have their louvers permanently fixed into place to ensure they cannot be removed from their fixings

This requirement does not apply to windows protected by solid steel bars, weld mesh or expanded metal grills securely fixed to the brickwork surrounding the window

4 any door or window officially designated by the local planning officer, local building control officer or as defined within the business fire risk assessment forming part of an emergency exit route, is excluded from the above requirements. The doors and windows must only be secured using suitable and appropriate internally operated quick release type of security devices, specifically designed for this purpose with mortice deadlocks conforming to BS 8621;

panic bars/latches conforming to BS EN 1125 and/or emergency exit door devices conforming to BS EN 179.

If **you** do not comply with this condition, **you** will not be covered and **we** will not make any payment in respect of a claim for malicious damage and/or theft or attempted theft.

### Modern materials condition

Where an item is marked 'MM' in **your** schedule **your** cover is on a modern materials basis which means the cost of erecting modern buildings providing comparable facilities to the existing structures.

**You** must declare to **us** at the start date of the **period of insurance** the sum insured for those items on this basis. Any claim for **damage** will be settled on this basis subject to

1 the value of the **building(s)** will be calculated on this basis for the purpose of the **Average condition**
2 the amount payable for any **building(s)** shall not exceed either the cost of a modern building providing comparable facilities or the sum insured, whichever is less.

### Mortgagee's condition

The act of neglect of any mortgagor or occupier of any **premises** covered by this section where the risk of **damage** is increased without the authority or knowledge of any mortgagee will not prejudice the interest of the latter party (or parties) in this section, provided they tell **us** immediately when they become aware of any increased risk, pay any necessary additional premium and comply with any additional terms agreed with **us**.

### Non-invalidation condition

The cover provided by this section will not be invalidated by any act or omission or an alteration where the risk of **damage** is increased unknown to **you** and beyond **your** control, provided that when **you** become aware of it, **you** tell **us** immediately and pay any necessary additional premium and comply with any additional terms agreed with **us**.

### Police notification condition

**You** must immediately notify the police of any **damage** by theft or attempted theft of the property covered by this section. **You** must take all reasonable steps to assist with the discovery of the guilty person or persons and to trace and recover the property lost.

If **you** do not comply with this condition, **you** will not be covered and **we** will not make any payment in respect of a claim for theft or attempted theft.

### Protective and locking devices condition

All locks, bolts, bars, window fastenings and other protective and locking devices installed at the **premises** must be maintained and put into operation whenever the **premises** are closed for business or left unattended.

If **you** do not comply with this condition, **you** will not be covered and **we** will not make any payment in respect of a claim for malicious damage and/or theft or attempted theft.

### Reinstatement condition

This condition is not applicable to motor vehicles and their accessories, personal effects or **stock**.

Where an item is marked 'R', in **your** schedule **your** cover is on a reinstatement basis which means the cost of reinstatement of the property lost, destroyed or damaged.

Provided that

1 **our** liability for the repair or restoration of property that has suffered **damage** in part only will not exceed the amount **we** would have been liable for had the property been completely destroyed
2 if the sum insured at the time of any **damage** is less than 85% of the cost which would have been incurred in reinstating the whole of the property covered by any item, at the time of rebuilding or replacement, the amount payable by **us** will be proportionately reduced
3 no payment will be made beyond the amount which would have been payable in the absence of this cover

a unless reinstatement commences and proceeds without unreasonable delay

b until reinstatement costs have been actually incurred

c if the property covered by this section at the time of its **damage** has any other insurance in force which is not on the same basis of reinstatement

4 all the terms and conditions of the **policy** will apply

a to any claim payable under this condition unless they have been amended by this condition

b if any claim is payable as if this condition had not been included.

### Reinstatement of sum insured after loss condition

In the event of **damage** the sum insured by this section will be automatically reinstated from the date of the **damage** unless written notice is given to the contrary either by **us** or by **you**.

Provided that in the event of reinstatement **you** will

1 pay the necessary premiums that may be required for the reinstatement, from the date of reinstatement

2 complete any additional risk improvements which **we** may reasonably require.

### Rent condition

Any cover on rent only applies if the **premises** or any part of them is unfit for occupation following **damage**.

The amount payable will not exceed the proportion of the sum insured on rent relating to the period necessary for reinstatement.

### Security of premises condition

If the cover provided by this section has been granted following a survey of **your premises**, **you** must not alter door and window fastenings and other security devices (except as may be provided for in any further protection endorsement shown in **your** schedule) without **our** written consent. In **your** own interest, **you** should give early notification of proposed changes so that if necessary a further survey can be completed.

If **you** do not comply with this condition, **you** will not be covered and **we** will not make any payment in respect of a claim for malicious damage and/or theft or attempted theft.

### Subrogation waiver condition

In the event of a claim under this section **we** agree to waive any rights, remedies or relief to which **we** might have become entitled by subrogation against

1 any company standing in relation of parent to subsidiary (or subsidiary to parent) to **you**

2 any company which is a subsidiary of a parent company of which **you** are a subsidiary in each case as defined by current law at the time of the **damage**.

### Transfer of interest condition

If at the time of **damage you** have entered into a contract to sell **your** interest in any **building(s)** covered by this section and the sale has not but subsequently completes, the purchaser will have the full protection of this section on exchange of contracts, provided the **building(s)** are not covered by any other insurance arranged by the purchaser.

### Unoccupied buildings condition

The following must be complied with

1 **You** must tell **us** as soon as **you** become aware

a of any buildings or portions of buildings at the **premises** becoming **unoccupied** or **unoccupied** buildings or portions of **unoccupied** buildings at the **premises** becoming occupied and **you** agree to

i pay any necessary additional premium as may be required by **us**

ii complete any additional risk improvements which **we** may reasonably require

b of any **damage** to the **unoccupied** buildings or **unoccupied** portions of buildings whether the **damage** is covered or not

2 In respect of **unoccupied** buildings or **unoccupied** portions of buildings, **you** must ensure that

- **a** the buildings are inspected internally and externally at least once a week by **you** or on **your** behalf and a written record of the inspection is maintained by **you**
- **b** all refuse and waste materials are removed from the interior of the buildings and removed from the **premises**
- **c** **you** will secure the **premises** and put all protective, locking devices and any alarm protection in effective operation
- **d** gas, water and electricity services (except electricity supply to maintain any fire or intruder alarm systems) and any fuel supplies are permanently shut off at the switch or stopcock where they enter the buildings (or in the case of individual flats or portions of a building, where they enter the flat or **unoccupied** part of the building)
- **e** **you** implement any additional protections that **we** may require within the time scale **we** specify
- **f** all **damage** to the **premises** must be rectified immediately
- **g** letterboxes must be sealed
- **h** the final exit door of the building(s) must be secured as follows
  - **i** timber doors must be fitted with an appropriate mortice deadlock which has 5 or more levers and/or conforms to British Standards BS 3621 or European Norm EN 1303 together with a matching metal box striking plate, installed in accordance with the manufacturer's recommendations
  - **ii** aluminium doors must be fitted with integral cylinder key operated mortice deadlocks to EN 1303
  - **iii** UPVC doors must be fitted with key operated multi-point locking devices incorporating swinging/claw locking bolts
  - **iv** the first closing leaf of double leaf doors must be fitted internally with bolts top and bottom.

If **you** do not comply with this condition, **you** will not be covered and **we** will not make any payment in respect of a claim for fire and/or explosion and/or malicious damage and/or theft or attempted theft.

### Workmen's condition

Joiners and other tradesmen are allowed in or on the **premises** covered by this section to make repairs or minor structural alterations without prejudice to this insurance, provided that if the repairs or minor structural alterations involve the use of heat, **you** must comply with the **Hot work permit system condition** if applicable.

## Specific section conditions and covers

The following conditions and covers only apply if shown in **your** schedule.

**You** must comply with the following conditions to have the full protection of **your policy**. Some conditions specify circumstances whereby non-compliance will mean that **you** will not receive payment for a claim. However, **you** will be covered and **we** will pay **your** claim if **you** are able to prove that the non-compliance with these conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

### 1 Day one average cover

Subject to the following special conditions, the amount payable for property under sums insured marked 'DA' in **your** schedule will be calculated as reinstatement of the **damage** to the property.

For this purpose, reinstatement means

1 the rebuilding or replacement of damaged property, which provided **our** liability is not increased may be completed
   - **a** in any manner suitable to **your** requirements
   - **b** upon another site

2 the repair or restoration of **damaged** property

to a condition equivalent to or the same as but no better or more extensive than its condition when new.

**You** have stated in writing the **declared value** shown in **your** schedule, for each item insured and the premium has been calculated accordingly.

Special conditions applicable to Day one average cover

1 At the start of each **period of insurance you** must tell **us** the **declared value** of each item insured. Without this declaration the last amount declared by **you** will be taken as the **declared value** which will be adjusted for inflation for the next **period of insurance**.

2 If at the time of **damage** the **declared value** of the property covered by any item is less than the cost of reinstatement at the start of the **period of insurance**, **our** liability for any **damage** will be proportionately reduced and will be limited to the proportion that the **declared value** bears to the cost of reinstatement.

3 **Our** liability for the repair or restoration of property damaged in part only, will not exceed the amount which would have been paid had the property been completely destroyed.

4 No payment will be made beyond the amount that would have been payable in the absence of this Day one average cover
   - **a** unless reinstatement starts and proceeds without unreasonable delay
   - **b** until the cost of reinstatement has been incurred
   - **c** if the property covered by this section at the time of the **damage** is insured by any other insurance which is not upon the same basis of reinstatement.

If **you** do not comply with Special condition **4** above or **you** decide not to reinstate the property insured in a condition equal to but not better or more extensive than its condition when new, then this cover is cancelled and **our** and **your** rights and liabilities in respect of the **damage** will be subject to the following **Condition of average (under insurance)**.

**Condition of average (under insurance)**

The cover for each item is deemed to be subject to average i.e. if the property at the time of **damage** is valued at more than 115% of the **declared value** stated in **your** schedule then **you** will be considered as self insured for the difference and will be responsible for a proportionate share of the loss.

### 2 Stock declaration condition

The premium for any item in **your** schedule where the sum insured is marked 'D', is provisional and subject to adjustment as below.

Within 30 days of the end of each calendar month **you** will declare to **us** the value of the property on the last day of that month. If a declaration is not given, **you** will be deemed to have declared the sum insured as the value.



Defined terms are **highlighted in bold blue** ▶ see the **Meanings of defined terms section** and the start of each section of cover for their meanings

On the expiry of each **period of insurance** the actual premium will be calculated at the rate applicable on the total of the amounts declared divided by the number of the declarations, where a declaration is not received the sum insured will be used. If the actual premium is greater than the provisional premium **you** will pay the difference to **us**. If it is less **we** will pay the difference to **you**.

The sum insured will not be reduced by the amount of any loss. **You** will have to pay an appropriate extra premium on the amount of the loss from the date of the loss until the expiry of the **period of insurance**.

For cover to apply every insurance on such property covering **damage** must be on a similar basis of declaration adjustment.

### 3 Subsidence cover

If this cover is shown as covered in **your** schedule, the **Subsidence exclusion** under the heading **What is not covered** does not apply.

**We** will cover **you** for **damage** to the property insured caused by subsidence, ground heave or landslip of any part of the site on which the **building(s)** stands,

but **we** will not cover

1 the **excess** shown in **your** schedule for each and every claim in respect of each separate **premises**

2 **damage** to yards, car parks, roads, pavements, walls, gates and fences unless also affecting a building covered under this section which is also damaged at the same time by the same cause

3 **damage** caused by or consisting of

- **a** the normal settlement or bedding down of new structures
- **b** the settlement or movement of made-up ground
- **c** coastal or river erosion
- **d** defective design or workmanship or the use of defective materials
- **e** fire, subterranean fire, explosion, earthquake or the escape of water from any tank, apparatus or pipe

4 **damage** which originated before the start of this cover

5 **damage** resulting from

- **a** demolition, construction, structural alteration or repair of any property

or

- **b** ground works or excavation

at the **premises**.

Special conditions applicable to the Subsidence cover

1 **You** must notify **us** as soon as possible if **you** become aware of any demolition, ground works, excavation or construction being carried out on any adjoining site and **we** will then have the right to vary the terms or cancel the cover if **we** consider that the risk has changed.

If **you** do not comply with this condition, **you** will not be covered and **we** will not make any payment in respect of a claim for subsidence, ground heave or landslip.

### 4 Deep fat frying condition

**You** must ensure that

1 all deep fat frying equipment must be fitted with

- **a** a fully functioning thermostat to prevent the temperature of cooking oils or fats rising above 205 degrees centigrade or the manufacturer's maximum temperature if less than 205 degrees centigrade
- **b** a separate fully functioning high temperature limit control of a non-self-resetting type to shut off the heat source should the temperature of the fat exceed 230 degrees centigrade

2 a means for the emergency shutdown of power fuel supply and the extraction system of all cooking equipment must be provided. The emergency shutdown must be clearly labelled, easily accessible and safely located

3 all deep fat frying equipment including flues and exhaust ducting must be securely fixed and free from contact with combustible material. The exhaust ducting must be constructed of and supported by galvanised

or stainless steel materials with watertight seams and joints

4 a fire blanket must be situated in the cooking area and must be in such a position where it can be safely reached in the event of fire

5 a 6 litre Class F wet chemical fire extinguisher must be situated where it is easily accessible in the vicinity of any deep fat frying equipment and must be maintained under an annual service contract with a British Approvals for Fire Equipment (BAFE) registered contractor

6 all extraction hoods, canopies, filters and grease traps must be cleaned at least once every 7 days and a written record must be kept by **you** detailing each cleaning activity

7 all internal surfaces of all ducting and extraction motors must be cleaned at least once every 12 months by a specialist contractor who is accredited by the British Engineering Services Association (BESA) complying with the standards laid down by BESA 'TR19® Grease - Fire Risk Management of Grease Accumulation within Kitchen Extract Systems'

8 all waste oil must be kept in closed metal (or heat resistant plastic) containers and removed from the buildings at the end of each working day and from the **premises** at least once a week

9 where fire suppression equipment is fitted

- **a** the installation must be maintained annually under contract by the equipment manufacturer or their appointed approved contractors
- **b** the installation must have both manual and automatic operation and it must automatically shut down the heat supply and extraction system on activation
- **c** the installation must be recharged and fully operational within 48 hours following activation

10 the installation and connection of

- **a** gas fired deep fat frying equipment to the gas supply must be carried out by a GAS SAFE registered contractor
- **b** electrical powered deep fat frying equipment must be carried out by a member of National Inspection Council for Electrical Installation Contracting (NICEIC), Electrical Contractors Association (ECA), NAPIT or SELECT (Scotland only) registered contractor

11 all deep fat frying equipment, including safety devices, should be serviced at frequencies in accordance with the original equipment manufacturers instructions by suitably qualified personnel.

If **you** do not comply with this condition, **you** will not be covered and **we** will not make any payment in respect of a claim for fire and/or explosion.

## 5 No smoking condition

**You** must ensure that

1 smoking is not permitted in enclosed or substantially enclosed buildings and standard no smoking notices must be displayed in prominent positions

2 any outside area designated for smoking must be kept clear of combustible materials and provisions must be made for the extinguishment of lighted materials.

If **you** do not comply with this condition, **you** will not be covered and **we** will not make any payment in respect of a claim for fire and/or explosion.

## 6 Hot work permit system condition

**You** must ensure that for any construction, maintenance, repair or activity at the **premises** which involves **hot work, you** must enforce a hot work permit system under which **you** must ensure that

1 prior to any work commencing, the contractor or person employed to complete the work completes and signs a hot work permit which is available upon request from **your** insurance broker.

2 the precautions and systems of work shown on the hot work permit are complied with at each stage of the work.

3 a signed and completed copy of the hot work permit is retained by **you** and provided to **us** in the event of a claim.

If **you** do not comply with this condition, **you** will not be covered and **we** will not make any payment in respect of a claim for fire and/or explosion.

## 7 Waste condition

**You** must ensure that

1 all oily or greasy waste and cloths must be kept in metal bins with close fitting metal lids and removed from the buildings at the end of each working day and from the **premises** at least once a week

2 all other trade refuse must be swept up and removed daily from the buildings and from the **premises** at least once a week.

If **you** do not comply with this condition, **you** will not be covered and **we** will not make any payment in respect of a claim for fire and/or explosion.

## 8 Alarm condition

For cover to operate in respect of **damage** following entry or attempted entry to or exit from the **alarmed buildings** by forcible and violent means **you** must ensure that the following must be complied with

1 the **alarmed buildings** are protected by an **intruder alarm system** designed, installed and maintained to British Standard BS 4737 or European Norm EN 50131 including, where stipulated by **us** or the local police authority, British Standard BS8243 for installation of intruder alarm systems designed to generate confirmed alarms

2 the intruder alarm installation and maintenance company must be both

   **a** a member of an alarm inspectorate which is accredited by the United Kingdom Accreditation Service (UKAS) to BS EN ISO/IEC 17065 or BS EN 17021

   and

   **b** recognised as an approved company by National Security Inspectorate (NSI) or Security Systems and Alarm Inspectorate Board (SSAIB) for the design, installation and maintenance of intruder alarm systems

3 the **intruder alarm system** must be maintained in full and efficient working order under a contract to provide both corrective and preventative maintenance, as per the requirements of BS 4737 or EN 50131 with the installing company or such other company as agreed with **us**. Where remote alarm signalling is required, the signal transmission must be transmitted to an alarm-receiving centre fully compliant with BS 5979 or BS EN 50518 and operated by a company accredited and operating to a quality management system in accordance with EN ISO 9000

4 no alteration to or substitution of

   **a** any part of the **intruder alarm system**

   **b** the maintenance contract

   **c** the structure of the **alarmed buildings** or changes to their layout which would affect the effectiveness of the **intruder alarm system**

   **d** the procedures agreed with **us** for police or any other response to any activation of the **intruder alarm system**

   be made without **our** written agreement

5 the **alarmed building** will not be left unattended without **our** agreement

   **a** unless the **intruder alarm system** is set in its entirety with the means of communication used to transmit signals (including both alarm transmission systems for dual signalling systems) in full operation

   **b** if the police have withdrawn their response to alarm activations

   If the alarm system is not fully operative **you** must make arrangements for the **premises** to be attended until the **intruder alarm system** is fully operational

6 **you** must keep all security codes for the **intruder alarm system** confidential and all codes and keys must be removed from the **premises** when they are left unattended

7 **you** will appoint at least two **key holders** and give written details (which must be kept up to date) to the alarm company and either the police or the alarm-receiving centre

8 in the event of notification of any activation of the **intruder alarm system** or interruption of means of communication, including one or both alarm transmission systems for dual signalling systems, during any period the **intruder alarm system** is set a **key holder** will attend the **premises** as soon as reasonably possible

If the alarm cannot be reset following the **key holder** attendance **you** must make arrangements for the **premises** to be attended until the **intruder alarm system** is fully operational

9 in the event of **you** receiving any notification

- **a** that the police attendance in response to alarm signals or calls from the **intruder alarm system** may be withdrawn, or the level of response reduced or delayed
- **b** from a local authority or magistrate imposing any requirement for abatement of nuisance
- **c** that the **intruder alarm system** cannot be returned to or maintained in full working order

**You** will tell **us** as soon as possible but in any event within 7 days and comply with any subsequent requirements stipulated by **us**.

If **you** do not comply with this condition, **you** will not be covered and **we** will not make any payment in respect of a claim for malicious damage and/or theft or attempted theft.

# Business interruption section – All risks

**Contents of this section**


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**Your** schedule will show if this section is covered.

## Meanings of defined terms

These meanings apply within this section. They will be highlighted in bold blue print and will have the same meaning, whether shown in the singular or plural. These are in addition to the defined terms that can be found within the **Meanings of defined terms section** of **your policy**.

**Note 1** For the purpose of the following defined meanings, any adjustments implemented in current cost accounting will be disregarded

**Note 2** To the extent that **you** are accountable to the tax authorities for Value Added Tax all terms in this section will be exclusive of such tax

**Note 3** Adjustments will be made as necessary for trends of the **business** and for variations and other circumstances affecting the **business**, either before or after the **incident**, or which would have affected the **business** had the **incident** not occurred so that the adjusted figures represent as closely as possible, the results which would have been obtained during the **indemnity period** after the **incident**.

### Accounts receivable

The total amount of the balances debited to **customers** in **your** accounts and declared in the last statement given under the provisions of the **Premium adjustment condition** after adjustments for bad debts and for amounts debited (or invoiced but not debited) and credited (including credit notes and cash not passed through the books at the date of the **incident**) to **customers** accounts in the period between the date of the statement and the date of the **incident**.

### Annual gross rentals

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

### Annual gross revenue

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

### Annual turnover

The **turnover** during the 12 months immediately before the date of the **incident**.

### Building(s)

The buildings, outbuildings, extensions, and garages together with landlord's fixtures and fittings in or on them, foundations or footings, canopies, annexes, gangways, conveniences, chimneys, fire escapes, walls, gates and fences, yards, car parks, roads and pavements, piping, ducting, cables, wires and associated control gear, CCTV systems, entry and exit systems signage, accessories and electric vehicle chargepoints fixed to **your** building(s), their tethered cables and connectors on the **premises** and extending to the public mains, but only to the extent of **your** responsibility.

### Business interruption

Loss, cost or expense resulting from interruption of or interference with the **business** carried on by **you** at the **premises** as a result of any loss, destruction or damage to property used by **you** at the **premises** for the purposes of the **business**.

### Communicable disease

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

1 the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and

2 the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and

3 the disease, substance or agent can cause or threaten 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.

### Computer systems

Computer or other equipment or component or system or item which processes, stores, transmits or receives **data**.

### Customers

All **your** customers who obtain goods or services from **you** on a credit basis.

### Cyber act

An unauthorised, malicious or criminal act or series of related unauthorised, malicious and criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **computer systems**.

### Cyber incident

1 any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **computer systems**

2 any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **computer systems**.

### Damage

Physical loss or destruction or damage.

### Data

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

### Defined peril

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

### Denial of service attack

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

### Estimated gross profit

The amount declared by **you** to **us** as the anticipated **gross profit** which will be earned by the **business** during the financial year most closely concurrent with the **period of insurance** (or a proportionately increased multiple of the anticipated **gross profit** where the **maximum indemnity period** exceeds 12 months).

### Estimated gross rentals

The amount **you** declare to **us** as the anticipated **gross rentals** which will be earned by the **business** during the financial year most closely concurrent with the **period of insurance** (or a proportionately increased multiple of the anticipated **gross rentals** where the **maximum indemnity period** exceeds 12 months).

### Estimated gross revenue

The amount declared by **you** to **us** as the anticipated **gross revenue** which will be earned by the **business** during the financial year most closely concurrent with the **period of insurance** (or a proportionately increased multiple of the anticipated **gross revenue** where the **maximum indemnity period** exceeds 12 months).

### Flood

**Damage** caused by

1 the escape of water from the normal confines of any natural or artificial water course, lake, reservoir, canal, drain or dam

2 inundation from the sea

3 inundation by rainwater or rainwater-induced run off other than where the inundation is solely caused by or solely results from ingress of rainwater through or via the roof of the building

whether resulting from storm or not.

### Gross profit

The amount by which the sum of the **turnover**, closing stock and work in progress exceeds the sum of the opening stock, work in progress and **uninsured working expenses**.

The amounts of the opening and closing stocks (including work in progress) will be arrived at in accordance with **your** usual accounting methods with provision being made for depreciation.

### Gross rentals

The money paid or payable to **you** for tenancies and other charges and for services rendered in the course of the **business** at the **premises**.

### Gross revenue

The money paid or payable to **you** for services provided in the course of the **business** at the **premises**.

### Hacking

Unauthorised access to any **computer systems**, whether **your** property or not.

### Incident

**Damage** to property used by **you** at the **premises** for the purpose of the **business**

or

**Damage** to **your** accounting records, other business books or records at the **premises** for any item on **accounts receivable**.

### Indemnity period

The period during which the **business** is affected, starting on the date the **incident** occurred and ending not later than the **maximum indemnity period**.

### Maximum indemnity period

The period shown in **your** schedule.

### Other items

The items shown under the heading of 'Other items' in **your** schedule.

### Phishing

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

### Premises

The premises shown in **your** schedule.

### Rate of gross profit

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

### Standard gross rentals

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

### Standard gross revenue

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

### Standard turnover

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

### Storm

Storm excluding damage by **flood**.

### Terrorism

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

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

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

### Time element loss

Business interruption, contingent business interruption or any other consequential losses.

### Turnover

The money paid or payable to **you** for goods sold and delivered and for services rendered in the course of the **business** at the **premises**.

### Uninsured working expenses

1. Purchases less discounts received
2. Discounts allowed
3. Carriage, freight and packaging
4. Bad debts.

### Unoccupied

Any building(s) or any portions of the building(s) which are wholly empty, more than 50% empty or not in use by **you** or any of **your** tenants for more than 30 consecutive days.

## Virus or similar mechanism

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

## Basis of claim settlement

These terms of settlement only apply if the paragraph title appears in **your** schedule for this section.

### Gross profit/Estimated gross profit

**We** will cover **you** for loss of **gross profit** due to

1 reduction in **turnover**

and

2 increase in cost of working

and the amount payable will be

- **a** for reduction in **turnover** - the sum produced by applying the **rate of gross profit** to the amount by which the **turnover**, during the **indemnity period**, falls short of the **standard turnover** as a result of the **incident**
- **b** for increase in cost of working - the additional cost (subject to the provisions of the **Uninsured working expenses condition**) necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in **turnover** which would have taken place during the **indemnity period** as a result of the **incident**, but not exceeding the sum produced by applying the **rate of gross profit** to the amount of the reduction which has been avoided by this additional cost

less any amount saved during the **indemnity period** for the charges and expenses of the **business** payable out of **gross profit** as may stop or be reduced as a result of the **incident**.

Provided that if the sum insured by the item on **gross profit** is less than the sum produced by applying the **rate of gross profit** to the **annual turnover** (or to a proportionately increased multiple where the **maximum indemnity period** exceeds 12 months) the amount payable will be proportionately reduced.

### Gross revenue/Estimated gross revenue

We will cover **you** for

1 loss of **gross revenue**

and

2 increase in cost of working

and the amount payable will be

- **a** for reduction in **gross revenue** - the amount by which the **gross revenue** during the **indemnity period**, falls short of the **standard gross revenue** as a result of the **incident**
- **b** for increase in cost of working - the additional cost necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in **gross revenue** which would have taken place during the **indemnity period** as a result of the **incident**, but not exceeding the amount of the reduction which has been avoided by this additional cost

less any amount saved during the **indemnity period** for the charges and expenses of the **business** payable out of **gross revenue** as may stop or be reduced as a result of the **incident**.

Provided that if the sum insured by the item on **gross revenue** is less than the **annual gross revenue** (or to a proportionately increased multiple where the **maximum indemnity period** exceeds 12 months) the amount payable will be proportionately reduced.

### Gross rentals/Estimated gross rentals

**We** will cover **you** for

1 a loss of **gross rentals**

and

2 increase in cost of working

and the amount payable will be

- **a** for reduction in **gross rentals** - the amount by which the **gross rentals** during the **indemnity period**, falls short of the **standard gross rentals** as a result of the **incident**
- **b** for increase in cost of working - the additional cost necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in **gross rentals** which would have taken place during the **indemnity period** as a result of the **incident**, but not exceeding the amount of the reduction which has been avoided by this additional cost

less any amount saved during the **indemnity period** for the charges and expenses of the **business** payable out of **gross rentals** as may stop or be reduced as a result of the **incident**.

Provided that if the sum insured by the item on **gross rentals** is less than the **annual gross rentals** (or to a proportionately increased multiple where the **maximum indemnity period** exceeds 12 months) the amount payable will be proportionately reduced.

### Additional increased cost of working

**We** will cover **you** for further additional costs beyond those recoverable under paragraph **b** for **gross profit/estimated gross profit** or **gross revenue/estimated gross revenue** that **you** necessarily and reasonably incur during the **indemnity period** as a result of the **incident**, for the sole purpose of avoiding or diminishing a reduction in **turnover** or **gross revenue**.

### Increased cost of working

**We** will cover **you** for the increased cost of working and the amount payable will be the additional expenditure necessarily and reasonably incurred by **you** as a result of the **incident** in order to prevent or minimise the interruption of the **business** during the **indemnity period**. **We** will not be liable for more than 50% of the sum insured during the first 3 months of the **indemnity period** and the balance will follow in equal monthly proportions.

### Accounts receivable

**We** will cover **you** for

1 loss of **accounts receivable**

and

2 additional costs

and the amount payable will be

- **a** for loss of **accounts receivable**: the difference, solely due to the **incident**, between the amount of the **accounts receivable** at the date of the **incident** and the total amount received in payment of them during the 12 months after the **incident**
- **b** for additional costs: the additional costs necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the loss of **accounts receivable** which would have taken place as a result of the **incident**, but not exceeding the amount which would otherwise have been payable under **a** above

provided that if at the time of the **incident** the sum insured by this item is less than the total amount of the **accounts receivable**, the amount payable will be proportionately reduced.

### Other items

**We** will cover **you** for **other items** shown as covered in **your** schedule on the basis of cover described within the endorsement detailed in **your** schedule.

## ✓ What is covered

1 **We** will cover **you** for the items shown in **your** schedule other than for **accounts receivable**

If any **building(s)** or other property used by **you** at the **premises** for the purpose of the **business** suffers **damage** during the **period of insurance** and as a result the **business** is interrupted or interfered with, then **we**

will pay **you** for each item in **your** schedule the amount of loss resulting from the interruption or interference.

Provided that

**a** at the time of the **damage** there is insurance in force covering **your** interest in the **building(s)** or other property against that **damage** and that

**i** payments have been made or liability admitted under that insurance

or

**ii** payment would have been made or liability admitted but for the conditions in that insurance, excluding liability for losses below a specified amount

**b** **our** liability under this section will not exceed

**i** the total sum insured or for any item its sum insured at the date of the **damage**

**ii** the sum insured remaining after deduction for any other **business interruption** as a result of a claim for **damage** occurring during the same **period of insurance**, unless **we** have agreed to reinstate any sum insured.

**2** **We** will cover **you** for any items shown in **your** schedule for **accounts receivable**.

If any of **your** accounting records, other business books or records at the **premises** suffers **damage** during the **period of insurance** and it is not possible for **you** to obtain from **your customers** all the amounts due to **you** and outstanding at the date of the **damage**, then **we** will pay **you** the amount **you** may be entitled to recover under the conditions of this section.

Provided that **our** liability will not exceed

**a** the total sum insured or for any item of **accounts receivable**, its sum insured at the date of the **damage**

**b** the sum insured remaining after deduction for any other loss under this section as a result of **damage**, occurring during the same **period of insurance** unless **we** have agreed to reinstate the sum insured.

### Contract sites cover

**We** will cover **you** for any loss insured by this section resulting from interruption of or interference with the **business** as a result of **damage** to **your** property whilst at contract sites being worked upon by **you** anywhere within the **policy territories**.

**Our** liability under this cover for any one site will not exceed £100,000.

### Denial of access cover

**We** will cover **you** for loss of **business interruption** covered by this section, resulting from interruption of or interference with **your business** caused directly by **damage** by fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them, theft, earthquake, **storm**, **flood**, escape of water from any tank apparatus or pipe, leakage of oil from any fixed heating installation, impact by any road vehicle or animal to property exclusively within a 1 mile radius of **your premises** which prevents the use of **your premises**, or access to it, regardless of whether **your premises** is damaged or not

Provided that

**1** fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them, theft, earthquake, **storm**, **flood**, escape of water from any tank apparatus or pipe, leakage of oil from any fixed heating installation, impact by any road vehicle or animal are covered under the property damage section in respect of **your premises**

**2** the insurance provided by this cover in any one **period of insurance** shall only apply for the period starting with the prevention of access or hindrance of use and ending after 3 months during which time **you** suffer an interruption to **your business**

**3** **our** liability for any one claim and in any one **period of insurance** is either 25% of the annual figure on which **your** sum insured is based or £1,000,000 whichever is lower, irrespective of the number of **premises** insured. The **Reinstatement of sum insured after loss condition** shall not apply in respect of this cover

4 this does not include any **damage** to property from which **you** obtain electricity, gas, water or telecommunications services which prevent or hinder the supply of these services

5 **we** will not cover **you** for any incident involving interference or interruption with the **business** that is less than 12 consecutive hours.

### Essential employees cover

**We** will cover **you** for any loss insured by this section resulting from interruption of or interference with the **business** as a result of

1 **a** death of an employee except due to illness

**b** permanent total disablement arising out of bodily injury except due to illness which in the opinion of an independent medical officer will in all likelihood prevent the employee from carrying out their usual employment or usual occupation for the remainder of their life.

2 **your** employee winning a prize on the national lottery, premium bonds or football pools provided that their win exceeds £100,000 but excluding losses where **your** employee

**a** has been employed by **you** for a period of less than 12 months

**b** has served notice or has been served notice of termination of their employment prior to their win

**c** has been absent from work through sickness, disability or suspension for a period of 4 weeks at the time of their win.

Provided that the cover will only apply from the date of the death or permanent total disablement or lottery win, premium bond win or football pools win for **your** employee and end a maximum of 3 months after this date.

**Our** liability will not exceed the amount of loss resulting from interference or interruption to **your business** for up to a maximum of 3 months in any one **period of insurance** or £100,000 whichever is the lower.

### Exhibition cover

**We** will cover **you** for any loss, covered by this section, resulting from interruption or interference with the **business** as a result of **damage** to **your** property whilst at exhibition sites anywhere within the **policy territories** and the European Union, other than at the **premises** in **your** occupation, where **you** are exhibiting goods.

Provided that after the application of all other terms and conditions of the **policy our** liability for any one loss will not exceed £100,000.

### Exhibition expenses cover

The following meanings highlighted in bold blue print will have the same meaning wherever they are used in this cover.

#### Expenses

Advertising, printing and stationery, insurance premiums, charge for space at exhibitions, telephone, hire of stands, display materials and the like, transport charges, wages on stand and installing exhibits.

#### Location

Any exhibition site within the **policy territories** and European Union, elsewhere than at the **premises** in **your** occupation, where **you** are exhibiting goods including whilst in transit by road, rail or inland waterway.

**We** will cover **you** for the **expenses you** incur in connection with exhibitions held at any **location**

provided that

1 in the event of the exhibition not being held (or **you** are unable to exhibit at all) as a result of the **incident** at any **location**, the amount recoverable will be limited to the **expenses you** have paid or are liable to pay in connection with the exhibition

2 should the exhibition be discontinued after it starts, but before the full exhibition finishes (or **you** are unable to continue to exhibit for the full period of the exhibition) as a result of the **incident** at any **location**, the amount recoverable will be limited to the proportion of the amount calculated in accordance with provision **1** above, as the period for which

**you** could not exhibit relates to the whole period of the exhibition

3 if the sum insured is less than the total of the **expenses**, the amount payable will be proportionately reduced.

**Our** liability for any one claim will not exceed £2,500.

### Failure of selected public supplies cover

**We** will cover **you** for loss insured by this section resulting from interruption or interference with **your business** caused by the unplanned disruption of

1 the public electricity supply at **your** supplier's generating station or sub station

2 the public gas supply at **your** supplier's land based premises

3 the public water supply at **your** supplier's waterworks or pumping station

4 the public telecommunications services at **your** supplier's land based premises

from which **you** obtain electricity, gas, water or telecommunications services within the **policy territories** where such unplanned disruption is a direct result of **damage** caused by fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them, theft, malicious persons, accidental damage, earthquake, **storm**, **flood**, escape of water from any tank, apparatus or pipe, leakage of oil from any fixed heating installation, impact by any road vehicle or animal.

Provided that after the application of all other terms and conditions of this section, the most **we** will pay is the lower of either 25% of the annual figure upon which **your** sum insured is based, or £1,000,000 in total in any one **period of insurance** irrespective of the number of **premises** insured and regardless of the number of suppliers affected during any one **period of insurance**.

The **Reinstatement of sum insured after loss condition** shall not apply in respect of this cover.

The insurance provided by this cover in any one **period of insurance** shall only apply for the period starting with the unplanned disruptions(s) of supply or service at **your premises** and ending after 3 months in total during which time **you** suffer a loss of **business interruption** regardless of the number of **your** suppliers affected during the **period of insurance** or the number of **premises** insured.

**We** will not cover

a any failure

i which does not involve cessation of supply, for at least 12 consecutive hours

ii due to an excluded cause

b loss resulting from failure caused by

i any deliberate act or decision of any utility supply undertaking or public authority in cutting off, withholding, restricting or rationing, whether planned in advance or not, or the exercise by any such utility undertaking, government or public authority of its power to cut off, withhold, restrict or ration supply or services

ii strikes or any labour or trade dispute

iii solar flare or other atmospheric or weather conditions, but **we** will cover failure due to **damage** to equipment caused by these conditions.

In any action, lawsuit or other proceedings or where **we** allege that any loss resulting from damage is not covered by this section, it will be **your** responsibility to prove that they are covered.

### Fines, penalties and damages cover

**We** will cover **you** for fines, penalties or damages for breach of contract and the amount payable will be the sums **you** are legally liable to pay in discharge of

1 fines, penalties or damages incurred solely as a result of **damage** for non-completion or late completion of orders, work or services

and

2 committed costs for outside purchases or services incurred solely as a result of the **damage** in respect of the outside purchases

or services which cannot be utilised by the **business** during the **indemnity period**.

**Our** liability for any one claim will not exceed £2,500.

### Inflation protection cover

**We** will adjust the sum insured at each renewal in line with suitable indices of costs and the renewal premium for this section will be based on the adjusted sum insured.

### Loss reduction expenses cover

**We** will cover **you** for the costs and expenses necessarily and reasonably incurred by **you** with **our** consent in

1 preventing or reducing imminent interruption of or interference with the **business** which would have been covered by this section

2 reducing, mitigating or otherwise alleviating any interruption of or interference with the **business** covered by this section during and after the occurrence of an insured event

provided that

1 the impending interruption of or interference with the **business** was not reasonably foreseeable earlier and would be the natural outcome if such costs and expenses were not incurred

2 the impending interruption of or interference with the **business** did not arise from any defect in the property used by **you** for the purpose of the **business**

3 **we** are satisfied that the interruption of or interference with the **business** which would have been covered by this section has been avoided or reduced as a result of the measures taken.

**Our** liability will not exceed £2,500 in any one **period of insurance**.

### Munitions of war cover

The **War risks exclusion** will not apply to **damage** to property insured under this section from or occasioned by the detonation of World War II munitions of war only or parts thereof in or within five miles of the **premises** situated in the **policy territories**.

### Murder, suicide or disease cover

**We** will cover **you** for any loss of **business interruption** insured by this section resulting from interruption of or interference with the **business** conducted by **you** at **your premises** during the **period of insurance** as a result of

1 the occurrence of any of the following specified human infectious or specified human contagious diseases

- Acute Encephalitis
- Acute Poliomyelitis
- Anthrax
- Chicken Pox
- Diphtheria
- Dysentery caused by Shigella
- Legionellosis
- Legionnaires' Disease
- Malaria
- Measles
- Meningococcal Infection
- Mumps
- Opthalmia Neonatorum
- Paratyphoid fever
- Bubonic, Septicemic and Pneumonic Plague
- Rabies
- Rubella
- Tetanus
- Tuberculosis
- Typhoid Fever
- Whooping Cough
- Yellow Fever

manifested by any person whilst at **your premises** which directly and exclusively results in restrictions having the force of law imposed by the police or other competent local (as opposed to a minister or other central governmental or public) authority which require the compulsory closing of the whole or part of **your premises** to prevent or restrict access to **your premises**

2 murder, suicide or rape at **your premises**

3 bodily injury (excluding illness, disease and psychiatric injury) or bacterial food poisoning

sustained by any person arising from or traceable to foreign or injurious matter in food or drink provided at **your premises**

4 the discovery of vermin or pests in the **building(s)** at **your premises** that prevents the use of or part use of the **buildings** by order of a public authority having the force of law

5 the compulsory closing of the whole or part of **your premises** by order of a public authority having the force of law as a result of an accident causing a defect in the drains, toilets or sinks at **your premises**.

**We** will not cover

a any costs incurred in the cleaning, repair, replacement, recall or checking of the property insured

b any loss to the extent that it would have been caused in any event by disease occurring in a wider geographical area extending beyond **your premises** or by vermin or pests being discovered in a wider geographical area beyond the building(s) at **your premises**

c any incident involving interference or interruption to the **business** that is less than 12 consecutive hours.

Any Disease exclusion shall apply to this Murder, suicide or disease cover, except that **communicable disease** shall not include the specified human infectious or specified human contagious diseases listed under clause **1** of this cover, the pathogens which cause them, or bacterial food poisoning, provided that such diseases listed under clause **1** have not been declared by the World Health Organization to be a public health emergency of international concern or a pandemic.

The **maximum indemnity period** under this cover shall be 3 months in any one **period of insurance** commencing from the date of

i the compulsory closing of the whole or part of **your premises** (in relation to clauses **1** and **5** of this cover)

ii the discovery of murder, suicide or rape (in relation to clause **2** of this cover)

iii the occurrence of injury or illness (in relation to clause **3** of this cover) or, where there is a series of related injuries or illness, the first occurrence of injury or illness in that series

iv the order of the public authority (in relation to clause **4** of this cover).

**Our** liability will not exceed the lower of the **maximum indemnity period** of 3 months or £25,000 or 25% of the annual figure on which **your** sum insured is based in any one **period of insurance**, irrespective of the number of **premises** insured.

The **Reinstatement of sum insured after loss condition** shall not apply in respect of this cover.

For the purposes of the cover provided under this cover clause, any references to **damage** or **incident** within the meaning of the defined terms (including the notes thereto), the basis of claim settlement provisions, section or general exclusions, conditions and **Policy conditions** shall be read as if they were references to the cover provided under clauses **1** to **5** above.

### Patterns cover

**We** will cover **you** for any loss insured by this section resulting from interruption of or interference with the **business** as a result of **damage** to patterns, jigs, models, templates, moulds, tools, dyes, drawings or designs which are **your** property or held in trust by **you** or for which **you** are responsible whilst at the premises of any machine makers, engineers, founders or other metal workers (excluding any premises in **your** occupation) within the **policy territories**.

**Our** liability for any one claim will not exceed £10,000.

### Theft or attempted theft cover

**We** will cover **you** for any loss insured by this section resulting from interruption or interference with the **business** caused by theft or attempted theft

1 involving entry to or exit from the building(s) or any part of the building(s) used by **you** at the **premises** by forcible and violent means

2 following assault or violence or threat of violence, to **you** or any of **your** partners, directors or employees or any member of **your** family, or any other person lawfully at the **premises**.

### Theft of building fabric cover

**We** will cover **you** for any loss insured by this section resulting from interruption of or interference with the **business** caused by theft or attempted theft of the external fabric of any **building(s)** insured by this **policy** up to the sum insured.

This cover does not apply to any **building(s)** which is **unoccupied**.

### Transit cover

**We** will cover **you** for any loss insured by this section resulting from interruption of or interference with the **business** as a result of **damage** to property belonging to **you** whilst in transit by road, rail or inland waterway within the **policy territories**.

**Our** liability under this cover for any one claim will not exceed £100,000.

### Unspecified customers cover

The following meaning highlighted in bold blue print will have the same meaning where it is used in this cover.

#### Customers

The companies, organisations or individuals who at the date of the incident **you** have contracts or trading relationships with for the supply of goods or services.

**We** will cover **you** for any loss insured by this section resulting from interruption of or interference with the **business** for a **maximum indemnity period** of 12 months as a result of

1 **damage** at the premises of any of **your customers** (other than those **customers** more specifically insured by this section) situated within the **policy territories**

2 **damage** to property insured in **your** schedule, held at unspecified **customers** premises within the **policy territories**.

**Our** liability for any one claim will not exceed £100,000.

### Unspecified suppliers and storage sites cover

The following meaning highlighted in bold blue print will have the same meaning where it is used in this cover.

#### Suppliers

The companies, organisations or individuals including manufacturers or processors of components, goods or materials who at the date of the **incident**, **you** have contracts or trading relationships with for the supply of goods or services to **you**.

**We** will cover **you** for any loss, covered by this section resulting from interruption or interference with the **business** as a result of **damage** at

1 the premises of any of **your suppliers** other than those **suppliers** more specifically insured by this section

2 premises not in **your** occupation where **your** property is stored

within the **policy territories** or to properties noted in **your** schedule for a **maximum indemnity period** of 12 months.

This cover does not apply to the premises of any **supplier** from where **you** obtain electricity, gas or water or telecommunications services.

**Our** liability under this cover for any one claim will not exceed £100,000.

## ✘ What is not covered

### Aircraft and aerial devices exclusion

**We** will not cover **you** for **business interruption** caused by or occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds. **We** will cover subsequent **business interruption** which itself results from a cause covered by this section.

### Brittle articles exclusion

**We** will not cover **you** for **business interruption** resulting from loss, destruction or damage to glass (other than fixed glass), china, earthenware, marble or other fragile or brittle

objects other than for **business interruption** caused by a **defined peril** covered by this section.

### Collapse exclusion

**We** will not cover **you** for **business interruption** resulting from loss, destruction or damage to the **building(s)** or structure caused by its own collapse or cracking unless resulting from a **defined peril** which is covered by this section.

### Collusion theft exclusion

**We** will not cover **you** for **business interruption** resulting from theft or attempted theft caused by or in conjunction with **you** or any of **your** partners, directors or employees or any member of **your** family or any other people lawfully at the **premises**.

### Cyber exclusion

**We** will not cover **you** for any loss, damage, cost or expense directly or indirectly caused by, contributed to by, arising from, occasioned by or resulting from

1 any **cyber act** including but not limited to **hacking**, **phishing**, **denial of service attack** or the transmission of any **virus or similar mechanism**

2 any **cyber incident**.

This exclusion shall not apply to claims for **damage** resulting from fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them covered by this section.

### Date recognition exclusion

**We** will not cover **you** for any loss, damage, cost or expense resulting from, directly or indirectly caused by, contributed to or arising from the failure of equipment (including any **computer systems**) to correctly recognise any given date or to process data or to operate properly due to failure to recognise any given date.

This exclusion shall not apply to claims for **damage** resulting from a **defined peril** covered by this section.

### Deliberate loss or damage exclusion

**We** will not cover **you** for any loss, damage, cost or expense caused, or allowed to be caused, deliberately, wilfully, maliciously, illegally or unlawfully by **you**.

### Disease exclusion

1 Notwithstanding any provision to the contrary within this section, this section excludes any loss, damage, liability, claim, cost or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with a **communicable disease** or the fear or threat (whether actual or perceived) of a **communicable disease** regardless of any other cause or event contributing concurrently or in any other sequence thereto.

2 Subject to the other terms, conditions and exclusions contained in this section, this section will cover physical damage to property insured and any **time element loss** directly resulting therefrom where such physical damage or **time element loss** is covered by this section and is directly caused by or arising from any of the following perils: fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them, or impact by any road vehicle or animal, **storm**, earthquake, **flood**, subsidence, landslip, landslide, riot, riot attending a strike, civil commotion, vandalism and malicious persons, theft, escape of water from any tank apparatus or pipe, leakage of oil from any fixed heating installation.

### Electrical plant or apparatus exclusion

**We** will not cover **you** for **business interruption** as a result of loss, destruction or damage to any electrical plant or apparatus caused by its own overrunning, short circuiting, excessive pressure or self-heating.

**We** will cover subsequent **business interruption** which itself results from a cause covered by this section.

### Erasure of data exclusion

**We** will not cover **you** for **business interruption** arising directly or indirectly from

1 erasure, loss, distortion or corruption of information on computer systems or other records, programs or software caused deliberately by rioters, strikers, locked-out workers, persons taking part in labour disturbances, civil commotion or malicious persons

2 other erasure, loss, distortion or corruption of information on computer systems or other records, programs or software unless resulting from a **defined peril** covered by this section.

### Faulty or defective workmanship exclusion

**We** will not cover **you** for **business interruption** caused by or consisting of faulty or defective workmanship, operational error or omission by **you**, any of **your** employees or anyone on **your** behalf, but **we** will cover subsequent **business interruption** which results from a **defined peril** covered by this section.

### Fraud and dishonesty exclusion

**We** will not cover **you** for **business interruption** arising directly or indirectly from any acts of fraud or dishonesty by **your** employees, or any partner, director or member of **your** family. **We** will cover subsequent **business interruption** which results from a **defined peril** covered by this section.

### Miscellaneous damage exclusion

**We** will not cover **you** for **business interruption** caused by or resulting from

1 corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin or insects

2 change in temperature, colour, flavour, texture or finish

3 joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, superheaters, pressure vessels or any range of steam and feed piping connected to them

4 mechanical or electrical breakdown or derangement of a particular machine, apparatus or equipment where the breakdown or derangement originates

but **we** will cover

1 **business interruption** which results from a **defined peril** covered by this section

2 subsequent **business interruption** which itself results from a cause covered by this section.

### Motor vehicle and other property exclusion

**We** will not cover **you** for **business interruption** resulting from loss, destruction or damage to

1 vehicles licensed for road use (including accessories on them) caravans, trailers, railway locomotives, rolling stock, watercraft or aircraft

2 property or structures in the course of construction or erection and materials or supplies in connection with all property in the course of construction or erection (unless specifically covered)

3 land, piers, jetties, bridges, culverts or excavations

4 livestock, growing crops or trees

5 pitch fibre pipes

6 electronic cryptographic or virtual currency or currencies of any kind.



Defined terms are **highlighted in bold blue** ▶ see the **Meanings of defined terms section** and the start of each section of cover for their meanings

### Pollution or contamination exclusion

**We** will not cover **you** for any consequential loss resulting from pollution or contamination but **we** will cover loss resulting from **damage** to property used by **you** at the **premises** for the purpose of the **business** which is covered elsewhere in this section caused by

1 pollution or contamination at the **premises** which itself results from a **defined peril** provided that peril is covered by this section

2 a **defined peril** provided that peril is covered by this section which itself results from pollution or contamination.

### Process exclusion

**We** will not cover **you** for **business interruption** arising directly or indirectly from loss, destruction or damage

1 to property used by **you** at the **premises** for the purpose of the **business** caused by fire, resulting from its undergoing any heating process or any process involving the application of heat

2 (other than by fire or explosion) to property used by **you** at the **premises** for the purpose of the **business** resulting from its undergoing any process of production, packing, treatment, testing, commissioning, servicing or repair.

### Property in the open exclusion

**We** will not cover **you** for **business interruption** resulting from loss, destruction or damage to fences, gates and moveable property in the open caused by wind, rain, hail, sleet, snow, **flood**, dust, theft or attempted theft.

### Radioactive contamination exclusion

**We** will not cover damage, or any other loss or expense resulting or arising from damage to any property, or any consequential loss, directly or indirectly caused by or contributed to by or arising from

1 ionising radiations or contamination by radioactivity from any nuclear fuel, nuclear waste from the combustion of nuclear fuel, radioisotopes, or any other nuclear or radioactive material

2 buildings, plant or equipment for the generation of nuclear power, or production, use or storage of nuclear fuel, nuclear waste from the combustion of nuclear fuel, radioisotopes, or any other nuclear or radioactive material

3 transportation of nuclear fuel, nuclear waste from the combustion of nuclear fuel, radioisotopes, or any other nuclear or radioactive material

4 the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of that assembly

5 any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

### Steam pressure exclusion

**We** will not cover **you** for **business interruption** following loss, destruction or damage caused by or consisting of the bursting of any vessel, machine or apparatus (not being a boiler or economiser used for domestic purposes only) where the internal pressure is due to steam only belonging to **you** or under **your** control.

But **we** will cover subsequent **business interruption** which itself results from a cause covered by this section.

### Subsidence exclusion

**We** will not cover **you** for **business interruption** caused by or resulting from

1 subsidence, ground heave or landslip unless resulting from fire, explosion, earthquake or the escape of water from any tank apparatus or pipe

2 coastal or river erosion

3 normal settlement or bedding down of new structures

Part 1 of this exclusion does not apply if **3 Subsidence cover** is shown as covered in **your** schedule.

### Terrorism and Northern Ireland exclusion

**We** will not cover **you** for consequential loss of any nature directly or indirectly caused by, resulting from or in connection with

1 In England, Scotland, Wales, the Channel Islands, Isle of Man and the Rest of the World
   - **a** any act of **terrorism**, regardless of any other cause or event contributing concurrently or in any other sequence to the loss
   - **b** any action taken in controlling, preventing, suppressing or in any way relating to any act of **terrorism**

2 In Northern Ireland
   - **a** any act of **terrorism**, regardless of any other cause or event contributing concurrently or in any other sequence to the loss
   - **b** any action taken in controlling, preventing, suppressing or in any way relating to any act of **terrorism**
   - **c** riot, civil commotion and (except for damage or interruption to the **business** caused by fire or explosion) strikers, locked-out workers or persons taking part in labour disturbances or malicious persons.

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

In any action, lawsuit or other proceedings or where **we** state that any loss, damage, cost or expense is not covered by this section it will be **your** responsibility to prove that they are covered.

### Theft or any attempted theft exclusion

**We** will not cover **you** for **business interruption** caused by or consisting of theft or any attempted theft

1 not involving entry to, or exit from building(s) or any part of the building(s) used by **you** at the **premises** by forcible and violent means

2 following assault or violence or threat of violence to **you** or any of **your** partners, directors or employees or any member of **your** family, or any other person lawfully at the **premises**

3 of property in the open or property not contained in a fully secured and locked building.

### Unexplained losses exclusion

**We** will not cover **you** for **business interruption** arising directly or indirectly from

1 disappearance, unexplained or inventory shortage

2 misfiling or misplacing of information.

### Unoccupied building exclusion

**We** will not cover **you** for **business interruption** for any building which is **unoccupied** caused by

1 freezing

2 escape of water from any tank, apparatus or pipe

3 malicious persons not acting on behalf of or in connection with any political organisation other than by fire or explosion

4 theft damage to the building

5 theft of fabric of the building.

### War risks exclusion

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

### Wear and tear, deterioration exclusion

**We** will not cover **you** for **business interruption** caused by or resulting from inherent vice, latent defect, gradual deterioration, wear and tear, frost, change in water table level, faulty or defective design or materials. **We** will cover subsequent **business interruption** which itself results from a cause covered by this section.

## Section conditions

These conditions of cover apply only to this section.

**You** must comply with the following conditions to have the full protection of **your policy**.

Some conditions specify circumstances whereby non-compliance will mean that **you** will not receive payment for a claim. However, **you** will be covered and **we** will pay **your** claim if **you** are able to prove that the non-compliance with these conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

### Accounts receivable condition

**We** will cover **you** for **business interruption** caused by or arising directly or indirectly from the loss, destruction or damage to **your** accounting records, other business books or records at the **premises**.

Provided that

1 at the end of each month **you** record the total amount of **accounts receivable**

2 **you** keep a copy of such record at a place other than at the **premises**

If **you** do not comply with this condition, **you** will not be covered and **we** will not make any payment in respect of a claim.

### Accumulated stocks condition

In adjusting any loss, an allowance will be made if any shortage of **turnover** due to the **damage** is postponed because the **turnover** is temporarily maintained from accumulated stocks of raw materials, work in progress or finished goods.

### Alternative trading condition

If during the **indemnity period** goods are sold, accommodation provided or services rendered elsewhere other than at the **premises** for the benefit of the **business**, either by **you** or by others on **your** behalf the money paid or payable for these sales, accommodation or services will be included in arriving at the **turnover, gross revenue** or **gross rentals** during the **indemnity period**.

### Arbitration condition

If **we** agree to pay **your** claim and **you** disagree with the amount to be paid, the amount of the difference will be referred to an arbitrator who is jointly appointed in accordance with the statutory requirements. **You** will not be able to take legal action against **us** over this disagreement until the arbitrators have made their award.

### Cessation or discontinuation condition

**We** will not cover **you** if after the start of the **period of insurance** the **business** is wound up or carried on by a liquidator or receiver or permanently discontinued.

### Claims condition

In event of a claim being made under this section **you** will at **your** own expense

1 a other than in respect of **accounts receivable** provide **us** within 30 days after the end of the **indemnity period** or within such time as agreed by **us** with written details of **your** claim

b provide **us** with details of any other insurances covering the property used by **you** at the **premises** for the purpose of the **business** or any part of it or any consequential loss.

2 deliver to **us** any books of account and other business books, vouchers, invoices, balance sheets and other documents, proofs and any other information required by **us**, for the purpose of investigating or verifying the claim together with, if required, a statutory declaration of truth of the claim and any matters connected with it.

If **you** do not comply with this condition

1 **we** have the right to refuse to pay **your** claim

2 if **we** refuse to pay **your** claim **you** must repay **us** any amount **we** may have already paid.

### Contribution condition

If the cover provided by this section is insured by any other policy, **we** will only cover **you** for **business interruption** up to the limits of **our** rateable proportion.

## Departmental condition

If the **business** is conducted in departments, where the independent trading results can be ascertained, the basis of settlement for **gross profit** or **gross revenue** or **gross rentals** will apply separately to each department affected by the **incident**. Where the sum insured for **gross profit**, **gross revenue** or **gross rentals** is less than the total sum produced by applying the rate of **gross profit**, **gross revenue** or **gross rentals** for each department of the **business** (whether affected by the **incident** or not) to the **annual turnover**, **annual gross revenue** or **annual gross rentals** (or to a proportionately increased multiple thereof where the **maximum indemnity period** exceeds 12 months) the amount payable shall be proportionately reduced.

## Limit of cover condition

If **we** cover more than one person, firm, subsidiary, company, organisation or premises the amount payable by **us** in total, on behalf of all entitled to cover under this section, shall not in any circumstances exceed in total the sum insured including any limit shown in this section or **your** schedule.

Any payment or payments that **we** make to any or all insured parties will reduce **our** liability by the amount of the payment to all insured parties for any loss covered by this section and (if applicable) in the **period of insurance**.

## New business condition

For the purpose of any claim arising from an **incident** occurring before the completion of the first years trading of the **business** at the **premises**, the following meanings apply and not as otherwise stated in this section.

1 **Rate of gross profit**

The rate of gross profit earned on the **turnover** during the period between the start date of the **business** and the date of the **incident**.

2 **Annual turnover**

The proportional equivalent for a 12 month period, of the **turnover** earned during the period between the start of the **business** and the date of the **incident**.

3 **Standard turnover**

The proportional equivalent for a period equal to the **indemnity period** of the **turnover** earned during the period between the start of the **business** and the date of the **incident**.

4 **Annual gross revenue**

The proportional equivalent for a period of 12 months of the **gross revenue** earned during the period between the start date of the **business** and the date of the **incident**.

5 **Standard gross revenue**

The proportional equivalent for a period equal to the **indemnity period** of the **gross revenue** earned during the period between the start date of the **business** and the date of the **incident**.

6 **Annual gross rentals**

The proportional equivalent for a period of 12 months of the **gross rentals** earned during the period between the start date of the **business** and the date of the **incident**.

7 **Standard gross rentals**

The proportional equivalent for a period equal to the **indemnity period** of the **gross rentals** earned during the period between the start of the **business** and the date of the **incident**.

**We** will make adjustments as necessary for trends of the **business** and for variations and other circumstances affecting the **business**, either before or after the **incident**, or which would have affected the **business** had the **incident** not occurred so that the adjusted figures represent as closely as possible, the results which would have been obtained during the **indemnity period** after the **incident**.

## Payments on account condition

At **your** request, payments on account may be made to **you** monthly during the **indemnity period**.

### Premium adjustment condition

The premium paid may be adjusted by **us** following a declaration of **gross profit**, **gross rentals** or **gross revenue** earned during the financial year most closely concurrent with the **period of insurance** as reported by **your** auditors

1 if any **incident** occurred resulting in a claim for loss of **gross profit**, **gross rentals** or **gross revenue**, **we** will increase the declaration for the purpose of premium adjustment, by the amount by which the **gross profit**, **gross rentals** or **gross revenue** was reduced during the financial year solely as a result of the **incident**.

2 if either declaration (adjusted as above and proportionately increased where the **maximum indemnity period** exceeds 12 months) is less than the sum insured on **gross profit, gross rentals** or **gross revenue** for the relative **period of insurance**, **we** will allow a pro rata return in the premium but **we** will not return more than 25% of the original premium.

Note: Accountants may be substituted for auditors for companies exempt from credit requirements.

### Professional accountants condition

Any particulars or details contained in **your** books of account, other business books or documents that are required by **us** for investigation or verifying any claim under the **Claims condition** for this section, may be produced by professional accountants if, at the time they are regularly acting for **you**. Their report will be prima facie evidence of the particulars and details to which the report relates to.

**We** will pay **you** the reasonable charges that **you** have to pay for professional accountants in producing the particulars or details or any other proofs, information or evidence that **we** may require under the **Claims condition** for this section and reporting these particulars or details are in accordance with **your** accounting records, other business books or documents.

Provided that the total amount payable under this condition and the amount otherwise payable under the section does not exceed the sum insured shown in **your** schedule.

### Reinstatement of sum insured after loss condition

In the event of **business interruption**, the sum insured by this section will be automatically reinstated from the date of the **damage** unless written notice is given to the contrary either by **us** or by **you**.

Provided that in the event of reinstatement **you** will

1 pay the necessary premiums that may be required for the reinstatement, from the date of reinstatement

2 complete any additional risk improvements which **we** may reasonably require.

### Salvage sales condition

If following a loss insured by this section resulting from interruption of or interference with the **business you** hold a salvage sale during the **indemnity period** paragraph **1 a** of the **gross profit/estimated gross profit** item of the Basis of claims settlement is amended as follows for reduction in **turnover**, the sum produced by applying the **rate of gross profit** earned on the **turnover** during the financial year immediately before the date of the **incident**, to the amount by which the **turnover** during the **indemnity period** (less **turnover** for the period of the salvage sale) as a result of the **incident**, falls short of the **turnover** during the corresponding period in the 12 months immediately before the date of the **incident** from which amount shall be deducted the **gross profit** actually earned during the period of the salvage sale.

### Subrogation waiver condition

In the event of a claim under this section **we** agree to waive any rights, remedies or relief to which **we** might have become entitled by subrogation against

1 any company standing in relation of parent to subsidiary (or subsidiary to parent) to **you**

2 any company which is a subsidiary of a parent company of which **you** are a subsidiary

in each case as defined by current law at the time of the **damage**.

### Uninsured working expenses condition

If any working expenses of the **business** are not insured by this section (having been deducted in arriving at the **gross profit**) then in calculating the amount recoverable as increase in cost of working, that proportion only of any additional cost will be taken into account which the **gross profit** relates to the sum of the **gross profit** and the **uninsured working expenses**.

## Specific section conditions and covers

The following conditions and covers only apply if shown as covered in **your** schedule

**You** must comply with the following conditions to have the full protection of **your policy**. Some conditions specify circumstances whereby non-compliance will mean that **you** will not receive payment for a claim. However, **you** will be covered and **we** will pay **your** claim if **you** are able to prove that the non-compliance with these conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

### 1 Deposit premium condition

The first and annual premiums are provisional, being 75% of the premiums which are payable at the start of the **period of insurance** and the balance of 25% to be paid within 6 months of the end of that period, except for any item on **gross profit, gross revenue** or **gross rentals** the premium paid will be adjusted on receipt by **us** of a declaration of **gross profit, gross revenue** or **gross rentals** earned during the financial year most closely concurrent with the year of insurance as reported by **your** auditors.

Note: Accountants may be substituted for auditors for companies exempt from audit requirements.

If any **incident** occurred resulting in a claim for loss of **gross profit, gross revenue** or **gross rentals, we** will increase the above declaration for the purpose of premium adjustment by the amount by which the **gross profit, gross revenue** or **gross rentals** was reduced during the financial year solely because of the **incident**.

If the declaration (adjusted as above and proportionately increased where the **maximum indemnity period** exceeds 12 months)

1 is less than 75% of the sum insured on **gross profit, gross revenue** or **gross rentals** for the relative period, **we** will allow a pro rata return of premium not exceeding 33 1/3 % of the provisional premium paid

2 is greater than 75% of the sum insured on **gross profit, gross revenue** or **gross rentals** for the relative period, **you** will pay a pro rata additional premium not exceeding 33 1/3 % of the provisional premium paid.

In the event that no declaration is received within 6 months of the end of the **period of insurance you** must pay the balance of 25% of the premium.

Part 1 of the **Premium adjustment condition** does not apply.

### 2 Declaration linked condition

1 Before each renewal **you** will supply **us** with the **estimated gross profit**, **estimated gross revenue** or **estimated gross rentals** for the financial year most closely concurrent with the following year of insurance.

2 The first and annual premiums for each item on **estimated gross profit**, **estimated gross revenue** or **estimated gross rentals** are provisional and are based on the **estimated gross profit, estimated gross revenue** or **estimated gross rentals**.

**You** must provide **us** with a declaration confirmed by **your** auditors, of the **gross profit, gross revenue or gross rentals** earned during the financial year most closely concurrent with the **period of insurance**. **We** must receive this no later than 6 months after the end of each **period of insurance**

Note: Accountants may be substituted for auditors for companies exempt from audit requirements.

If any **incident** occurred resulting in a claim for loss of **gross profit**, **gross revenue or gross rentals, we** will increase the above declaration for the purpose of premium adjustment by the amount which the **gross profit, gross revenue or gross rentals** was reduced during the financial year solely as a result of the **incident**.

If the declaration (adjusted as provided above and proportionately increased where the **maximum indemnity period** exceeds 12 months)

1 is less than the **estimated gross profit, estimated gross revenue** or **estimated gross rentals** for the relative **period of insurance, we** will allow a pro rata return of the premium paid on the **estimated gross profit, estimated gross revenue** or **estimated gross rentals** but not exceeding 25% of the premium

2 is greater than the **estimated gross profit, estimated gross revenue** or **estimated gross rentals** for the relative **period of insurance, you** will pay a pro rata addition to the premium paid on the **estimated gross profit, estimated gross revenue** or **estimated gross rentals**.

**Our** liability under Part **1 b i** under **What is covered** is restated so that **our** liability will not exceed for **gross profit, gross revenue or gross rentals** the uplifted sum insured shown in **your** schedule for **estimated gross profit, estimated gross revenue or estimated gross rentals** and for each other item 100% of the sums insured by the items or other amounts as may be agreed by **us**.

Part **1** of the **Premium adjustment condition** is deleted.

## 3 Subsidence cover

If this cover is shown as covered in **your** schedule, the **Subsidence exclusion** under the heading **What is not covered** does not apply.

**We** will cover **you** for any loss, insured by this section, resulting from interruption of or interference with the **business** caused by subsidence or ground heave of any part of the site on which the **premises** stands or landslip, but **we** will not cover interference or interruption of the **business** caused by

1 damage to yards, car parks, roads, pavements, walls, gates and fences unless also affecting the **building(s)** insured by this **policy**

2 damage caused by or consisting of

- **a** the normal settlement or bedding down of new structures
- **b** the settlement or movement of made-up ground
- **c** coastal or river erosion
- **d** defective design or workmanship or the use of defective materials
- **e** fire, subterranean fire, explosion, earthquake or the escape of water from any tank, apparatus or pipe

3 damage which originated before the start of this cover

4 damage resulting from

- **a** demolition, construction, structural alteration or repair of any property
- **b** ground works or excavation

at the **premises**.

Special conditions applicable to Subsidence cover

**You** must notify **us** as soon as possible if **you** become aware of any demolition, ground works, excavation or construction being carried out on any adjoining site and **we** will then have the right to vary the terms or cancel the cover.

If **you** do not comply with this condition, **you** will not be covered and **we** will not make any payment in respect of a claim for subsidence, ground heave or landslip.

# Money and personal accident assault section

**Contents of this section**


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**Your** schedule will show if this section is covered.

## Meanings of defined terms

These meanings apply within this section. They will be highlighted in bold blue print and will have the same meaning, whether shown in the singular or plural. These are in addition to the defined terms that can be found within the **Meanings of defined terms section** of **your policy**.

### Alarmed buildings

The building(s) or those portions of the building(s) used by **you** at the **premises** protected by the **intruder alarm system**.

### Business hours

**Your** usual office hours and the working hours (including overtime) while **you** or **your** employees entrusted with **money** are at **your premises** or **your** contract sites for the purposes of the **business**.

### Communicable disease

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

1 the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and

2 the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and

3 the disease, substance or agent can cause or threaten 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.

### Computer systems

Computer or other equipment or component or system or item which processes, stores, transmits or receives **data**.

### Cyber act

An unauthorised, malicious or criminal act or series of related unauthorised, malicious and criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **computer systems**.

### Cyber incident

1 any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **computer systems**

2 any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **computer systems**.

### Damage

Physical loss or destruction or damage.

### Data

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

### Defined peril

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

### Denial of service attack

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

### Flood

**Damage** caused by

1 the escape of water from the normal confines of any natural or artificial water course, lake, reservoir, canal, drain or dam

2 inundation from the sea

3 inundation by rainwater or rainwater-induced run off other than where the inundation is solely caused by or solely results from ingress of rainwater through or via the roof of the building

whether resulting from storm or not.

### Hacking

Unauthorised access to any **computer systems**, whether **your** property or not.

### Insured person(s)

**You** and any of **your** principals, partners, directors or employees.

### Intruder alarm system

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

### Key holder

**You** or any person or key holding company authorised by **you**, who is available at all times to accept notification of faults to or alarm signals from the **intruder alarm system** and to attend and allow access to the **premises**.

### Money

**Negotiable money** and **non-negotiable money** belonging to **you** or which **you** are responsible for.

## Negotiable money

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

## Non-negotiable money

Crossed warrants, credit company sales vouchers, debit card sales vouchers, crossed cheques, crossed giro drafts, crossed postal orders, crossed money orders, crossed national giro bank, crossed promissory notes, crossed bankers drafts, premium bond certificates, VAT purchase receipts, credit card counterfoils, premium bonds, savings bonds, stamped National Insurance cards and National savings certificates but excluding electronic cryptographic or virtual currency or currencies.

## Phishing

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

## Premises

The premises shown in **your** schedule and any sites of contracts.

## Storm

Storm excluding damage by **flood**.

## Terrorism

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

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

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

## Time element loss

Business interruption, contingent business interruption or any other consequential losses.

## Virus or similar mechanism

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

## ✓ What is covered
## Part 1 – Money

**We** will cover **you** for

1 **damage** to **money** belonging to **you** or for which **you** are responsible in connection with the **business** as follows

- a **negotiable money**
  - i in transit within the **policy territories**
  - ii at any of **your premises**
  - iii in a bank night safe
  - iv at the residence of any **insured person**
- b **Non-negotiable money**
- c **damage** to safes and strong rooms belonging to **you** or for which **you** are responsible resulting from theft or any attempted theft of **money** anywhere within the **policy territories**.

**Our** liability for any one claim will not exceed the limits shown in **your** schedule.

2 **damage** to clothing and personal effects belonging to the **insured person** caused by robbery or attempted robbery occurring in the course of the **business** subject to a limit of £500 for any one **insured person**.

3 **damage** to

- a any stamp franking machine
- b money belts, waistcoats, cash-carrying cases and similar cash-carrying devices designed for the safe carriage of **money**

as a result of robbery or attempted robbery occurring in the course of the **business**.

4 costs necessarily incurred in

- a opening or attempting to open any safe or strong room
- b the replacement of locks of any safe or strong room

following the theft of or **damage** to the keys to the safe or strong room belonging to **you** for which **you** are responsible.

5 costs necessarily incurred by an **insured person** for the purpose of the **business** as a direct result of a credit card, charge card, debit card or bank card being lost or stolen and it being fraudulently used by someone other than **you** or any **insured person**.

**We** will not cover **you** in respect of credit cards, charge cards, debit cards or bank cards for

- a any loss, damage, cost or expense as a result of any failure to comply with the terms under which the card was issued
- b any card issued personally to an **insured person**
- c any loss, damage, cost or expense arising after 48 hours from discovery of the loss of the card
- d losses covered in whole or in part by any other insurance.

**Our** liability for any one claim will not exceed the limit shown in **your** schedule.

The **War risks exclusion** will not apply to **damage** to **money** and property insured under this section from or occasioned by the detonation of World War II munitions of war only or parts thereof in or within five miles of the **premises** situated in the **policy territories**.

## ✘ What is not covered
## Part 1 – Money

Please also refer to **What is not covered** under **Part 1** and **2**.

### Clerical errors exclusion

**We** will not cover **you** for any loss, damage, cost or expense due to clerical or accounting errors.

### Excess exclusion

**We** will not cover **you** for the **excess** shown in **your** schedule.

### Fraud and dishonesty exclusion

**We** will not cover **you** for any loss, damage, cost or expense arising from the fraud or dishonesty of **your** partners, directors or employees unless the loss is discovered within 14 working days of the date of the loss.

### Unattended vehicles exclusion

**We** will not cover **you** for any loss, damage, cost or expense from unattended motor vehicles.

### Unexplained loss exclusion

**We** will not cover **you** for any loss, damage, cost or expense caused by or consisting of

1 disappearance, unexplained or inventory shortage

2 misfiling or misplacing of information.

## ✓ What is covered
## Part 2 – Personal accident assault

**We** will pay the **insured person**, or in the case of death their personal representatives, compensation if any **insured person** suffers bodily injury sustained in the course of the **business**, as a result of

1 robbery or attempted robbery

or

2 hold-up or attempted hold-up.

Payments will be made in accordance with the following Table of compensations.

### Table of compensations

| | Benefit | Compensation |
|---|---|---|
| 1 | Death* | Up to £25,000 |
| 2 | Total loss or permanent and total loss of use of one or more limbs* | Up to £25,000 |
| 3 | Total and irrecoverable loss of all sight in one or both eyes* | Up to £25,000 |
| 4 | Permanent total disablement from engaging in or carrying out the **insured person's** usual profession or occupation* | Up to £25,000 |
| 5 | Temporary total disablement from engaging in or carrying out the **insured person's** usual profession or occupation | Up to £250 per week for any one injury (while the **insured person** is disabled) for a period not exceeding 104 weeks calculated from the date of the injury |
| 6 | Reimbursement of incurred medical expenses* | Up to £1,000 |
| 7 | Reimbursement of incurred counselling costs* | Up to £1,000 for any one **insured person** and up to £5,000 in total for all **insured persons** in each case in total for all claims or series of claims, arising out of any one original cause |

*occurring within 2 years of the date of the event giving rise to the bodily injury

**We** will not pay

1 compensation to the **insured person** under more than one of the benefits of the table of compensations for the same bodily injury

2 the weekly compensation under benefit **5** until the weekly amount payable has been agreed

3 under the compensation payable for benefit **5** more than the average weekly earnings paid by **you** to the **insured person** over the period of 13 weeks immediately prior to the event which caused the bodily injury to the **insured person** who has suffered the bodily injury.

Where a compensation payment has already been made under benefit **5** and one of the benefits **1, 2, 3** or **4** is also payable, the **insured person** may at their option request payment under the alternative benefit of compensation, in which case the compensation already paid under benefit **5** will be deducted from the alternative benefit of compensation now payable under **1, 2, 3** or **4**.

### Conditions applicable to Part 2 (please also refer to the Section conditions)

1 **You** must write to **us** as soon as possible when **you** need to make a claim but in any case within 3 months of the date of the event giving rise to the bodily injury.

2 At **your** expense, **you** must supply all certificates, information and evidence in a form that **we** may require. Where a claim for bodily injury is made, the **insured person** will undergo any medical examinations that **we** may require at **our** expense.

3 In the case of death of an **insured person**, **we** will be entitled to have a post-mortem examination completed at **our** expense.

## ✘ What is not covered Part 1 and 2

### Cyber exclusion

**We** will not cover **you** for any loss, damage, cost or expense, directly or indirectly caused by, contributed to by, arising from, occasioned by or resulting from

1 any **cyber act** including but not limited to **hacking**, **phishing**, **denial of service attack** or the transmission of any **virus or similar mechanism**

2 any **cyber incident**.

This exclusion shall not apply to claims for **damage** resulting from fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them covered by this section.

### Date recognition exclusion

**We** will not cover **you** for any loss, damage, cost or expense, directly or indirectly caused by, contributed to or by, arising from, occasioned by or resulting from the failure of equipment (including any **computer systems**) to correctly recognise any given date or to process data or to operate properly due to failure to recognise any given date.

This exclusion shall not apply to claims for **damage** resulting from a **defined peril** covered by this section.

### Deliberate loss or damage exclusion

**We** will not cover **you** for any loss, damage, cost or expense caused, or allowed to be caused, deliberately, wilfully, maliciously, illegally or unlawfully by **you**.

### Disease exclusion

1 Notwithstanding any provision to the contrary within this section, this section excludes any loss, damage, liability, claim, cost or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with a **communicable disease** or the fear or threat (whether actual or perceived) of a **communicable disease** regardless of any other cause or event contributing concurrently or in any other sequence thereto.

2 Subject to the other terms, conditions and exclusions contained in this section, this section will cover physical damage to property insured and any **time element loss** directly resulting therefrom where such physical damage or **time element loss** is covered by this section and is directly caused by or arising from any of the following perils: fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them, or impact by any road vehicle or animal, storm, earthquake, flood, subsidence, landslip, landslide, riot, riot attending a strike, civil commotion, vandalism and malicious persons, theft, escape of water from any tank apparatus or pipe, leakage of oil from any fixed heating installation.

### Radioactive contamination exclusion

**We** will not cover damage, or any other loss or expense resulting or arising from damage to any property, or any consequential loss, directly or indirectly caused by or contributed to by or arising from

1 ionising radiations or contamination by radioactivity from any nuclear fuel, nuclear waste from the combustion of nuclear fuel, radioisotopes, or any other nuclear or radioactive material

2 buildings, plant or equipment for the generation of nuclear power, or production, use or storage of nuclear fuel, nuclear waste from the combustion of nuclear fuel, radioisotopes, or any other nuclear or radioactive material

3 transportation of nuclear fuel, nuclear waste from the combustion of nuclear fuel, radioisotopes, or any other nuclear or radioactive material

4 the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of that assembly

5 any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

### Terrorism and Northern Ireland exclusion

**We** will not cover **you** for loss, damage, cost or expense of any nature directly or indirectly caused by, resulting from or in connection with

1 in England, Scotland, Wales, the Channel Islands and the Isle of Man
   - **a** any act of **terrorism**, regardless of any other cause or event contributing concurrently or in any other sequence to the loss
   - **b** any action taken in controlling, preventing, suppressing or in any way relating to any act of **terrorism**

2 in Northern Ireland
   - **a** any act of **terrorism**, regardless of any other cause or event contributing concurrently or in any other sequence to the loss
   - **b** any action taken in controlling, preventing, suppressing or in any way relating to any act of **terrorism**
   - **c** riot, civil commotion and (except for damage or interruption to the **business** caused by fire or explosion) strikers, locked-out workers or persons taking part in labour disturbances or malicious persons.

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

In any action, lawsuit or other proceedings or where **we** state that any loss, damage, cost or expense is not covered by this section it will be **your** responsibility to prove that they are covered.

### War risks exclusion

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

## Section conditions

These conditions of cover apply only to this section. **You** must comply with the following conditions to have the full protection of **your policy**.

Some conditions specify circumstances whereby non-compliance will mean that **you** will not receive payment for a claim. However, **you** will be covered and **we** will pay **your** claim if **you** are able to prove that the non-compliance with these conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

### Arbitration condition

If **we** agree to pay **your** claim and **you** disagree with the amount to be paid, the amount of the difference will be referred to an arbitrator who is jointly appointed in accordance with the statutory requirements. **You** will not be able to take legal action against **us** over this disagreement until the arbitrators have made their award.

### Contribution condition applicable to Part 1 – Money

If the cover provided by this section is covered by any other policy, **we** will only cover **you** for loss or damage up to the limit shown in **your** schedule above the amount payable under such policy.

### Key security condition

**You** must ensure that the keys of safes or strong rooms are not left at the **premises** out of **business hours**, unless the **premises** are still occupied by **you** or any of **your** authorised employees. When the **premises** are still occupied by **you** or any of **your** authorised employees' keys at the **premises** must be deposited in a secure place not in the vicinity of safes or strong rooms.

If **you** do not comply with this condition, **you** will not be covered and **we** will not pay **your** claim.

### Maintenance condition

**You** must maintain **your** property at the **premises** in a good state of repair.

If **you** do not comply with this condition, **you** will not be covered and **we** will not pay **your** claim.


Defined terms are **highlighted in bold blue** ▶ see the **Meanings of defined terms section** and the start of each section of cover for their meanings

### Premium adjustment condition

If the premium for this section has been calculated on an estimate provided by **you**, **you** will need to keep an accurate record of all relevant details and allow **us** to inspect the record within one month from the expiry of each **period of insurance**. **You** will need to supply **us** with an accurate account of the amount of bank and currency notes and/or coins in transit during the previous **period of insurance**. The premium for that period will be adjusted and the difference paid by or allowed to **you** subject to **us** retaining 75% of the deposit premium for the period or £75, whichever is the greater.

### Reasonable precautions condition

**You** must take all reasonable precautions

1 to prevent accidents or injury or **damage** to **your** property or the property of others

2 for the safety of **money** covered by this section and on becoming aware of any event giving rise or likely to give rise to a claim under this section **you** must

- **a** give immediate notice to the police and notify **us** as soon as possible. Take all reasonable steps to assist with the discovery of the guilty person or persons and to trace and recover the **money**
- **b** give immediate notice to the Inland Revenue of any loss of stamped National Insurance cards
- **c** within 14 days of **you** being aware of the event that may give rise to a claim, provide **us** with a detailed statement of the loss in writing
- **d** provide all explanations, vouchers, proof of ownership and other evidence to substantiate the claim. If deemed necessary by **us**, **we** may require further evidence to support the statements of **you** or **your** employees.

If **you** do not comply with this condition, **you** will not be covered and **we** will not pay **your** claim.

### Record keeping condition

**You** will keep a daily record of the amount of **money** contained in safes or strong rooms. This record must be kept in a separate, secure place and will need to be produced to support a claim under this section.

### Security condition

Whenever **negotiable money** in transit exceeds £2,500

1 it will be accompanied by at least two responsible adults

2 no more than the maximum amount of **money** carried by any one person limit shown in **your** schedule will be carried by any one person.

If **you** do not comply with this condition, **you** will not be covered and **we** will not pay **your** claim.

## Specific section conditions

The following conditions and covers only apply if shown in **your** schedule. **You** must comply with the following conditions to have the full protection of **your policy**. Some conditions specify circumstances whereby non-compliance will mean that **you** will not receive payment for a claim. However, **you** will be covered and **we** will pay **your** claim if **you** are able to prove that the non-compliance with these conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

### 1 Alarm condition

For cover to operate in respect of **damage** following entry or attempted entry to or exit from the **alarmed buildings** by forcible and violent means, **you** must ensure that the following are complied with

1 the **alarmed buildings** must be protected by an **intruder alarm system** designed, installed and maintained to British Standard BS 4737 or European Norm EN 50131 including, where stipulated by **us** or the local police authority, British Standard BS8243 for the installation of intruder alarm systems designed to generate confirmed alarms

2 the intruder alarm installation and maintenance company must be both

   a a member of an alarm inspectorate which is accredited by the United Kingdom Accreditation Service (UKAS) to BS EN ISO/IEC 17065 or BS EN 17021

   and

   b recognised as an approved company by National Security Inspectorate (NSI) or Security Systems and Alarm Inspectorate Board (SSAIB) for the design, installation and maintenance of intruder alarm systems

3 the **intruder alarm system** must be maintained in full and efficient working order under a contract to provide both corrective and preventative maintenance, as per the requirements of BS 4737 or EN 50131 with the installing company or such other company as agreed with **us**. Where remote alarm signalling is required, the signal transmission must be transmitted to an alarm-receiving centre fully compliant with BS5797 or BS EN 50518 and operated by a company accredited and operating to a quality management system in accordance with EN ISO 9000

4 no alteration to or substitution of

   a any part of the **intruder alarm system**

   b the maintenance contract

   c the structure of the **alarmed buildings** or changes to their layout which would affect the effectiveness of the **intruder alarm system**

   d the procedures agreed with **us** for police or any other response to any activation of the **intruder alarm system**

   be made without **our** written agreement

5 the **alarmed building** will not be left unattended without **our** agreement

   a unless the **intruder alarm system** is set in its entirety with the means of communication used to transmit signals (including both alarm transmission systems for dual signalling systems) in full operation

   b if the police have withdrawn their response to alarm activations.

   If the alarm system is not fully operative, **you** must make arrangements for the **premises** to be attended until the **intruder alarm system** is fully operational

6 **you** must keep all security codes for the **intruder alarm system** confidential and all codes and keys must be removed from the **premises** when they are left unattended

7 **you** will appoint at least two **key holders** and give written details (which must be kept up to date) to the alarm company and either the police or the alarm-receiving centre

8 in the event of notification of any activation of the **intruder alarm system** or interruption of means of communication, including one or both alarm transmission systems for dual signalling systems, during any period the **intruder alarm system** is set, a **key holder** will attend the **premises** as soon as reasonably possible.

   If the alarm cannot be reset following the **key holder** attendance, **you** must make arrangements for the **premises** to be attended until the **intruder alarm system** is fully operational

9 in the event of **you** receiving any notification

   a that the police attendance in response to alarm signals or calls from the **intruder alarm system** may be withdrawn, or the level of response reduced or delayed

   b from a local authority or magistrate imposing any requirement for abatement of nuisance

   c that the **intruder alarm system** cannot be returned to or maintained in full working order

   **you** will tell **us** as soon as possible but in any event within 7 days and comply with any subsequent requirements stipulated by **us**.

If **you** do not comply with this condition, **you** will not be covered and **we** will not pay **your** claim.

## 2 Minimum security standards condition

The following minimum level of security must be installed and maintained at the **premises** and put into use whenever the **premises** are closed for business or left unattended.

Alternative security protections can only be installed with **our** written permission

1 All external doors of the buildings at the **premises** must be secured as follows

- **a** timber doors must be fitted with an appropriate mortice deadlock which has 5 or more levers and/or conforms to British Standards BS 3621 or a cylinder lock conforming to European Norm EN 1303 together with a matching metal box striking plate, installed in accordance with the manufacturer's recommendations
- **b** aluminium doors must be fitted with integral cylinder key operated mortice deadlocks to EN 1303
- **c** UPVC doors must be fitted with key operated multi-point locking devices incorporating swinging/claw locking bolts
- **d** the first closing leaf of double leaf doors must be fitted internally with bolts top and bottom

2 all internal doors in the buildings that give access to any part of the **premises** not occupied by **you** for the purpose of the **business** must be fitted with either

- **a** timber doors must be fitted with an appropriate mortice deadlock which has 5 or more levers and/or conforms to BS 3621 or a cylinder lock conforming to EN 1303 together with a matching metal box striking plate, installed in accordance with the manufacturer's recommendations
- **b** aluminium framed doors must be fitted with integral cylinder key operated mortice deadlocks to EN 1303
- **c** UPVC framed doors must be fitted with key operated multi-point locking devices incorporating swinging/claw locking bolts
- **d** the first closing leaf of double leaf doors must be fitted internally with bolts top and bottom

3 all opening external basement, ground floor and other accessible windows (accessible includes a window that can be easily reached from an adjacent flat roof, a fire escape, balconies, canopies or down pipes), fanlights, roof lights, skylights must all be fitted with suitable and appropriate key operated window locks, installed in accordance with the manufacturer's recommendations. All louvered windows must have their louvers permanently fixed into place to ensure they cannot be removed from their fixings.

This requirement does not apply to windows protected by solid steel bars, weld mesh or expanded metal grills securely fixed to the brickwork surrounding the window

4 any door or window officially designated by the local planning officer, local building control officer or as defined within the business fire risk assessment forming part of an emergency exit route, is excluded from the above requirements. The doors and windows must only be secured using suitable and appropriate internally operated quick release type of security devices, specifically designed for this purpose with mortice deadlocks conforming to BS 8621; panic bars/latches conforming to BS EN 1125 and/or emergency exit door devices conforming to BS EN 179.

If **you** do not comply with this condition, **you** will not be covered and **we** will not pay **your** claim.

# Selected all risks section

**Contents of this section**


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**Your** schedule will show if this section is covered.

## Meanings of defined terms

These meanings apply within this section. They will be highlighted in bold blue print and will have the same meaning, whether shown in the singular or plural. These are in addition to the defined terms that can be found within the **Meanings of defined terms section** of **your policy**.

### Alarmed buildings

The **building(s)** or those portions of the **building(s)** used by **you** at the **premises** protected by the **intruder alarm system**.

### Building(s)

The buildings, outbuildings, extensions and garages at the **premises** occupied by **you** or under **your** control, as shown in **your** schedule.

### Communicable disease

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

1 the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and

2 the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and

3 the disease, substance or agent can cause or threaten 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.

### Computer systems

Computer or other equipment or component or system or item which processes, stores, transmits or receives **data**.

### Cyber act

An unauthorised, malicious or criminal act or series of related unauthorised, malicious and criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **computer systems**.

### Cyber incident

1 any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **computer systems**

2 any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **computer systems**.

### Damage

Physical loss or destruction or damage.

### Data

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

### Defined peril

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

### Denial of service attack

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

### Flood

**Damage** caused by

1 the escape of water from the normal confines of any natural or artificial water course, lake, reservoir, canal, drain or dam

2 inundation from the sea

3 inundation by rainwater or rainwater-induced run off other than where the inundation is solely caused by or solely results from ingress of rainwater through or via the roof of the building

whether resulting from storm or not.

### Hacking

Unauthorised access to any **computer systems**, whether **your** property or not.

### Intruder alarm system

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

### Key holder

**You** or any person or key holding company authorised by **you**, who is available at all times to accept notification of faults to or alarm signals from the **intruder alarm system** and to attend and allow access to the **premises**.

### Phishing

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

### Premises

The premises shown in **your** schedule.

### Storm

Storm excluding damage by **flood**.

### Terrorism

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

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

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

### Time element loss

Business interruption, contingent business interruption or any other consequential losses.

### United Kingdom

Anywhere in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

### Virus or similar mechanism

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

### Working day

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

## ✓ What is covered

**We** will cover **you** for **damage** to the described items specified in **your** schedule occurring during the **period of insurance** at the location shown in **your** schedule which are

1 lost, stolen or destroyed and which cannot be recovered or found. **We** will cover **you** for an amount equal to the replacement value of the property at the date of the loss

2 damaged in any other way. **We** will cover **you** for an amount sufficient to repair the damaged property or at **our** option replace or reinstate such property or any part of it.

**We** will pay **you** up to the sum insured shown in **your** schedule for any one item.

### Inflation protection cover

At renewal, **we** will adjust the sums insured in line with suitable indices and the renewal premium for this section will be based on the adjusted sums insured.

### Munitions of war cover

The **War risks exclusion** will not apply to **damage** to property insured under this section from or occasioned by the detonation of World War II munitions of war only or parts thereof in or within five miles of the **premises** situated in the United Kingdom.

**We** will not pay under this cover for any property insured located outside of the United Kingdom.

## ✘ What is not covered

### Aircraft or aerial devices exclusion

**We** will not cover **you** for any loss, damage, cost or expense caused by or occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds but **we** will cover subsequent **damage** which itself results from a cause covered by this section.

### Confiscation or detention exclusion

**We** will not cover **you** for any claim arising out of official confiscation or detention.

### Cyber exclusion

**We** will not cover **you** for any loss, damage, cost or expense directly or indirectly caused by, contributed to by, arising from, occasioned by or resulting from

1 any **cyber act** including but not limited to **hacking, phishing, denial of service attack** or the transmission of any **virus or similar mechanism**

2 any **cyber incident**.

This exclusion shall not apply to claims for **damage** resulting from fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them covered by this section.

### Date recognition exclusion

**We** will not cover **you** for or any loss, damage, cost or expense directly or indirectly caused by, contributed to or arising from the failure of equipment (including any **computer systems**) to correctly recognise any given date or to process data or to operate properly due to failure to recognise any given date.

This exclusion shall not apply to claims for **damage** resulting from a **defined peril** covered by this section.

### Deliberate loss or damage exclusion

**We** will not cover **you** for any loss, damage, cost, or expense caused, or allowed to be caused, deliberately, wilfully, maliciously, illegally or unlawfully by **you**.

### Disease exclusion

1 Notwithstanding any provision to the contrary within this section, this section excludes any loss, damage, liability, claim, cost or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with a **communicable disease** or the fear or threat (whether actual or perceived) of a **communicable disease** regardless of any other cause or event contributing concurrently or in any other sequence thereto.

2 Subject to the other terms, conditions and exclusions contained in this section, this section will cover physical damage to property insured and any **time element loss** directly resulting therefrom where such physical damage or **time element loss** is covered by this section and is directly caused by or arising from any of the following perils: fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them, or impact by any road vehicle or animal, storm, earthquake, flood, subsidence, landslip, landslide, riot, riot attending a strike, civil commotion, vandalism and malicious persons, theft, escape of water from any tank apparatus or pipe, leakage of oil from any fixed heating installation.

### Electrically driven machinery exclusion

**We** will not cover **you** for any loss, damage, cost or expense to any electrically driven machine or apparatus directly caused by its own overrunning, short-circuiting, excessive pressure, self-heating or by the application of excessive electrical energy or mechanical malfunction not arising from external impact.

### Excess exclusion

**We** will not cover **you** for the **excess** shown in **your** schedule. Where there is **damage** to more than one item described in **your** schedule as a result of a loss, **we** will only apply one **excess**, this being the highest amount shown against any of the items specified that have suffered **damage**.

### External conditions exclusion

**We** will not cover **you** for any loss, damage, cost, or expense arising from or attributable to the action of light, atmosphere, moths, parasites or vermin.

### Fraud and dishonesty exclusion

**We** will not cover **you** for any loss, damage, cost or expense which results from acts of fraud or dishonesty by **you**, **your** employees or any

partner, director or member of **your** family but **we** will cover subsequent **damage** which results from a **defined peril** covered by this section.

### Pollution or contamination exclusion

**We** will not cover **you** for any loss, damage, cost or expense caused by pollution or contamination unless the **damage** is caused by

1 pollution or contamination which itself results from a **defined peril** provided that peril is covered by this section

2 any **defined peril** provided that peril is covered by this section, which itself results from pollution or contamination.

### Radioactive contamination exclusion

**We** will not cover damage, or any other loss or expense resulting or arising from damage to any property, or any consequential loss, directly or indirectly caused by or contributed to by or arising from

1 ionising radiations or contamination by radioactivity from any nuclear fuel, nuclear waste from the combustion of nuclear fuel, radioisotopes, or any other nuclear or radioactive material

2 buildings, plant or equipment for the generation of nuclear power, or production, use or storage of nuclear fuel, nuclear waste from the combustion of nuclear fuel, radioisotopes, or any other nuclear or radioactive material

3 transportation of nuclear fuel, nuclear waste from the combustion of nuclear fuel, radioisotopes, or any other nuclear or radioactive material

4 the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of that assembly

5 any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

### Temporary removal exclusion

**We** will not cover **you** for any loss, destruction or damage to any component part of any insured item, while such part is removed from its normal position in the item.

### Terrorism and Northern Ireland exclusion

**We** will not cover **you** for any loss, damage, cost or expense of any nature directly or indirectly caused by, resulting from or in connection with

1 In England, Scotland, Wales, the Channel Islands, the Isle of Man and Rest of the World

   a any act of **terrorism**, regardless of any other cause or event contributing concurrently or in any other sequence to the loss

   b any action taken in controlling, preventing, suppressing or in any way relating to any act of **terrorism**

2 In Northern Ireland

   a any act of **terrorism**, regardless of any other cause or event contributing concurrently or in any other sequence to the loss

   b any action taken in controlling, preventing, suppressing or in any way relating to any act of **terrorism**

   c riot, civil commotion and (except for damage or interruption to the **business** caused by fire or explosion) strikers, locked-out workers or persons taking part in labour disturbances or malicious persons.

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

In any action, lawsuit or other proceedings or where **we** state that any loss, damage, cost or expense is not covered by this section, it will be **your** responsibility to prove that they are covered.

### Theft exclusion

**We** will not cover **you** for any theft or attempted theft

1 not involving entry to, or exit from the **building(s)** or part of the **building(s)** occupied by **you** at the **premises** by forcible and violent means

2 unless as a result of assault or violence or threat of violence to **you** or **your** partners, directors or employees, or any member of **your** family or any other person lawfully at the **premises**.

### War risks exclusion

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

### Wear and tear, deterioration exclusion

**We** will not cover **you** for any loss, damage, cost or expense caused by or consisting of inherent vice, latent defect, gradual deterioration, wear and tear, frost, change in water table level or its own faulty or defective design or materials. **We** will cover subsequent **damage** which itself results from a **defined peril** covered by this section.

## Section conditions

These conditions of cover apply only to this section.

**You** must comply with the following conditions to have the full protection of **your policy**.

Some conditions specify circumstances whereby non-compliance will mean that **you** will not receive payment for a claim. However, **you** will be covered and **we** will pay **your** claim if **you** are able to prove that the non-compliance with these conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

### Arbitration condition

If **we** agree to pay **your** claim and **you** disagree with the amount to be paid, the amount of the difference will be referred to an arbitrator who is jointly appointed in accordance with the statutory requirements. **You** will not be able to take legal action against **us** over this disagreement until the arbitrators have made their award.

### Average condition

If at the date of **damage** the sum insured is less than the value of the item described in **your** schedule, the amount **we** will pay will be reduced proportionately.

### Contribution and average condition

If, at the time of the claim, there is any other policy covering the same item described in **your** schedule and covered by this section, **we** will be responsible only for **our** proportionate share.

If any other policy is subject to any average (under insurance) condition, this section, if not already subject to average, will be subject to average in the same way as the other insurance policy.

If any other policy has a condition that prevents it from paying its share, **our** share of the claim will be limited to the proportion of the sum insured bears to the value of the item described in **your** schedule.

### Indemnity condition

Where an item is marked 'I' in **your** schedule **your** cover is on an indemnity basis which means the cost of replacing the item less an adjustment for wear and tear.

**You** must declare to **us** at the start date of the **period of insurance** the sum insured for those items on this basis. Claims for **damage** will be settled on this basis subject to

1 the value for those items will be calculated on this basis for the purpose of the **Average condition**

2 the maximum amount payable for any one item shall not exceed the sum insured for that item shown in **your** schedule.

### Police notification condition

**You** must immediately notify the police of any **damage** by theft or attempted theft of property covered by this section. **You** must take all reasonable steps to assist with the discovery of the guilty person or persons and to trace and recover the property lost.

If **you** do not comply with this condition, **you** will not be covered and **we** will not pay **your** claim.

### Reinstatement condition

Where the sum insured in **your** schedule is marked 'R' the basis of claims settlement will be the cost of repair or the current replacement value without deduction for wear and tear, provided that all necessary repairs or replacements are carried out without delay.

If any property is to be reinstated or replaced by **us**, **you** will at **your** own expense provide **us** with plans, documents, books and any information as may be reasonably required. **We** will not be required to reinstate exactly, but only as circumstances permit and in a reasonable manner. **We** will not pay more than the sum insured for any one item.

### Reinstatement of sum insured after loss condition

In the event of **damage** the sum insured by this section will be automatically reinstated from the date of the **damage** unless written notice is given to the contrary either by **us** or by **you**.

Provided that in the event of reinstatement **you** will

1 pay the necessary premiums that may be required for the reinstatement, from the date of reinstatement

2 complete any additional risk improvements which **we** may reasonably require.

### Subrogation waiver condition

In the event of a claim under this section **we** agree to waive any rights, remedies or relief to which **we** might have become entitled by subrogation against

1 any company standing in relation of parent to subsidiary (or subsidiary to parent) to **you**

2 any company which is a subsidiary of a parent company of which **you** are a subsidiary in each case as defined by current law at the time of the **damage**.

### Unattended vehicles condition

**We** will not cover **you** for theft or attempted theft from any unattended vehicle unless

1 the doors of the vehicle are locked and all its windows and other openings are fully closed and properly fastened

2 the vehicle is in a locked garage or a walled or fenced compound that is either securely locked or has a watchman in constant attendance between the hours of 9pm and 6am or after completion of the driver's **working day**

3 any computer(s) and computer equipment is concealed from view in a locked glove box or locked boot or covered hatchback area.

In respect of part **2** above, it will be up to **you** to prove that any theft or attempted theft occurred before 9pm and after 6am or after completion of the driver's **working day**.

If **you** do not comply with this condition, **you** will not be covered and **we** will not pay **your** claim.

## Specific section conditions

The following conditions apply only if shown in **your** schedule.

**You** must comply with the following conditions to have the full protection of **your policy**. Some conditions specify circumstances whereby non-compliance will mean that **you** will not receive payment for a claim. However, **you** will be covered and **we** will pay **your** claim if **you** are able to prove that the non-compliance with these conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

### 1 Alarm condition

For cover to operate in respect of **damage** following entry or attempted entry to or exit from the **alarmed buildings** by forcible and violent means, **you** must ensure that the following are complied with

1 the **alarmed buildings** must be protected by an **intruder alarm system** designed, installed and maintained to British Standard BS 4737 or European Norm EN 50131 including, where stipulated by **us** or the local police authority, British Standard BS 8243 for the installation and configuration of intruder alarm systems designed to generate confirmed alarms

2 the intruder alarm installation and maintenance company must be both

- **a** a member of an alarm inspectorate which is accredited by the United Kingdom Accreditation Service (UKAS) to BS EN ISO/IEC 17065 or BS EN 17021

and

- **b** recognised as an approved company by National Security Inspectorate (NSI) or Security Systems and Alarm Inspectorate Board (SSAIB) for the design, installation and maintenance of intruder alarm systems

3 the **intruder alarm system** must be maintained in full and efficient working order under a contract to provide both corrective and preventative maintenance, as per the requirements of BS 4737 or EN 50131 with the installing company or such other company as agreed with **us**. Where remote alarm signalling is required, the signal transmission must be transmitted to an alarm-receiving centre fully compliant with BS 5979 or BS EN 50518 and operated by a company accredited and operating to a quality management system in accordance with EN ISO 9000

4 no alteration to or substitution of

- **a** any part of the **intruder alarm system**
- **b** the maintenance contract
- **c** the structure of the **alarmed buildings** or changes to their layout which would affect the effectiveness of the **intruder alarm system**
- **d** the procedures agreed with **us** for police or any other response to any activation of the **intruder alarm system**

**be** made without **our** written agreement

5 the **alarmed buildings** will not be left unattended without **our** agreement

- **a** unless the **intruder alarm system** is set in its entirety with the means of communication used to transmit signals (including both alarm transmission systems for dual signalling systems) in full operation
- **b** if the police have withdrawn their response to alarm activations

If the alarm system is not fully operative **you** must make arrangements for the **premises** to be attended until the **intruder alarm system** is fully operational

6 **you** must keep all security codes for the **intruder alarm system** confidential and all codes and keys must be removed from the **premises** when they are left unattended

7 **you** will appoint at least two **key holders** and give written details (which must be kept up to date) to the alarm company and either the police or the alarm-receiving centre

8 in the event of notification of any activation of the **intruder alarm system** or interruption of means of communication, including one or both alarm transmission systems for dual signalling systems, during any period the **intruder alarm system** is set a **key holder** will attend the **premises** as soon as reasonably possible

If the alarm cannot be reset following the **key holder** attendance **you** must make arrangements for the **premises** to be attended until the **intruder alarm system** is fully operational

9 in the event of **you** receiving any notification

- **a** that the police attendance in response to alarm signals or calls from the **intruder alarm system** may be withdrawn, or the level of response reduced or delayed
- **b** from a local authority or magistrate imposing any requirement for abatement of nuisance

c that the **intruder alarm system** cannot be returned to or maintained in full working order

**you** will advise **us** as soon as possible but in any event within 7 days and comply with any subsequent requirements stipulated by **us**.

If **you** do not comply with this condition, **you** will not be covered and **we** will not pay **your** claim.

## 2 Minimum security standards condition

The following minimum level of security must be installed and maintained at the **premises** and put into use whenever the **premises** are closed for business or left unattended.

Alternative security protections can only be installed with **our** written permission.

1 all external doors of the **building(s)** at the **premises** must be secured as follows

a timber doors must be fitted with an appropriate mortice deadlock which has 5 or more levers and/or conforms to British Standards BS 3621 or a cylinder lock conforming to European Norm EN 1303 together with a matching metal box striking plate, installed in accordance with the manufacturer's recommendations

b aluminium doors must be fitted with integral cylinder key operated mortice deadlocks to EN 1303

c UPVC doors must be fitted with key operated multi-point locking devices incorporating swinging/claw locking bolts

d the first closing leaf of double leaf doors must be fitted internally with bolts top and bottom

2 all internal doors in the **building(s)** that give access to any part of the **premises** not occupied by **you** for the purpose of the **business** must be fitted with either

a timber doors must be fitted with an appropriate mortice deadlock which has 5 or more levers and/or conforms to BS 3621 or a cylinder lock conforming to European Norm EN 1303 together with a matching metal box striking plate, installed in accordance with the manufacturer's recommendations

b aluminium framed doors must be fitted with integral cylinder key operated mortice deadlocks to EN 1303

c UPVC framed doors must be fitted with key operated multi-point locking devices incorporating swinging/claw locking bolts

d the first closing leaf of double leaf doors must be fitted internally with bolts top and bottom

3 all opening external basement, ground floor and other accessible windows (accessible includes a window that can be easily reached from an adjacent flat roof, a fire escape, balconies, canopies or down pipes), fanlights, roof lights, skylights must be fitted with suitable and appropriate key operated window locks, installed in accordance with the manufacturer's recommendations. All louvered windows must have their louvers permanently fixed into place to ensure they cannot be removed from their fixings.

This requirement does not apply to windows protected by solid steel bars, weld mesh or expanded metal grills securely fixed to the brickwork surrounding the window

4 any door or window officially designated by the local planning officer, local building control officer or as defined within the business fire risk assessment forming part of an emergency exit route is excluded from the above requirements. The doors and windows must only be secured using suitable and appropriate internally operated quick release type of security devices, specifically designed for this purpose with mortice deadlocks conforming to

BS 8621; panic bars/latches conforming to BS EN 1125 and/or emergency exit door devices conforming to BS EN 179.

If **you** do not comply with this condition, **you** will not be covered and **we** will not pay **your** claim.

# Contractors all risks section

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**Your** schedule will show if this section is covered.

## Meanings of defined terms

These meanings apply within this section. They will be highlighted in bold blue print and will have the same meaning, whether shown in the singular or plural. These are in addition to the defined terms that can be found within the **Meanings of defined terms section** of **your policy**.

### Communicable disease

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

1 the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and

2 the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and

3 the disease, substance or agent can cause or threaten 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.

### Computer systems

Computer or other equipment or component or system or item which processes, stores, transmits or receives **data**.

### Contract

Any contracts undertaken by **you** in the course of the **business**, which are not more specifically insured, anywhere within the **policy territories**.

### Contract price

The actual contract price of any works for the **contract** or actual cost to **you** of a speculative development prior to the start of the **permanent or temporary works**.

### Cyber act

An unauthorised, malicious or criminal act or series of related unauthorised, malicious and criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **computer systems**.

### Cyber incident

1 any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **computer systems**

2 any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **computer systems**.

### Damage

Physical loss or destruction or damage.

### Data

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

### Defined peril

Fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons, earthquake, **storm**, **flood**, escape of water from any tank apparatus or pipe or impact by any road vehicle or animal.

### Denial of service attack

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

### Employee

Any person under a contract of service or apprenticeship with **you**.

### Employees' tools

**Employees'** tools and other personal effects.

### Flood

**Damage** caused by

1 the escape of water from the normal confines of any natural or artificial water course, lake, reservoir, canal, drain or dam

2 inundation from the sea

3 inundation by rainwater or rainwater-induced run off other than where the inundation is solely caused by or solely results from ingress of rainwater through or via the roof of the building

whether resulting from storm or not.

### Hacking

Unauthorised access to any **computer systems**, whether **your** property or not.

### Hired in plant

Constructional plant, tools, scaffolding and equipment hired by **you** for use in connection with the **contract** whilst on or adjacent to the **contract** site.

### Money

Bills of exchange, uncrossed promissory notes, cash, bank and currency notes, uncrossed cheques, giro cheques including pre-authenticated giro cheques, uncrossed postal orders, uncrossed money orders, uncrossed warrants, current postage stamps, unused units in franking machines, National Savings stamps and certificates, National Insurance stamps, trading stamps, gift tokens, gaming machine

tokens, lottery tickets (excluding scratch cards held in stock for resale), customer redemption vouchers, authenticated travel tickets, phone cards (excluding phone cards held in stock for resale), holiday with pay stamps, luncheon vouchers, securities for money, travel warrants, crossed warrants, credit company sales vouchers, debit card sales vouchers, crossed cheques, crossed giro drafts, crossed postal orders and crossed money orders, crossed national giro bank orders, crossed promissory notes, crossed bankers drafts, premium bond certificates, VAT purchase receipts, credit card counterfoils, premium bonds, savings bonds, stamped National Insurance cards and National savings certificates.

### Other items

The items shown under the heading of Other items in **your** schedule belonging to **you** for use in connection with the **contract** whilst on or adjacent to the **contract** site.

### Own constructional plant and equipment

Constructional plant, tools, scaffolding and equipment belonging to **you**, hired to **you** under a hire purchase or lease agreement or on free loan for which **you** are responsible used in connection with the **contract** whilst on or adjacent to the **contract** site.

### Permanent or temporary works

The permanent or temporary works carried out in performance of any **contract** which does not exceed the **contract price**, undertaken by **you** or on **your** behalf within the **policy territories**, including unfixed materials whilst on or adjacent to the **contract** site.

### Phishing

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

### Storm

Storm excluding damage by **flood**.

### Substantial completion

The date of completion of the **permanent or temporary works**, apart from the prospective purchasers, prospective occupiers or tenants choice of decoration and/or final fitments.

### Temporary buildings

Site huts, temporary buildings and office furniture, fixtures and fittings in or on them, belonging to **you** for use in connection with the **contract** whilst on or adjacent to the **contract** site.

### Terrorism

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

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

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

### Time element loss

Business interruption, contingent business interruption or any other consequential losses.

### Virus or similar mechanism

Program code, programming instruction or any set of instructions constructed with the purpose and ability, or purposely used, to damage, interfere with, adversely affect, infiltrate or monitor computer programs, **computer**

**systems**, **data** or operations, whether involving self-replication or not. The meaning of virus or similar mechanism includes but is not limited to trojan horses, worms and logic bombs and the exploitation of bugs or vulnerabilities in a computer program to damage, interfere with, adversely affect, infiltrate or monitor as above.

### Working day

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

## ✓ What is covered

**We** will cover **you** for **damage** occurring during the **period of insurance** to any of the items described in **your** schedule. **We** will pay **you** for the value of the property at the time of its **damage** or for the amount of the **damage**, or at **our** option reinstate or replace the property or any part of it in accordance with the following Basis of claims settlement.

### Basis of claims settlement

1 For **permanent or temporary works**, **we** will pay up to the sum insured shown in **your** schedule plus any additional amount up to the amount shown in the **Escalator cover**.

2 For **own constructional plant and equipment**, **we** will pay either

- **a** up to the value of the item at the time of the **damage** with an adjustment for wear and tear but no more than the sum insured shown in **your** schedule, or
- **b** if purchased from new and the **damage** occurs less than 12 months after the purchase date, up to the cost of replacement of property similar to but no better or more extensive than the item when new and no more than the sum insured shown in **your** schedule.

3 For **temporary buildings**, **we** will pay either

- **a** up to the value of the item at the time of the **damage** with an adjustment for wear and tear but no more than the sum insured shown in **your** schedule
- **b** if purchased from new and the **damage** occurs less than 12 months after the purchase date, up to the cost of replacement of property similar to but no better or more extensive than the item when new and no more than the sum insured shown in **your** schedule.

4 For **hired in plant**, **we** will pay up to the sum insured shown in **your** schedule for any one item but only for **your** liability under any hire conditions.

5 For **employees' tools**, **we** will pay up to the sum insured shown in **your** schedule but no more than the limit shown in **your** schedule for any one **employee**.

6 For **other items**, **we** will pay up to the value of the item at the time of the **damage** with an adjustment for wear and tear, but no more than the sum insured shown in **your** schedule.

7 For show properties contents, **we** will pay either

- **a** up to the value of the item at the time of the **damage** with an adjustment for wear and tear, but no more than the sum insured shown in **your** schedule, or
- **b** if purchased from new and the **damage** occurs less than 12 months after the purchase date, up to the cost of replacement of property similar to but no better or more extensive than the item when new and no more than the sum insured shown in **your** schedule.

**Our** liability will not exceed the sum insured shown in **your** schedule plus any additional amount shown in the **Escalator cover**.

### Debris removal costs and professional fees cover

**We** will pay the costs and expenses necessarily incurred by **you** as a result of **damage** to property insured with **our** written consent for

1 removing debris

2 dismantling and/or demolishing

3 shoring up, propping and fencing off

4 clearing and/or repairing drains and service mains on the **contract** site

5 architects, surveyors and consultants fees in connection with the reinstatement of the **permanent and temporary works** as a result of **damage**, but not for preparing any claim.

**We** will not cover costs and expenses arising from pollution or contamination of property not insured by this section.

### Escalator cover

In the event of an increase in the original value of any **contract price**, the sum insured for the **permanent and temporary works** will automatically be altered by the amount shown in **your** schedule.

### Expediting costs cover

**We** will cover **you** for the extra charges for overtime, night work, work on public holidays, express freight, air freight or other transport costs, necessarily incurred by **you** with **our** written consent, following reinstatement or replacement of any damaged property forming the basis of a claim under this section.

### Free materials cover

**Permanent or temporary works** will include any materials supplied by or provided to **you** for inclusion in the **contract** for which **you** are responsible, provided that they are covered by this section. The value of these materials will not be included in determining the **contract price**.

### Hired in plant breakdown and hire charges cover

Where cover is provided for **hired in plant**, **we** will cover **you** for **your** legal liability under the terms of hiring conditions

1 to make good to the owner of the **hired in plant** any **damage,** covered by this section, to the **hired in plant** which is caused by its own breakdown or its own explosion

2 to pay to the owners of any **hired in plant** hire charges incurred as a result of and solely due to

   a **damage** to the **hired in plant**

   b breakdown of the **hired in plant** due to the negligence, misdirection or misuse by **you** or **your employees**

provided that

i the hire charges will be calculated at the appropriate idle time rate for the period while the **hired in plant** is necessarily idle due to **damage** or breakdown excluding the first 48 hours but not exceeding the maximum number of days shown in **your** schedule from that date of the **damage** or breakdown

ii this cover does not apply to **damage** by any wilful act or **your** wilful neglect

iii the **Plant or machinery breakdown exclusion** and the **Penalties under contract exclusion** do not apply to this cover.

For part **1**, **our** liability for any one claim will not exceed the limit for any one item shown in **your** schedule.

For part **2**, **our** liability for any one claim will not exceed the hire charges limit shown in **your** schedule.

### Immobilised plant cover

**We** will cover **you** for the necessary costs incurred in the recovery of the plant described in **your** schedule which may become immobilised or immovable whilst being used in connection with the **contract**.

Provided that the cause of immobilisation or immovability is the subject of a claim covered by this section.

### Indemnity to principals cover

The interests of **your** employer/principal are covered under this section but solely to the extent required by the conditions of contract in force between **you** and **your** employer/principal.

Provided that the employer/principal observes, fulfils and is subject to the terms, exclusions and conditions of this **policy** as though they were **you**.

### Munitions of war cover

The **War risks exclusion** will not apply to **damage** to property insured under this section from or occasioned by the detonation of World War II munitions of war only or parts thereof in or within five miles of the **contract** site situated in the **policy territories**.

### Off-site storage cover

The cover for

1 **permanent or temporary works** extends to cover materials and goods within the **policy territories** whilst not on the site of any **contract**, but intended for inclusion in any **contract** insured by this section where **you** are responsible under any standard printed contract conditions. Provided that the value of the materials and goods has been included in an interim certificate and the materials are stored and identified as being designated for incorporation in a specific **contract**.

   **Our** liability in any one **period of insurance** will not exceed the amounts shown in **your** schedule for non-ferrous metals and for any other materials.

2 **own constructional plant and equipment**, **temporary buildings** and **hired in plant**, includes that property whilst at **your** premises or in a securely locked compound or store within the **policy territories** provided that between the hours of 9pm and 6am, the property is kept within a securely locked building or a walled or fenced compound that is either locked or has a watchman in constant attendance.

### Public authorities (including undamaged property) cover

The cover for permanent works also includes the additional cost of reinstatement that may be incurred solely due to the necessity to comply with the stipulations of building or other regulations under or framed in pursuance of any Act of Parliament or by-laws of any public authority referred to as the stipulations, for

- **a** **damage** to the property insured
- **b** undamaged portions of the property insured

but excluding

1 the cost incurred in complying with the stipulations
   - **a** for **damage** occurring prior to the start date of this section cover
   - **b** for **damage** not insured by this section
   - **c** where notice has been served on **you** prior to the **damage** happening
   - **d** where there is an existing requirement which has to be implemented within a given period
   - **e** for property entirely undamaged by any covered event.
2 the additional cost that would have been required to make good the property lost, destroyed or damaged to a condition the same as when new, had the need to comply with the stipulations not arisen
3 the amount of any charge or assessment arising out of capital appreciation which may be payable for the property or by the owner to comply with the stipulations.

**Special conditions applicable to Public Public authorities (including undamaged property) cover**

1 Reinstatement work must be started and carried out without unreasonable delay and must be completed within 12 months of the date of the **damage** or any further time that **we** agree (during those 12 months)
2 The reinstatement work may be carried out on another site (if the stipulations require) subject to **our** liability under this cover not being increased
3 If **our** liability under this section is reduced by the application of any of the terms and conditions of the **policy**, then **our** liability will be reduced proportionately

4 The total amount recoverable under any item of this section for this cover will not exceed

- a for the lost, destroyed or damaged property
  - i 15% of its sum insured
  - ii where the sum insured by the item applies to property at more than one location, 15% of the total amount which **we** would have been liable for had the property insured by the item been totally destroyed at the damaged site
- b for undamaged portions of property (other than foundations), 15% of the total amount for which **we** would have been liable had the property insured by the item at the **contract** site suffered **damage**.

**Our** liability under any item of this section will not exceed its sum insured shown in **your** schedule.

### Re-drawing plans or documents cover

**We** will cover **you** for the costs and expenses necessarily incurred in re-writing or re-drawing plans, drawings or other contract documents following **damage** to them.

**Our** liability for any one claim will not exceed £50,000.

### Reinstatement of sum insured after loss cover

In the event of **damage** the sum insured by this section will be automatically reinstated from the date of the **damage** unless written notice is given to the contrary either by **us** or by **you**.

Provided that in the event of reinstatement **you** will

1 pay the necessary premiums that may be required for the reinstatement from the date of reinstatement

2 complete any additional risk improvements which **we** may reasonably require.

### Seventy two hour cover

**We** will cover **you** for **damage** within 72 consecutive hours caused by **storm** or **flood** as one claim, provided that peril is covered by this section.

**You** can decide when the 72 hour period starts as covered by this section, provided that **damage** occurred before the end of the **period of insurance**.

### Show properties and contents cover

**We** will cover show houses and flats and the contents in them until sold provided that

1 cover will end no later than the number of days shown in **your** schedule from the date that the last building on the **contract** site reaches **substantial completion**

2 during the months of October, November, December, January, February and March all water systems will be drained or the heating system will be put into effective operation to maintain the internal temperature at a minimum of 4 degrees centigrade

3 whenever the show house and/or flats are left unattended, the following security measures must be put into full and effective operation

- a
  - i external timber doors must be secured with a mortice deadlock which has 5 or more levers and conforms to British Standards BS 3621 or a cylinder lock conforming to European Norm EN 1303 together with a matching metal box striking plate installed in accordance with the manufacturer's recommendations
  - ii external aluminium doors or UPVC doors must be secured with integral cylinder key operated mortice deadlocks conforming to EN 1303
- b all opening windows must be secured with key operated window locks, installed in accordance with the manufacturer's recommendations

4 **our** liability for

a the contents of show houses or flats will not exceed the sum insured shown in **your** schedule

b the show houses or flats will not exceed the **contract price**.

For the purpose of this cover the term unattended will mean when sales personnel are not

1 showing prospective clients around the show house or flat

or

2 in an adjacent sales office.

### Speculative development cover

It is agreed that

1 the property insured for **permanent or temporary works** includes property being built or erected by **you** other than under contract

2 for property being built or erected other than under contract, the insurance by this section will end from

a the date the property is sold or let

or

b 90 days after **substantial completion**

whichever is the earlier.

Where the property comprises of several units within one block then **2 a** will apply to each individual unit, but cover for the whole block will not exceed 90 days from **substantial completion** even if parts of it are still unsold or not let.

The cover provided under **1** and **2** above will not exceed 12 months from the start date of the work.

### Sub-contractors cover

If any **contract** awarded under a standard form of building contract is covered by this section and **damage** is caused to the **permanent or temporary works** by any of the specified perils defined in the contract, it is agreed that if required by the sub-contract **we** will not pursue any rights of subrogation against sub-contractors directly engaged by the main contractor.

Provided that the sub-contractor observes, fulfils and is subject to the terms, exclusions and conditions of this **policy** as though they were **you**.

### Transit cover

**We** will cover **you** for **damage** to the property insured whilst in transit within the **policy territories** but **we** will not cover

1 transit by sea or air

2 any mechanically propelled vehicle moving under its own power.

## ✘ What is not covered

### Aircraft or aerial devices exclusion

**We** will not cover **you** for any loss, damage, cost or expense caused by or occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds but **we** will cover subsequent **damage** which itself results from a cause covered by this section.

### Cessation of cover exclusion

**We** will not cover **you** for any loss, damage, cost or expense to any part of the **permanent or temporary works**

1 after each part has been completed and delivered to the owner, tenant or occupier

2 after each part has been taken into use by the owner, tenant or occupier

3 if work on the **contract** site stops for a period in excess of 90 consecutive days, unless cover is agreed by **us** in writing

4 where a certificate of completion has been issued other than where **damage** occurring during the **period of insurance**

a happens during the defects liability period specified in the contract and arising from a cause occurring prior to the start of the defects liability period

b is for materials or other property insured on the **contract** site for the purpose

of carrying out remedial works during the defects liability period specified in the contract, and for which **you** are responsible under the terms of the contract during the defects liability period

c occurs within 14 days of the date the certificate of completion is issued and where **you** are required by the terms of the contract to provide cover.

### Contract responsibilities exclusion

**We** will not cover **you** for any loss, damage, cost or expense which **you** are not responsible for under the conditions of contract.

### Cyber exclusion

**We** will not cover **you** for any loss, damage, cost or expense directly or indirectly caused by, contributed to by, arising from, occasioned by or resulting from

1 any **cyber act** including but not limited to **hacking**, **phishing**, **denial of service attack** or the transmission of any **virus** or **similar mechanism**

2 any **cyber incident**

This exclusion shall not apply to claims for **damage** resulting from fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them covered by this section.

### Date recognition exclusion

**We** will not cover **you** for any loss, damage, cost or expense resulting from, directly or indirectly caused by, contributed to or arising from the failure of equipment (including any **computer systems**) to correctly recognise any given date or to process data or to operate properly due to failure to recognise any given date.

This exclusion shall not apply to claims for **damage** resulting from a **defined peril** covered by this section.

### Deeds, money and other articles exclusion

**We** will not cover **you** for any loss, damage, cost or expense to deeds, **money**, stamps, securities or documents of title, precious metals, precious stones or articles made from them.

### Defective design, material or workmanship exclusion

**We** will not cover **you** for any loss, damage, cost or expense to or the cost necessary to replace, repair or rectify

1 property insured which is in a defective condition due to a defect in design, plan, specification, materials or workmanship of the property or any part of it

2 property insured, lost or damaged to enable the replacement, repair or rectification of property insured excluded by **1** above.

These exclusions do not apply to other parts or items of the property insured which are free from defect but are damaged as a result of the defect.

The property insured will not be regarded as lost or damaged solely by virtue of the existence of any defect in design, plan, specification, materials or workmanship in the property or any part of it.

### Deliberate loss or damage exclusion

**We** will not cover **you** for any loss, damage, cost or expense caused, or allowed to be caused, deliberately, wilfully, maliciously, illegally or unlawfully by **you** or on **your** behalf.

### Disease exclusion

1 Notwithstanding any provision to the contrary within this section, this section excludes any loss, damage, liability, claim, cost or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with a **communicable disease** or the fear or threat (whether actual or perceived) of a **communicable disease** regardless of any other cause or event contributing concurrently or in any other sequence thereto.

2 Subject to the other terms, conditions and exclusions contained in this section, this section will cover physical damage to property insured and any **time element loss** directly resulting therefrom where such

physical damage or **time element loss** is covered by this section and is directly caused by or arising from any of the following perils: fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them, or impact by any road vehicle or animal, **storm**, earthquake, **flood**, subsidence, landslip, landslide, riot, riot attending a strike, civil commotion, vandalism and malicious persons, theft, escape of water from any tank apparatus or pipe, leakage of oil from any fixed heating installation.

### Excess exclusion

**We** will not cover **you** for the **excess** shown in **your** schedule for each and every claim in respect of

1 **damage** to **employees' tools** of each **employee**
2 **damage** by theft or malicious act
3 **damage** by **flood**
4 all other **damage**.

### Existing property exclusion

**We** will not cover **you** for any loss, damage, cost or expense to any existing property and/or structure including any existing property and/or structure being altered or repaired.

### Hazardous works exclusion

**We** will not cover **you** for any **contract** involving

1 work within 10 metres of any river, lake, reservoir, dam or tidal water or within cofferdams or caissons or in the sea
2 structural work on bridges, viaducts, subways, tunnels or motorways
3 work on nuclear installations
4 any work where the depth of excavation exceeds 5 metres.

### Normal upkeep exclusion

**We** will not cover **you** for the cost necessary for normal upkeep or making good.

### Penalties under contract exclusion

**We** will not cover **you** for penalties under contract for delay, detention or loss of use or losses arising in connection with guarantees of performance or efficiency or any consequential loss or damage of any kind.

### Plant or machinery breakdown exclusion

**We** will not cover **you** for any loss, damage, cost or expense to any vehicle or item of plant or machinery caused by its own breakdown or its own explosion.

### Pollution or contamination exclusion

**We** will not cover **you** for any loss, damage, cost or expense caused by pollution or contamination unless the damage is caused by

1 pollution or contamination which itself results from a **defined peril** provided that peril is covered by this section
2 any **defined peril** provided that peril is covered by this section, which itself results from pollution or contamination.

### Radioactive contamination exclusion

**We** will not cover damage, or any other loss or expense resulting or arising from damage to any property, or any consequential loss, directly or indirectly caused by or contributed to by or arising from

1 ionising radiations or contamination by radioactivity from any nuclear fuel, nuclear waste from the combustion of nuclear fuel, radioisotopes, or any other nuclear or radioactive material
2 buildings, plant or equipment for the generation of nuclear power, or production, use or storage of nuclear fuel, nuclear waste from the combustion of nuclear fuel, radioisotopes, or any other nuclear or radioactive material
3 transportation of nuclear fuel, nuclear waste from the combustion of nuclear fuel, radioisotopes, or any other nuclear or radioactive material

4 the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of that assembly

5 any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

### Seeds and plant exclusion

**We** will not cover **you** for any loss, damage, cost or expense to plants caused by non rooting, disease or the failure of seeds to germinate.

### Terrorism and Northern Ireland exclusion

**We** will not cover **you** for loss, damage, cost or expense of any nature directly or indirectly caused by, resulting from or in connection with

1 In England, Scotland, Wales, the Channel Islands and the Isle of Man

   a any act of **terrorism**, regardless of any other cause or event contributing concurrently or in any other sequence to the loss

   b any action taken in controlling, preventing, suppressing or in any way relating to any act of **terrorism**

2 In Northern Ireland

   a any act of **terrorism**, regardless of any other cause or event contributing concurrently or in any other sequence to the loss

   b any action taken in controlling, preventing, suppressing or in any way relating to any act of **terrorism**

   c riot, civil commotion and (except for damage or interruption to the **business** caused by fire or explosion) strikers, locked-out workers or persons taking part in labour disturbances or malicious persons.

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

In any action, lawsuit or other proceedings or where **we** state that any loss, damage, cost or expense is not covered by this section it will be **your** responsibility to prove that they are covered.

### Theft of tools or equipment exclusion

**We** will not cover **you** for theft or attempted theft of tools or equipment from any unattended vehicle unless

1 all doors and windows and other points of access have been closed and securely locked and there are outward signs of forced entry to the vehicle

and

2 the vehicle is in a locked garage or a walled or fenced compound that is either locked or has a watchman in constant attendance between the hours of 9pm and 6am or after completion of the driver's **working day**.

In respect of part **2** above, It will be up to **you** to prove that any theft or attempted theft occurred before 9pm and after 6am or after completion of the driver's **working day**.

### Unexplained loss exclusion

**We** will not cover **you** for loss caused by or consisting of disappearance, unexplained or inventory shortage.

### Vehicles exclusion

**We** will not cover **you** for any loss, damage, cost or expense to any mechanically propelled vehicle intended for the transportation of persons, materials or plant and where insurance or security under the Road Traffic Act is necessary.

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

### War risks exclusion

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

### Watercraft and aircraft exclusion

**We** will not cover **you** for any loss, damage, cost or expense to any waterborne vessel or craft exceeding 8 metres in length or to any aircraft or aerial device.

### Wear and tear, deterioration exclusion

**We** will not cover **you** for any loss, damage, cost or expense caused by or consisting of inherent vice, latent defect, gradual deterioration, wear and tear, rust, wet or dry rot, contamination, vermin, insects, change in water table level or its own faulty or defective design or materials, but this does not exclude subsequent **damage** which itself results from a cause not otherwise excluded.

## Section conditions

These conditions of cover apply only to this section. **You** must comply with these conditions to have the full protection of **your policy**.

Some conditions specify circumstances whereby non-compliance will mean that **you** will not receive payment for a claim. However, **you** will be covered and **we** will pay **your** claim if **you** are able to prove that the non-compliance with these conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

### Arbitration condition

If **we** agree to pay **your** claim and **you** disagree with the amount to be paid, the amount of the difference will be referred to an arbitrator who is jointly appointed in accordance with the statutory requirements. **You** will not be able to take legal action against **us** over this disagreement until the arbitrators have made their award.

### Average condition

If at the time of **damage** the sum insured for **own constructional plant and equipment** or **employees' tools** is less than the value of the property covered, the amount **we** will pay will be reduced proportionately.

### Contract price condition

Where the **contract price** for a **contract** is greater than the sum insured shown in **your** schedule **you** must advise **us** prior to the **contract** starting.

If **you** do not comply with this condition **you** will not be covered and **we** will not pay **your** claim unless

1. the revised **contract price** does not exceed the sum insured shown in **your** schedule by more than 25% or £1,000,000 (whichever is less)
2. **you** give **us** details in writing of the increase to the **contract price** as soon as possible but in any event within 21 days of the **contract** starting and ensure that specific insurance is arranged with **us** from the date the **contract** commenced
3. **you** pay any necessary additional premium that may be requested by **us** and complete any additional risk improvements which **we** may reasonably require.

However, this condition does not apply to claims for **own constructional plant and equipment, hired in plant** or **employees' tools**.

### Contribution and average condition

If, at the time of the claim, there is any other policy covering the same property insured by this section, **we** will be liable only for **our** proportionate share.

If any other policy is subject to any average (under insurance) condition, this section will be subject to average in the same way as the other insurance policy.

If any other policy has a condition that prevents it from paying its share, **our** share of the claim will be limited to the proportion that the sum insured bears to the value of the property insured.

### Joint code of practice condition

For the purpose of this condition, the term **joint code** whenever it appears in bold blue print shall mean the Fire Protection Association's Joint Code of Practice on the Protection from Fire of Construction Sites and Buildings Undergoing Renovation.

This condition will apply to

1 all **contracts** (other than civil engineering **contracts**) having an original **contract price** of £2,500,000 or more

2 smaller value **contracts** where these are part of a large contract meaning a contract where the original contract value is £20,000,000 or more

3 large timber framed structures of 4 or more storeys where the original **contract price** is £2,500,000 or more

4 high-rise construction sites meaning **contract** sites with **permanent or temporary works** exceeding 30 metres in height from the ground

5 projects where the risk assessments have indicated significant potential for loss of life or property.

**You** undertake to comply with the latest version of the **joint code**. A copy of the **joint code** can be obtained from the website www.thefpa.co.uk.

**We** will have the right at all reasonable times to enter and inspect the site(s) of any **contract** for the purpose of checking whether the conditions of the **joint code** are being complied with by **you**.

If **we** become aware that **you** are not complying with the conditions of the **joint code**, **we** may inform the employer and/or main contractor and/or contract site management of this and detail the actions that **you** must take and the period within which these must be completed.

If the main contractor and/or **contract** site management does not complete the actions within the specified period **we** may confirm this in writing to the employer and/or main contractor and/or **contract** site management and the first named party of the **policy** when this is not the main contractor and/or **contract** site management at their respective addresses provided by **you** at the start of cover. **We** will provide written confirmation by registered post, recorded delivery, facsimile transmission or by hand.

**We** may suspend or cancel all cover under this section from the date confirmed to **you** in writing, but this will not be less than 30 days from the date of receipt by both the employer and/or main contractor and/or **contract** site management. The cover may be reinstated from the date on which **we** are satisfied that the actions have been completed.

In the event that any other insurer requires **you** to take actions to comply with the **joint code** in respect of contracts insured by this section, **you** will advise **us** as soon as possible but not later than 48 hours after receiving the requirements from the insurer.

The reference to suspension or cancellation of all cover shall apply to the **contract** site detailed in writing to **you**.

In the event of cancellation of this section **we** will provide **you** with a pro rata proportion of premium for this section provided that there have been

1 no claims made under the section for which **we** have made a payment

2 no claims made under the section which are still under consideration by **us**

3 no incidents likely to give rise to a claim but are yet to be reported to **us**

during the current **period of insurance**.

If **you** do not comply with this condition, **you** will not be covered and **we** will not pay **your** claim.

### Police notification condition

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

If **you** do not comply with this condition, **you** will not be covered and **we** will not pay **your** claim.

### Premium adjustment condition

If the premium for this section has been calculated on an estimate **you** will need to keep an accurate record of all relevant details and provide **us** with such details in writing within 1 month from the end of each **period of insurance**. The premium for the period will be adjusted and the difference paid by or allowed to **you.** Where a return premium is due to **you**, **we** will not return more than 25% of the original premium.


Defined terms are **highlighted in bold blue** ▶ see the **Meanings of defined terms section** and the start of each section of cover for their meanings

### Reasonable precautions condition

**You** must take all reasonable precautions to safeguard the property insured and prevent **damage** including

1 any additional precautions necessary, as the result of partial or total cessation of work by **you** at any **contract** site

2 ensuring any moveable materials or plant are adequately secured when the **contract** site is unattended

3 securing structures that have reached **substantial completion** to prevent unauthorised access.

If **you** do not comply with this condition, **you** will not be covered and **we** will not pay **your** claim.

### Subrogation waiver condition

In the event of a claim under this section **we** agree to waive any rights, remedies or relief to which **we** might have become entitled by subrogation against

1 any company standing in relation of parent to subsidiary (subsidiary to parent) to **you**

2 any company which is a subsidiary of a parent company of which **you** are a subsidiary

in each case as defined by current law at the time of **damage**.

# Theft by employees section

**Contents of this section**


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**Your** schedule will show if this section is covered.

## Meanings of defined terms

These meanings apply within this section. They will be highlighted in bold blue print and will have the same meaning, whether shown in the singular or plural. These are in addition to the defined terms that can be found within the **Meanings of defined terms section** of **your policy**.

### Dishonesty

Any act of fraud or dishonesty to obtain improper financial benefit (other than commission and other emoluments including salary increase and promotions).

### Employee(s)

1 Person excluding directors who is working for **you** in connection with the **business** under a contract of service or apprenticeship with **you** and remunerated wholly or mainly by salary or wages

2 Person while working under **your** control in connection with the **business** who is

- **a** under a work experience or training scheme
- **b** working exclusively for **you** and for no other party under a contract for services as a consultant having previously been employed by **you**

3 Director of **yours** if that person

- **a** is also employed by **you** under a contract of service

and

- **b** controls no more than 5% of the issued share capital of **your** company or of any subsidiary of **your** company.

### Loss

Direct loss of money or property belonging to **you** or for which **you** are responsible.

### Previous insurance

Insurance policy or bond held in force by **you** immediately prior to this insurance covering the same **loss**.

## ✓ What is covered

**We** will cover **you** for

1 **loss** as a direct result of any act of **dishonesty** committed by an **employee(s)** described or named in **your** schedule during the **period of insurance** in connection with the **business**

provided that

a any **loss** is discovered no later than 24 months after the termination of

i the employment of the **employee(s)** identified in such **loss**

ii the insurance in respect of the **employee(s)** identified in such **loss**

whichever occurs first and if more than one **employee** is involved in a **loss** the discovery period begins with the initial termination

b the act of **dishonesty** is committed within the **policy territories**

2 the cost of any special professional audit to substantiate the amount of **loss** provided that those costs are incurred with **our** prior written consent.

### Previous insurance cover

**We** will cover **you** for any **loss** not recoverable solely because the period allowed for discovery has expired under the **previous insurance**, as long as the **loss** is discovered during the **period of insurance**

provided that

1 the **previous insurance** had been continuously in force from the time of the **loss** until the start of this section

2 the **loss** would have been covered by this section had it been in force at the time of the **loss**

3 **our** liability shall not exceed whichever is the lesser of

a the amount recoverable under the **previous insurance** in force at the time of the **loss** or

b the limit of indemnity under this section.

**Our** total liability for any one claim continuing through both the term of the **previous insurance** and the continuation of this insurance will not exceed the limit of indemnity applicable under this section.

### Reinstatement of electronic data cover

**We** will cover **you** for the reasonable cost of rewriting or amending the software programs or systems where rewriting or amending is necessary to correct the programs or amend the security codes following the fraudulent use of the computer hardware, software programs or systems and which was the subject of a claim under this section.

### Limit of indemnity

1 **Our** liability including auditors fees shall not exceed the limit of indemnity shown in **your** schedule

a for any **employee(s)**

b for all claims under this section during any one **period of insurance**.

2 **We** agree, upon notification of a claim, to reinstate the limit of indemnity by any sum or sums paid or payable under this section provided that

a the reinstated sum only applies to **employee(s)** who are not the subject of such claim

b the reinstated sum only applies to acts of **dishonesty** committed after the date of the claim notification

c **you** agree to pay an appropriate additional premium calculated on the reinstated amount.

3 **Our** maximum liability in respect of any one **loss** will be the limit of indemnity shown in **your** schedule applicable at the date when the **dishonesty** of the **employee(s)** is first discovered, no matter how many **periods of insurance** are involved.

**Our** liability will not be cumulative from **period of insurance** to **period of insurance**.

4 If this **policy** replaces any **previous insurance**, the losses forming part of any

claim will be apportioned to the appropriate insurer so that the earliest **loss** sustained is paid first. Losses will then be settled in date order until the limit applicable to the claim is reached.

## ✘ What is not covered

### Excess

The **excess** as shown in **your** schedule will apply to each and every **loss**, whether involving one or more **employee(s)**.

### Loss of profits exclusion

**We** will not cover **loss** of interest, **loss** of profits or any indirect **loss** resulting from any acts of **dishonesty**.

### Malicious damage exclusion

**We** will not cover any **loss** arising from malicious damage including computer viruses, worms, trojan horses and the like.

### Prior dishonesty exclusion

**We** will not cover any **loss** arising from any act or acts of **dishonesty** committed by an **employee(s)** who **you** have continued to employ after discovering a prior act of **dishonesty** committed by the same **employee(s)**.

### Unidentified loss exclusion

**We** will not cover **loss** arising from any act of **dishonesty** committed by any **employee(s)** who **you** are unable to identify by name.

## Section conditions

These conditions of cover apply only to this section. **You** must comply with these conditions to have the full protection of **your policy**.

Some conditions specify circumstances whereby non-compliance will mean that **you** will not receive payment for a claim. However **you** will be covered and **we** will pay **your** claim if **you** are able to prove that the non-compliance with these conditions could not have increased the risk of the **loss** which actually occurred in the circumstances in which it occurred.

### Discovery condition

1 Whether or not **you** intend to make a claim, **you** must give **us** notice in writing within 14 days of

- **a** discovering any act of **dishonesty** committed by any **employee(s)**
- **b** reasonable cause for suspicion of **dishonesty** committed by any **employee(s)** that **you** become aware of, or any representative that is entrusted with audit or supervisory responsibility becomes aware of.

2 On discovering any act of **dishonesty** or circumstances which could give rise to a claim under this section, **you** must take all steps to prevent **loss** or further **loss** as quickly as possible.

If **you** do not comply with this condition, **you** will not be covered and **we** will not pay **your** claim.

### Minimum standards of control condition

Unless **we** agree in writing to any alteration, the following minimum standard of control for the check and supervision of **employee(s)** must be maintained in force and adhered to by **you.**

#### 1 Audit control

**Your** accounts must be independently audited every twelve months by external auditors and any recommendations on internal controls implemented.


Defined terms are **highlighted in bold blue** ▶ see the **Meanings of defined terms section** and the start of each section of cover for their meanings

## 2 Banking control

**a** **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.

**b** **You** must operate a system of dual control over the opening of new bank accounts or amending approved signatory details.

**c** Bank statements must be reconciled at least monthly independently of **employee(s)** permitted to receive or make payments, draw or sign cheques, or transfer funds electronically.

## 3 Cash control

Cash in hand and petty cash must be checked independently of **employee(s)** responsible for receiving or holding the cash, at least monthly.

## 4 Computer systems control

**a** All computer systems users must have a unique password in order to access, update or amend **your** computer systems and programmes.

**b** All amendments to computer system programmes and authorisation levels must be approved independently of the persons making the amendment.

**c** All passwords must be withdrawn when **employee(s)** leave.

## 5 Contracts control

**a** **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 at least one other **employee**.

**b** Responsibility for the ordering of stock and materials, the recording of receipt of and the authorising of payment for them, must be performed by different **employee(s)** acting independently.

## 6 References control

**You** must obtain satisfactory references to confirm the honesty of each **employee** who will have responsibility for money, goods, property, accounts or computer operations or computer programming.

References must be obtained

**a** for the three years immediately preceding the **employee** working for **you**

**b** before the **employee** is entrusted without supervision

**c** directly from former employers.

Any gaps in employment must be explained.

**You** do not need to obtain references for **employees** who have been employed by **you** satisfactorily and continuously for at least 3 years in another capacity before being given responsibility for money, goods, property, accounts or computer operations or computer programming.

Where an **employee** is

**a** employed directly from school, college, university or Government sponsored youth training scheme

**b** returning to work after a gap of more than three years **you** must obtain at least one character reference.

A written record of any verbal references must be made by **you** at the time the reference is obtained.

Written references and written records of verbal references must be retained by **you** for inspection by **us** if a claim arises.

## 7 Salaries and wages control

Wages and salaries must be checked, independently of the **employee** responsible for wages and salary payments, against personnel records to ensure

**a** no fictitious names have been used

**b** there are no unusual or excessive payments.

## 8 Statements of account control

a Statements of account for all sums due must be issued at least monthly and direct to customers independently of **employee(s)** receiving payments.

b Management actions must be taken at least monthly to examine sales receipts and outstanding customer accounts and any variances against budget or expected income investigated.

## 9 Stock controls

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

If **you** do not comply with this condition, **you** will not be covered and **we** will not pay **your** claim.

### Premium adjustment condition

If any part of the premium has been calculated on estimates **you** must, at **our** request, tell **us** the actual figures on the expiry of the **period of insurance** so that the final premium can be calculated using the agreed rates. If the adjusted premium is less than the estimated premium **we** will not return more than 25% of the original premium.

### Recoveries condition

1 All monies which, but for the **dishonesty** of the **employee(s)**, would become payable to them by **you** and any monies recovered from the **employee(s)** by **you** will be deducted from the **loss**.

2 Any recoveries obtained by **you** will be applied in the following order

a in reduction of the **loss** suffered by **you** which would have been covered by this section, but for the application of the limit of indemnity

b in reduction of the **loss** suffered by **us**

c in reduction of the **loss** suffered by **you** for the amount excluded.

### Reimbursement condition

**You** must give all information and assistance to enable **us** to take legal action to obtain reimbursement of any monies which **we** have paid or have become liable to pay under this section.

# Goods in transit section

**Contents of this section**


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**Your** schedule will show if this section is covered.

## Meanings of defined terms

These meanings apply within this section. They will be highlighted in bold blue print and will have the same meaning, whether shown in the singular or plural. These are in addition to the defined terms that can be found within the **Meanings of defined terms section** of **your policy**.

### Business interruption

Loss, cost or expense resulting from interruption or interference with **your business** as a result of any loss, destruction or damage to **property**.

### Communicable disease

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

1 the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and

2 the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and

3 the disease, substance or agent can cause or threaten 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.

### Computer systems

Computer or other equipment or component or system or item which processes, stores, transmits or receives **data**.

### Cyber act

An unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **computer systems**.

### Cyber incident

1 any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **computer systems**

2 any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **computer systems**.

### Damage/damaged

Physical loss or destruction or damage.

### Data

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

### Defined peril

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

### Denial of service attack

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

### Flood

1 the escape of water from the normal confines of any natural or artificial water course, lake, reservoir, canal, drain or dam

2 inundation from the sea

3 inundation by rainwater or rainwater induced run off, other than where the inundation is solely caused by or solely results from ingress of rainwater through or via the roof of the building

whether resulting from **storm** or not.

### Geographical limits

Anywhere in Great Britain, Northern Ireland, the Channel Islands, the Isle of Man and Eire including the sea crossings in or between them.

### Hacking

Unauthorised access to any **computer systems**, whether **your** property or not.

### Phishing

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

### Property

Goods and trade tools belonging to **you** or for which **you** are responsible, relating to the **business** shown in **your** schedule.

### Storm

Storm excluding damage by **flood**.

### Terrorism

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

In Northern Ireland: An act including but not limited to the use of force or violence and/or threat thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or

government(s) committed for political, religious, ideological or similar purposes including the intention to influence any government and or put the public or any section of the public in fear.

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

### Time element loss

Business interruption, contingent business interruption or any other consequential losses.

### Vehicle

Motor vehicle, articulated vehicle, trailer or semi-trailer owned or operated by **you**.

### Virus or similar mechanism

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

## ✓ What is covered

**We** will cover **you** for **damage** to **property** occurring during the **period of insurance** whilst in transit to destinations within the **geographical limits** by any means of conveyance described in **your** schedule, including

1 loading prior to despatch from the point of actually lifting **property** by or onto the means of conveyance

2 unloading and movement to the first resting place at the final destination.

### Basis of claims settlement

**We** will pay **you** for the invoice value of **property** at the time of its **damage** or **we** may repair, replace or reinstate the **property**.

If an invoice has not been raised at the time of **damage**, the valuation will be based on the sale or re-sale value of the **property** at the time of the start of the transit.

If the **damaged property** is not new, **we** will deduct a reasonable amount for wear, tear and depreciation.

In the event of **damage** to any machinery or equipment, which when complete for sale or use consists of several separate parts, **we** will only pay for the part or parts actually **damaged**, including any replacement charges. In all circumstances **we** will not pay more than the value of the complete machine or equipment.

Claims for the total loss or destruction of ropes and sheets cover, personal effects cover and electronic equipment cover will be settled on the basis of value at the time of **damage** with adjustment for wear and tear, but **we** will not pay more than the limit specified for the cover in respect of any one claim.

### Additional expenses cover

**We** will pay up to £10,000 any one claim for expenses reasonably incurred by **you** in

1 the removal of debris and site clearance from the immediate area of the site where **damage** to **property** in transit by **vehicle** has occurred

2 transferring **property** to any other conveyance, following fire, collision, overturning or impact of the conveying **vehicle**, including carrying the **property** to the original destination or to a place of collection

3 reloading onto the **vehicle** any **property** which has fallen from the **vehicle**

4 re-securing the **property** where there is dangerous movement of the load in transit by **vehicle**.

### Demonstration or approval cover

**We** will pay up to the consignment limit shown in **your** schedule for **damage** to **property** during the **period of insurance** within the **geographical limits** whilst

1 in transit to or from **your** customer's premises on demonstration or on approval

2 on the customer's premises where the **property** is being demonstrated or being approved, excluding loss or damage caused by or through its demonstration or use.

### Electronic equipment cover

**We** will pay up to £500 any one claim for **damage** to portable electronic equipment belonging to **you** occurring during the **period of insurance** within the **geographical limits**, whilst being used by the driver of a **vehicle** in the course of transit of **property**, in connection with the **business**.

### Exports (free on board/free on aircraft) cover

**We** will cover **you** against **damage** to **property** occurring during the **period of insurance**, consigned to an address outside the **geographical limits**, where, by agreement, **you** are responsible for all expenses and insurance prior to delivery of the **property** over ships rail or on aircraft. The cover will apply whilst in transit within the **geographical limits** and for a period of up to 30 days whilst the **property** is temporarily stored awaiting shipment on any quayside or in any dock or airport store.

### Incoming goods cover

**We** will cover **you** up to the consignment limit for **damage** to **property** occurring during the **period of insurance**, consigned to **you** from an address within the **geographical limits**, if it is **your** responsibility to insure.

### Packers premises cover

**We** will pay up to the consignment limit shown in **your** schedule for **damage** to **property** during the **period of insurance** within the **geographical limits** whilst

1 in transit to or from premises where the **property** is being packed for transit

2 on the premises where the **property** is being packed for transit, excluding any loss, damage, cost or expense caused by or through the process of packaging.

### Personal effects cover

**We** will pay up to £500 any one claim for driver's personal effects, where **damage** arises out of an occurrence for which there is also a valid claim for **damage** to **property** in or on a **vehicle**.

### Ropes and sheets cover

**We** will pay up to £500 any one claim for **damage** to tarpaulins, sheets, trailer curtains, ropes, chains, webbing straps and packing materials belonging to **you** or for which **you** are responsible, not insured under any other policy, occurring during the **period of insurance** within the **geographical limits**, whilst carried on a **vehicle**.

### Travellers samples cover

**We** will pay up to the consignment limit shown in **your** schedule for **damage** to travellers stock or samples occurring during the **period of insurance** within the **geographical limits**, whilst in transit or temporarily removed from a **vehicle** during transit and kept in a locked room or a locked building, provided that the stock or samples remain under the custody or control of **you** or **your** employee.

### Limit of cover

1 The maximum amount **we** will pay for any one claim or series of claims arising from one occurrence is the limit of any one event shown in **your** schedule.

2 The consignment limit shown in **your** schedule is the maximum amount **we** will pay for all **property** sent at any one time

- **a** in one or more packages and in one load by **vehicle** or carrier to the same destination
- **b** for any one self contained package sent by post.

## ✘ What is not covered

### Business interruption exclusion

**We** will not cover any **business interruption** other than as specified under the **Additional expenses cover**.

### Cyber exclusion

**We** will not cover **you** for any loss, damage, cost or expense directly or indirectly caused by contributed to by arising from occasioned by or resulting from

1 any **cyber act** including but not limited to **hacking**, **phishing**, **denial of service attack** or the transmission of any **virus or similar mechanism**

2 any **cyber incident**.

This exclusion shall not apply to claims for **damage** resulting from fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them covered by this section.

### Date recognition exclusion

**We** will not cover **you** for any loss, damage, cost or expense directly or indirectly caused by, contributed to or arising from the failure of equipment (including any **computer systems**) to correctly recognise any given date or to process data or to operate properly due to failure to recognise any given date.

This exclusion shall not apply to claims for **damage** resulting from a **defined peril** covered by this section.

### Delay exclusion

**We** will not cover any loss, damage, cost or expense to **property** directly or indirectly caused by or arising from delay.

### Deliberate loss or damage exclusion

**We** will not cover **you** for any loss, damage, cost or expense caused, or allowed to be caused, deliberately, wilfully, maliciously, illegally or unlawfully by **you**.

### Derangement exclusion

**We** will not cover any electrical or mechanical derangement unless caused by impact.

### Disease exclusion

1 Notwithstanding any provision to the contrary within this section, this section excludes any loss, damage, liability, claim, cost or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with a **communicable disease** or the fear or threat (whether actual or perceived) of a **communicable disease** regardless of any other cause or event contributing concurrently or in any other sequence thereto.

2 Subject to the other terms, conditions and exclusions contained in this section, this section will cover physical damage to **property** insured and any **time element loss** directly resulting therefrom where such physical damage or **time element loss** is covered by this section and is directly caused by or arising from any of the following perils: fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them, or impact by any road vehicle or animal, **storm**, earthquake, **flood**, subsidence, landslip, landslide, riot, riot attending a strike, civil commotion, vandalism and malicious persons, theft, escape of water from any tank apparatus or pipe, leakage of oil from any fixed heating installation.

### Excess exclusion

The **excess** shown in **your** schedule will apply to each claim or series of claims arising from one occurrence.

### Livestock exclusion

**We** will not cover any loss or destruction of or injury to living creatures.

### Natural deterioration exclusion

**We** will not cover any loss, damage, cost or expense arising from natural deterioration of **property**.

### Nuclear waste exclusion

**We** will not cover any loss or damage to nuclear waste.

### Pressure waves exclusion

**We** will not cover any loss, damage, cost or expense directly or indirectly caused by or arising from pressure waves caused by aircraft or other aerial devices.

### Radioactive contamination exclusion

**We** will not cover damage, or any other loss or expense resulting or arising from damage to any property, or any consequential loss, directly or indirectly caused by or contributed to by or arising from

1 ionising radiations or contamination by radioactivity from any nuclear fuel, nuclear waste from the combustion of nuclear fuel, radioisotopes, or any other nuclear or radioactive material

2 buildings, plant or equipment for the generation of nuclear power, or production, use or storage of nuclear fuel, nuclear waste from the combustion of nuclear fuel, radioisotopes, or any other nuclear or radioactive material

3 transportation of nuclear fuel, nuclear waste from the combustion of nuclear fuel, radioisotopes, or any other nuclear or radioactive material

4 the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of that assembly

5 any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

### Temperature-controlled property exclusion

**We** will not cover the deterioration of **property** conveyed in frozen, chilled or insulated conditions due to

1 faulty stowage

2 incorrect setting or operation of the equipment

3 variations in temperature unless directly caused by fire, accident (but not breakdown) to the means of conveyance, theft or attempted theft.

### Terrorism and Northern Ireland exclusion

**We** will not cover **you** for loss, damage, cost or expense of any nature directly or indirectly caused by, resulting from or in connection with

1 In England, Scotland, Wales, the Channel Islands, the Isle of Man and Eire

   a any act of **terrorism**, regardless of any other cause or event contributing concurrently or in any other sequence to the loss

   b any action taken in controlling, preventing, suppressing or in any way relating to any act of **terrorism**.

2 In Northern Ireland

   a any act of **terrorism**, regardless of any other cause or event contributing concurrently or in any other sequence to the loss

   b any action taken in controlling, preventing, suppressing or in any way relating to any act of **terrorism**

   c riot, civil commotion and (except for damage or interruption to the **business** caused by fire or explosion) strikers, locked out workers or persons taking part in labour disturbances or malicious persons.

If any of the points above are found to be invalid or unenforceable, the remainder of the points shall remain in full force and effect. In any action, lawsuit or other proceedings or where **we** state that any loss, damage, cost or expense is not covered by this section it will be **your** responsibility to prove that they are covered.

### Valuables exclusion

**We** will not cover any loss, damage, cost or expense to

1 money, securities for money (which includes certificates of bond, stock certificates, bills of exchange, promissory notes) or stamps

2 watches, precious stones, jewellery or bullion.

### War risk exclusion

**We** will not cover any loss, damage or expense caused by or happening through war, invasion, act of foreign enemy hostilities (whether war is declared or not) civil war, rebellion, revolution, insurrection or military or usurped power.

## Section conditions

These conditions of cover apply only to this section. **You** must comply with these conditions to have the full protection of **your policy**.

Some conditions specify circumstances whereby non-compliance will mean that **you** will not receive payment for a claim. However **you** will be covered and **we** will pay **your** claim if **you** are able to prove that the non-compliance with these conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

### Carrier notification condition

If loss or damage is caused by a carrier, **you** must notify the carrier in writing as soon as **you** are aware of the loss or damage, as well as notifying **us**. **You** may be asked to complete the carriers claim form and any compensation **you** receive from a carrier must be paid to **us** if **we** have paid the claim.

If **you** do not comply with this condition **you** will not be covered and **we** will not pay **your** claim.

### Premium adjustment condition

If any part of the premium has been calculated on estimates **you** must, at **our** request, tell **us** the actual figures on the expiry of the **period of insurance** so that the final premium can be calculated using the agreed rates. If the adjusted premium is less than the estimated premium **we** will not return more than 25% of the original premium.

If the estimates shown in **your** schedule are marked as index linked, the renewal premium for each **period of insurance** will be calculated on an adjusted amount in line with suitable indices of costs.

# Terrorism section

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**Your** schedule will show if this section is covered.

## Meanings of defined terms

These meanings apply within this section. They will be highlighted in bold blue print and will have the same meaning, whether shown in the singular or plural. These are in addition to the defined terms that can be found within the **Meanings of defined terms section** of **your policy**.

### Business interruption

Loss resulting from interruption of or interference with the **business** carried on by **you** at the **premises** as a result of **damage** to property used by **you** at the **premises** for the purpose of the **business**.

### Computer systems

Computer or other equipment or component or system or item which processes, stores, transmits or receives **data**.

### Cyber act

An unauthorised, malicious or criminal act or series of related unauthorised, malicious and criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **computer systems.**

### Cyber incident

1 any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **computer systems**

2 any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **computer systems**.

### Damage

Physical loss or destruction or damage.

## Data

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

## Denial of service attack

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

## Hacking

Unauthorised access to any **computer system** whether **your** property or not.

## Phishing

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

## Premises

The premises shown in **your** schedule.

## Private individual

Any person other than

1 a company, association or partnership

2 a trustee or body of trustees where insurance is arranged under the terms of a trust

3 a person who owns residential property for the purpose of a business as a sole trader

4 a person who owns residential property of which in excess of 20% is commercially occupied

5 an executor of a will

Where

**(i)** the residential property is occupied by a trustee, executor of a will or a sole trader as a private residence and the property is not a block of flats then each will be classified as a private individual in respect of that property

**(ii)** more than one person is named on the **policy** but each is a private individual, or one of the parties named is a financial interest that has simply had their interest noted then the **policy** will be classified as being in the name of a private individual.

## Terrorism

**For risks located in England, Wales and Scotland except for residential property insured in the name of a private individual**

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 His Majesty's Government in the United Kingdom or any other government de jure or de facto.

**For risks located in the Channel Islands, Isle of Man and residential property located in England, Wales and Scotland insured in the name of a private individual**

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

## Virus or similar mechanism

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

## ✓ What is covered

The cover provided under the **Sections applicable** as shown in the Terrorism section of **your** schedule is extended to include **damage** to the property insured or loss resulting from interruption or interference with the **business** as a result of **damage** to property used by **you** at the **premises** or other insured loss directly resulting from **damage** which impacts the **business** carried on by **you** at the **premises** where covered caused by, happening through or as a result of **terrorism**.

Where the **Property damage section - All risks** is shown as being applicable under the Terrorism section of **your policy** and Goods in transit cover is shown as being insured on **your** schedule, this section is extended to include **damage** to property insured under the **Goods in transit section** for losses caused by **terrorism**.

All losses arising within 72 hours caused by **terrorism** during the **period of insurance** will be treated as one loss and **you** can decide when the 72 hour period starts as covered by this section, provided that all **damage** occurs within the **period of insurance** and that no two periods overlap.

## ✘ What is not covered

### Applicable to all locations

### Excluded property exclusion

**We** will not cover **you** for any losses directly or indirectly caused by or resulting from loss, destruction or damage to or at any

1 property located outside England, Wales, Scotland, the Channel Islands and the Isle of Man and property in the territorial seas adjacent thereto as defined by the Territorial Seas Act 1987

2 nuclear installation or nuclear reactor

3 property which is specifically excluded elsewhere in this **policy**.

### Motor exclusion

**We** will not cover **you** for any property

1 covered by a motor policy other than a motor trade policy

2 covered under a road risks section of a motor trade policy.

### Other insurances exclusion

**We** will not cover **you** for any property which is insured by or would, but for the existence of this **policy**, be insured by any form of transit, aviation or marine policy.

### Applicable to risks in England, Wales and Scotland only and where the risks are not residential property insured in the name of a private individual

### Cyber exclusion

**We** will not cover any losses directly or indirectly caused by, contributed to by or arising from or occasioned by or resulting from

1 damage to or the destruction of any **computer systems**

2 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**.

But this exclusion will not apply where the loss

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

and

B) comprises

(a) the cost of reinstatement, replacement or repair in respect of **damage** to or destruction of property insured by **you** and/or

(b) **business interruption** suffered directly by **you** as a direct result of either **damage** or destruction to property used by **you** at a location covered by this **policy** or as a direct result of denial, prevention or

hindrance of access to a location where property used by **you** is covered by this **policy** as a result of **damage** caused by **terrorism** to property which is within one mile of the location.

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

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

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

and

**(ii)** **data**

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

### War risks exclusion

**We** will not cover any claims caused by or happening through riot, civil commotion, war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

**Applicable to risks in the Channel Islands, Isle of Man and to residential property risks insured in the name of a private individual for England, Wales and Scotland.**

### Cyber exclusion

**We** will not cover **you** for any loss, damage, cost or expense directly or indirectly caused by, contributed to by, arising from occasioned by or resulting from

1 any **cyber act** including but not limited to **hacking**, **phishing**, **denial of service attack** or the transmission of any **virus or similar mechanism**

2 any **cyber incident**.

### Deliberate loss or damage exclusion

**We** will not cover **you** for any loss, damage, cost or expense caused, or allowed to be caused, deliberately, wilfully, maliciously, illegally or unlawfully by **you**.

### Pollution and contamination exclusion

**We** will not cover damage, or any other loss or expense resulting or arising from damage to any property, or any consequential loss directly or indirectly caused by or contributed to by, or in connection with, or arising from biological or chemical pollution or contamination.

### Radioactive contamination exclusion

**We** will not cover damage, or any other loss or expense resulting or arising from damage to any property, or any consequential loss, directly or indirectly caused by or contributed to by or arising from

1 ionising radiations or contamination by radioactivity from any nuclear fuel, nuclear waste from the combustion of nuclear fuel, radioisotopes, or any other nuclear or radioactive material

2 buildings, plant or equipment for the generation of nuclear power, or production, use or storage of nuclear fuel, nuclear waste from the combustion of nuclear fuel, radioisotopes, or any other nuclear or radioactive material

3 transportation of nuclear fuel, nuclear waste from the combustion of nuclear fuel, radioisotopes, or any other nuclear or radioactive material

4 the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of that assembly

5 any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

### War risks exclusion

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

## Section conditions

These conditions of cover apply only to this section.

**You** must comply with the following conditions to have the full protection of **your policy**.

Some conditions specify circumstances whereby non-compliance will mean that **you** will not receive payment for a claim. However, **you** will be covered and **we** will pay **your** claim if **you** are able to prove that the non-compliance with these conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

### Limitation of liability condition

**Our** liability for all losses from any one event and in total in any one **period of insurance** will not exceed

1 the total sums insured, or

2 for each item its individual sum insured, or

3 any other limit of liability

4 the sum insured (or limit remaining) after the deduction for any other **damage** occurring during the same **period of insurance**

whichever is the less as stated within the **Sections applicable** shown in the Terrorism section of **your** schedule.

### Proof of cover condition

In any action, lawsuit or other proceedings or where **we** state that any loss, damage, costs or expense is not covered by this section it will be **your** responsibility to prove that they are covered.

# Employers liability section

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**Your** schedule will show if this section is covered.

## Meanings of defined terms

These meanings apply within this section. They will be highlighted in bold blue print and will have the same meaning, whether shown in the singular or plural. These are in addition to the defined terms that can be found within the **Meanings of defined terms section** of **your policy**.

## Bodily injury

Death, bodily injury, illness or disease.

## Claim costs

Costs and expenses

1 of any claimant which **you** become legally liable to pay

2 incurred, with **our** prior written consent, to investigate or defend a claim against **you** including solicitors fees at

- **a** any coroner's inquest or fatal accident inquiry
- **b** summary court proceedings.

## Contractual liability

Legal liability assumed by **you** under the terms of any contract or agreement that restrict **your** right of recovery, or increase **your** liability at law beyond that applicable in the absence of those terms.

## Employed person

1 Anyone under a contract of service or apprenticeship with **you**.

2 Anyone who is

- **a** employed by **you** or on **your** behalf on a labour only basis
- **b** self employed
- **c** hired to **you** or borrowed by **you** from another employer
- **d** a voluntary helper or taking part in a work experience or training scheme
- **e** a driver or operator of hired-in plant
- **f** an outworker or homeworker

**g** a prospective employee who is being assessed by **you** as to their suitability for employment

**h** a person on secondment to **you** from an overseas subsidiary company or **your** parent company whilst working within the **policy territories**

**i** a person engaged in community service working under the Criminal Justice Act 2003 or similar legislation

and under **your** direct control or supervision.

### Manslaughter costs

Costs and expenses of legal representation in connection with any criminal inquiry into or court proceedings brought for manslaughter, corporate manslaughter, corporate homicide or culpable homicide.

### Offshore

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

### Principal

Employer who has engaged **you** to act on their behalf, under a contract or agreement for the performance of work by **you,** in connection with the **business**.

### Safety legislation costs

Costs and expenses of legal representation in connection with an alleged breach of statutory duty under

**1** Health and Safety

**2** Terrorism (protection of premises)

**3** Consumer Protection

**4** Food Safety

legislation, enacted within the **policy territories**.

### Terrorist act

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

## ✓ What is covered

**We** will cover the amount of damages which **you** are legally liable to pay in respect of **bodily injury** to any **employed person** resident in the **policy territories,** caused during the **period of insurance** and arising out of and in the course of their employment by **you** in connection with the **business**.

### Additional business activities cover

The cover under this section includes the following activities of the **business**

**1** providing and managing amenities for the benefit and welfare of **employed persons**

**2** providing nursery, creche or child care facilities to **employed persons** where incidental to the **business**

**3** the provision of car parking for the benefit of **employed persons**, customers and visitors

**4** owning, repairing, maintaining and decorating **your** own property or premises **you** use

**5** providing and managing facilities primarily used for fire prevention, safety or security at **your** premises

**6** maintaining and repairing vehicles and machinery owned or used by **you**

**7** private work **you** allow **employed persons** to do for **your** directors, partners or officers, as long as this work is done with **your** prior permission

**8** organisation of, attendance at and participation in exhibitions, trade shows, conferences and seminars within the **policy territories** and the European Union

**9** organisation and sponsorship of fundraising activities and events and sponsorship of individuals

**10** the sale or disposal of **business** assets.

### Automatic acquisitions cover

**We** will automatically cover any newly acquired or newly formed subsidiary company of **yours** from the date of its acquisition or creation.

**We** will not provide cover unless

1 the business of the new company is of a similar nature to **yours** and falls within the business description shown in **your** schedule

2 the new company is domiciled within the **policy territories**

3 the estimated turnover of the new company at the time of acquisition or formation is less than 25% of **your** estimated turnover

4 **you** provide **us** with the necessary underwriting information to fulfil **your** duty of fair presentation of risk within 30 days of the acquisition or formation of the new company

5 **you** accept **our** terms and pay the additional premium required for the inclusion of the new company under this **policy**.

## Claim costs cover

**We** will cover **claim costs** in connection with a claim for which an award of damages is paid or may be payable under this section, but **we** will not pay **claim costs** for any part of a claim not covered by this section.

### Compensation for court attendance cover

**We** will compensate **you** at the rate of £500 per person for each day that **we** request **you** or any director, partner, officer or **employed person** to attend court.

### Data Protection cover

**We** will cover the amount of compensation, costs and expenses which **you** are legally liable to pay in respect of damage or distress occurring during the **period of insurance**, arising from holding the personal data of directors or **employed persons**, or, as a result of any loss, misuse or unauthorised disclosure of the personal data of directors or **employed persons** held by **you** in the course of the **business**.

**We** will only pay

1 amounts of compensation which **you** are ordered to pay, or which **you** might reasonably be expected to pay by a court having jurisdiction

2 if **you** are registered or are in the process of registration (and the application has not been refused or withdrawn) under Data Protection legislation

within the **policy territories**.

**We** will not cover

1 fines or penalties imposed by a court

2 the costs of any appeal against the refusal of an application for registration or alteration, in connection with the Data Protection legislation or any enforcement, de-registration or prohibition notice

3 the cost of replacing, reinstating, rectifying or erasing any personal data

4 refund of monies paid to **you** by any claimant

5 liability for which cover is provided under any other more specific insurance.

The maximum **we** will pay for compensation, costs and expenses in total, as a result of all occurrences during any one **period of insurance**, is £1,000,000.

## Injury to working partners cover

If **you** are a working partner the cover will apply as though **you** were an **employed person** as long as

1 **bodily injury** is sustained while **you** are working in connection with the **business**

2 **bodily injury** is caused by another partner or **employed person** while working in connection with the **business**

3 **you** have a valid right of action for negligence against the other partner or **employed person**

## Manslaughter costs cover

**We** will cover **manslaughter costs** in respect of any death occurring during the **period of insurance,** in circumstances where there is also a claim or potential claim against **you** for damages covered by this section.

**You** must obtain **our** prior written consent to legal representation and **we** will only agree to payment on a fee basis agreed by **us**.

If **you** wish to appeal against conviction, **we** will agree to costs and expenses of legal representation if, in the opinion of Counsel (appointed by mutual consent), such an appeal is more likely to succeed than not and

the total amount of damages and claimants costs are likely to exceed the total cost of legal representation.

Where **we** have consented to legal representation at court proceedings, **we** will also pay the legal costs of prosecution awarded against **you**, or any person entitled to cover under this section, in connection with the proceedings.

**We** will not pay

1 fines, penalties or awards of compensation imposed by a criminal court
2 costs and expenses of implementing any remedial order or publicity order
3 costs and expenses of an appeal against any fine, penalty, compensation award, remedial order or publicity order
4 costs and expenses incurred as a result of the failure to comply with any remedial order or publicity order
5 costs and expenses of defence where defence costs are available from any other source or insurance
6 costs and expenses of any investigation or prosecution brought other than under the laws of the **policy territories**.
7 fees for intervention raised or payable under any Health and Safety laws or regulations.

The maximum amount **we** will pay for all **manslaughter costs** and costs awarded against **you** or any person entitled to cover under this section, in total, as a result of all occurrences during any one **period of insurance** is £5,000,000.

## Overseas employees cover

If **bodily injury** is caused during the **period of insurance** to any person under a contract of service or apprenticeship, arising out of and in the course of their employment by **you** in connection with the **business** and who is resident outside the **policy territories**, **we** will cover the amount of damages which **you** are legally liable to pay by a court of law having jurisdiction within the **policy territories**.

**We** will not pay

1 for any action or recovery brought or commenced
   a in a court of law outside the **policy territories**
   b in connection with any workmen's compensation or other social insurance, or arising from **your** failure to meet legal obligations or to pay adequate contributions for that insurance
2 where an insurance policy covering legal liability for **bodily injury** caused to **employed persons** is arranged outside the **policy territories**.

## Personal liability cover

If no other insurance is in force and a claim is made against any director, partner, officer or **employed person** of **yours** in circumstances where **you** would have had cover had the claim been made against **you**, at **your** request, the cover provided by this section will also apply to the legal liability of such persons whilst

1 performing their normal duties in connection with the **business**
2 work is being carried out on behalf of any director, partner or officer of **yours** by an **employed person** with **your** consent
3 acting in a personal capacity, during the course of a business trip or business journey arranged for the purpose of the **business**.

The cover provided by this section will also apply to

   a the spouse, civil partner, domestic partner or any children accompanying a director, partner, officer or **employed person** in the course of a business trip or business journey
   b the officers, committee and members of amenities and fire, safety and security facilities, that **you** provide for the benefit of **employed persons**, in their respective capacities as such
   c **your** personal representative, or the personal representative of any other deceased person entitled to cover.

## Principals liability cover

If a claim is made against any **principal** in circumstances where **you** would have had cover had the claim been made against **you**, at **your** request, **we** will cover the legal liability of the **principal** arising from the performance of **your** work for the **principal**.

**We** will not provide cover beyond the requirements of **your** contract or agreement with the **principal**.

## Safety legislation costs cover

**We** will cover **safety legislation costs** in respect of any **bodily injury** occurring during the **period of insurance**, in circumstances where there is also a claim or potential claim against **you** for damages covered by this section.

**You** must obtain **our** prior consent to legal representation and **we** will only agree to payment on a fee basis agreed by **us**.

If **you** wish to appeal against conviction, **we** will agree to costs and expenses of legal representation if, in the opinion of Counsel (appointed by mutual consent), such an appeal is more likely to succeed than not and the total amount of damages and claimants costs are likely to exceed the total cost of legal representation.

Where **we** have consented to legal representation at court proceedings, **we** will also pay the legal costs of prosecution awarded against **you**, or any person entitled to cover under this section, in connection with the proceedings.

**We** will not pay

1 fines, penalties or awards of compensation imposed by a criminal court
2 costs and expenses of an appeal against improvement or prohibition notices
3 costs and expenses on indictment for manslaughter, corporate manslaughter, corporate homicide or culpable homicide, other than **safety legislation costs** already incurred
4 costs and expenses of defence where defence costs are available from any other source or insurance
5 costs and expenses of any investigation or prosecution brought other than under the laws of the **policy territories**.
6 fees for intervention raised or payable under any Health and Safety laws or regulations.

The maximum amount **we** will pay for **safety legislation costs** and costs awarded against **you** or any person entitled to cover under this section, in total, as a result of all occurrences during any one **period of insurance** is £5,000,000.

## Unsatisfied court judgements cover

**We** will, at **your** request, pay an **employed person** the amount awarded to that person by a court of law for **bodily injury** against any company, partnership or individual conducting a business within the **policy territories**, if such award remains unpaid six months after the date of the judgement.

**We** will only provide cover if

1 there is no outstanding appeal
2 the **bodily injury** was sustained during the **period of insurance** by the **employed person** while working in connection with the **business**
3 the judgement was obtained in a court within the **policy territories**
4 the **employed person** or their personal representative assigns the amount awarded under the judgement to **us**.

## Limit of indemnity

1 The employers liability limit of indemnity shown in **your** schedule is the maximum **we** will pay for the total of all damages and **claim costs** and will apply to any one claim or series of claims by one or more of the **employed persons** arising from one occurrence.
2 The maximum amount **we** will pay in total for all damages and **claim costs** arising directly or indirectly in connection with a **terrorist act** is £5,000,000 and this will apply exclusively to any one claim or series of claims by one or more of the **employed persons**.

3 In respect of any claim or claims, **we** may at any time pay the limit of indemnity applicable, after deducting any amounts already paid, or any lesser amount for which a settlement can be made. **We** will not then be liable to make any further payment in respect of the claim or claims.

## ✘ What is not covered

### Offshore exclusion

**We** will not cover claims for **bodily injury** to any **employed person** while **offshore**.

### Radioactive contamination exclusion

**We** will not cover claims for

1 **contractual liability**

2 which **your principal** has a legal liability

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

### Road Traffic Act exclusion

**We** will not cover claims for **bodily injury** to an **employed person** in circumstances where it is necessary to arrange compulsory motor insurance or security under any Road Traffic Legislation.

## Section conditions

These conditions of cover apply only to this section. **You** must comply with these conditions to have the full protection of **your policy**.

Some conditions specify circumstances whereby non-compliance will mean that **you** will not receive payment for a claim. However, **you** will be covered and **we** will pay **your** claim if **you** are able to prove that the non-compliance with these conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

### Premium adjustment condition

If the estimates shown in **your** schedule are marked as adjustable, then **you** must, at **our** request, tell **us** the actual figures on the expiry of the **period of insurance** so that the final premium can be calculated using the agreed rates.

If the adjusted premium is less than the estimated premium, **we** will not return more than 25% of the original premium.

If the estimates shown in **your** schedule are marked as index linked, the renewal premium for each **period of insurance** will be calculated on an adjusted amount in line with suitable indices of costs.

### Right of recovery condition

The cover provided under this section is in line with any law relating to the compulsory insurance of liability to persons employed within the **policy territories**. **You** must repay to **us** all amounts **we** pay which **we** would not have been liable to pay but for the law.

(**Note** An example would be a circumstance where **you** have breached a term or condition of this section which may invalidate **your** cover. **We** would still pay the claim to comply with such law, but **you** would be required to reimburse **us**).

# Public and products liability section

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**Your** schedule will show if this section is covered.

## Meanings of defined terms

These meanings apply within this section. They will be highlighted in bold blue print and will have the same meaning, whether shown in the singular or plural. These are in addition to the defined terms that can be found within the **Meanings of defined terms section** of **your policy**.

### Asbestos

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

### Bodily injury

Death, bodily injury, illness or disease.

### Claim costs

Costs and expenses

1 of any claimant which **you** become legally liable to pay

2 incurred, with **our** prior written consent, to investigate or defend a claim against **you** including solicitors fees at

- **a** any coroner's inquest or fatal accident inquiry
- **b** summary court proceedings.

### Clean up costs

Costs and expenses of remediation of environmental damage or environmental harm.

### Computer system

Any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet or 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.

### Contractual liability

Legal liability assumed by **you** under the terms of any contract or agreement that restrict **your** right of recovery, or increase **your** liability at law beyond that applicable in the absence of those terms.

### Cyber act

An unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **computer system**.

### Cyber incident

1 Any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **computer system**

2 Any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **computer system**.

### Data

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**.

### Employed person

1 Anyone under a contract of service or apprenticeship with **you**

2 Anyone who is

- **a** employed by **you** or on **your** behalf on a labour only basis
- **b** self employed
- **c** hired to **you** or borrowed by **you** from another employer
- **d** a voluntary helper or taking part in a work experience or training scheme
- **e** a driver or operator of hired-in plant
- **f** an outworker or homeworker
- **g** a prospective employee who is being assessed by **you** as to their suitability for employment
- **h** a person on secondment to **you** from an overseas subsidiary company or **your** parent company whilst working within the **policy territories**
- **i** a person engaged in community service working under the Criminal Justice Act 2003 or similar legislation

and under **your** direct control or supervision.

### Enforcing authority

Any government or statutory authority implementing or enforcing environmental protection legislation in the **policy territories**.

### Event

Claim or series of claims against **you** as a result of or attributable to a single source or the same original, repeated or continuing cause.

### Fungal pathogens

Any fungus or mycota or any by-product or type of infestation produced by such fungus or mycota including but not limited to mould, mildew, mycotoxins, spores or any biogenic aerosols.

### Hot work

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

### Keys

Customers keys, electronic pass cards and similar devices.

### Manslaughter costs

Costs and expenses of legal representation in connection with any criminal inquiry into or court proceedings brought for manslaughter, corporate manslaughter, corporate homicide or culpable homicide.

### Nuisance or trespass

Nuisance, trespass to land or trespass to goods, or interference with any easement.

### Offshore

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

### Personal injury

Personal injury or infringement of a person's legal right other than

1 **bodily injury**

2 a right arising from title to or an interest in property.

### Pollutants

Any solid, liquid or gaseous pollutant, contaminant or irritant substance or any biological agent that is a danger to human health.

### Principal

Employer who has engaged **you** to act on their behalf, under a contract or agreement for the performance of work by **you**, in connection with the **business**.

### Product(s)

Products that **you** have sold, supplied, provided or delivered including containers, packaging, labelling, instructions or advice in connection with products in the course of the **business**.

### Product inefficacy

1 The failure of any **product** to fulfil or perform its intended function

2 Wrongful advice given by **you** or any director, partner, officer or **employed person** directly in connection with a **product**.

### Property damage

Loss of or damage to property that **you** do not own or possess and is not in **your** custody or under **your** control.

### Safety legislation costs

Costs and expenses of legal representation in connection with an alleged breach of statutory duty under

1 Health and Safety

2 Terrorism (protection of premises)

3 Consumer Protection

4 Food Safety

legislation, enacted within the **policy territories**.

### Sudden incident

Sudden, identifiable, unintended and unexpected incident that does not originate from a gradual, continuous or repetitive cause.

### Terrorist act

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

### Underground services

Pipes, cables, mains or any other underground services.

### Works

1 Work, process or other operation that **you** undertake or is undertaken on **your** behalf.

2 Goods or materials comprising or forming part of a contract or development that **you** own or possess, or which is in **your** custody or under **your** control, or for which **you** are responsible in the course of the **business**.

### Work inefficacy

The failure by **you** or anyone acting on **your** behalf to carry out or provide work, process or other operation that **you** have contracted to perform in the course of the **business**.

## ✓ What is covered

**We** will cover the amount of damages which **you** are legally liable to pay in respect of

1 **bodily injury**

2 **personal injury**

3 **property damage**

4 **nuisance or trespass**

occurring during the **period of insurance** in connection with the **business**.

If legal liability to pay damages in respect of **property damage** or **nuisance or trespass** arises from a release or escape of **pollutants** into the atmosphere or onto land, water, buildings or any structure, the cover will only apply to a **sudden incident** which happens at a specific time and place during the **period of insurance** within the **policy territories** and all **property damage** or **nuisance or trespass** will be considered as having occurred at the time of the **sudden incident**.

### Accidental release of asbestos (Claims made) cover

**We** will cover the amount of damages which **you** are legally liable to pay in respect of a claim first made against **you** and notified to **us** during the **period of insurance** arising from the accidental and unplanned release of **asbestos**.

The maximum amount **we** will pay for the total of all damages, **clean up costs** and **claim costs** arising from claims first made against **you** and notified to **us** during the **period of insurance** is £1,000,000.

**We** will not cover

1 claims

- **a** relating to the fear suffered by any person of the consequences of exposure to **asbestos**
- **b** in respect of **property damage**, **nuisance or trespass** or **clean up costs**, unless arising from contamination resulting from the unplanned release of **asbestos** due to a **sudden incident** which happens at a specific time and place during the **period of insurance** in the course of any work, process or other operation
- **c** to rectify, remedy, repair, replace, re-apply, modify, investigate, access or remove **asbestos** in or on premises
  - **i** that **you** have disposed of
  - **ii** owned, leased, let, rented, hired or lent to **you**
  - **iii** for which **you** have any statutory duty to manage **asbestos**
- **d** for any incident known to **you** or for which **you** should have been aware before the start of this cover

2 the **excess** stated in **your** schedule in respect of **property damage** caused by or arising from **asbestos**.

If during the **period of insurance you** first become aware of any circumstances that may give rise to a claim under this cover and notification is given to **us** during or within 7 days of the expiry of the **period of insurance**, **we** will if a claim is subsequently made against **you** consider such circumstances as having been made during the **period of insurance** that **you** first become aware.

### Conditions applicable to the Accidental release of asbestos (Claims made) cover

**You** must

1 undertake a written risk assessment and put controls in place to prevent the release of **asbestos** if **you** have contracted or reached agreement for the investigation, handling, removal, stripping out, demolition, transportation or disposal of **asbestos**

2 on discovery of any materials that are known or suspected to be **asbestos** prior to or in the course of any work, process or other operation, immediately upon discovery take steps to suspend or cease such work, process or other operation until the composition of the materials is established

3 ensure that any **asbestos** is investigated, handled, removed, stripped out, demolished, transported and/or disposed of in accordance with Health and Safety regulations in force at the time within England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man.

In the event of a claim arising from or in connection with the release of **asbestos**, **you** may be required by **us** to produce evidence that **you** complied with this condition.

### Additional business activities cover

The cover under this section includes the following activities of the **business**

1 providing and managing amenities for the benefit and welfare of **employed persons**

2 providing nursery, creche or child care facilities to **employed persons** where incidental to the **business**

3 the provision of car parking for the benefit of **employed persons**, customers and visitors

4 owning, repairing, maintaining and decorating **your** own property or premises **you** use

5 providing and managing facilities primarily used for fire prevention, safety or security at **your** premises

6 maintaining and repairing vehicles and machinery owned or used by **you**

7 private work **you** allow **employed persons** to do for **your** directors, partners or officers, as long as this work is done with **your** prior permission

8 organisation of, attendance at and participation in exhibitions, trade shows, conferences and seminars within the **policy territories** and the European Union

9 organisation and sponsorship of fund raising activities and events and sponsorship of individuals

10 the sale or disposal of **business** assets.

### Advertising liability cover

**We** will cover the amount of damages which **you** are legally liable to pay and **claim costs** in respect of

1 libel, slander or defamation

2 infringement of copyright or of title or of slogan

3 unauthorised use or reproduction of another's work, or idea misappropriation

4 unauthorised use of any trademark, service mark, trade name or trade dress

in any advertisement, publicity, article, broadcast or telecast communicated during the **period of insurance** in connection with the **business**.

**We** will not cover claims caused by or arising out of

1 any act or omission by **you**, which knowingly infringes the legal rights of another, or which is intended to mislead the public

2 infringement of trademark, service mark, trade name or trade dress, except where used as titles or slogans in connection with any commodity, article, work or thing sold, offered for sale or advertised

3 failure in the performance of a contract, unless the claim is solely for unauthorised appropriation of ideas based upon a breach of, or alleged breach of, an implied term of the contract

4 incorrect description or mistake in the advertised price of any commodity, article, work or thing sold, offered for sale or advertised

5 the failure of any work, goods or materials to conform with advertised quality or performance

6 **contractual liability**

7 any act or omission in connection with which there is also a criminal complaint, but only so far as concerns a request for cover by anyone against whom the complaint has been made

8 the ownership, hosting or control by **you** of any website, part of a website or part of an internet service that allows a venue for discussion or commentary by users other than **you**

9 any material published, broadcast or telecast that is first communicated prior to the start date of this cover.

If **you** have cover for this under any other insurance policy or would have cover but for the existence of this **policy**, **we** will only provide cover in excess of the limit of indemnity payable under the other insurance policy.

The maximum **we** will pay in total for all damages and **claim costs** for all claims during any one **period of insurance** is £250,000.

### Automatic acquisitions cover

**We** will automatically cover any newly acquired or newly formed subsidiary company of **yours** from the date of its acquisition or creation.

**We** will not provide cover unless

1 the business of the new company is of a similar nature to **yours** and falls within the business description shown in **your** schedule

2 the new company is domiciled within the **policy territories**

3 the estimated turnover of the new company at the time of acquisition or formation is less than 25% of **your** estimated turnover

4 **you** provide **us** with the necessary underwriting information to fulfil **your** duty of fair presentation of risk within 30 days of the acquisition or formation of the new company

5 **you** accept **our** terms and pay the additional premium required for the inclusion of the new company under this **policy**.

### Claim costs cover

**We** will cover **claim costs** in connection with a claim for which an award of damages or **clean up costs** is paid or may be payable under this section, but **we** will not pay **claim costs** for any part of a claim not covered by this section.

### Compensation for court attendance cover

**We** will compensate **you** at the rate of £500 per person for each day that **we** request **you** or any director, partner, officer or **employed person** to attend court.

### Contingent motor liabilities cover

**We** will cover the amount of damages which **you** are legally liable to pay and **claim costs** in respect of

1 **bodily injury**

2 **property damage**

occurring during the **period of insurance** and arising out of

a the use by an **employed person** of their own motor vehicle within the **policy territories** and the European Union in connection with the **business**

b the movement of any motor vehicle, not owned by, or provided by **you**, or an **employed person** that is preventing access to, or causing an obstruction within **your** premises or any site at which **you** are working

and the **Road Traffic Act exclusion** in this section will not apply to that liability.

**We** will not pay

1 for loss of or damage to any motor vehicle referred to in **a** or **b** above

2 unless the motor vehicle is being driven with **your** permission and **you** have taken reasonable steps to ensure that the person driving holds a valid licence to drive the motor vehicle

3 where cover is provided by another insurance policy.

### Cross liabilities cover

Any person, firm, company or organisation covered by this section, is entitled to the cover as if a separate policy had been issued to each and, where **you** are a membership organisation, the cover will apply to each member as if a separate policy had been issued to each member.

However, the amount payable by **us** in total, on behalf of all entitled to cover, shall not in any circumstances exceed the limit of indemnity shown in **your** schedule.

### Damage to property being worked on cover

**We** will cover the amount of damages which **you** are legally liable to pay in respect of **property damage** occurring during the **period of insurance** to property that is being worked on or is undergoing a process or other operation undertaken by you or any director, partner or **employed person** where such property damage arises directly out of the work, process or operation.

The maximum **we** will pay for all damages and **claim costs** during any one **period of insurance** is £100,000.

### Data Protection cover

**We** will cover the amount of compensation which **you** are legally liable to pay in respect of **personal injury** occurring during the **period of insurance**, arising from holding personal data, or, as a result of any loss, misuse or unauthorised disclosure of personal data held by **you** in the course of the **business**.

**We** will only pay

1 amounts of compensation which **you** are ordered to pay, or which **you** might reasonably be expected to pay by a court having jurisdiction

2 if **you** are registered or are in the process of registration (and the application has not been refused or withdrawn) under Data Protection legislation

within the **policy territories**.

**We** will not cover

1 any claims from directors or **employed persons**

2 fines or penalties imposed by a court

3 the costs of any appeal against the refusal of an application for registration or alteration, in connection with the Data Protection legislation or any enforcement, de-registration or prohibition notice

4 the cost of replacing, reinstating, rectifying or erasing any personal data

5 refund of monies paid to **you** by any claimant

6 liability for which cover is provided under any other more specific insurance.

The maximum **we** will pay for compensation, costs and expenses in total, as a result of all occurrences during any one **period of insurance**, is £1,000,000.

### Defective Premises Act cover

**We** will cover the amount of damages which **you** are legally liable to pay in respect of **bodily injury** or **property damage**, occurring during any one **period of insurance**, arising out of premises **you** have disposed of, but had previously owned in connection with the **business**.

**We** will not cover

1 loss of or damage to the land or premises disposed of or in connection with the cost of rectifying any defect or alleged defect in them

2 any liability for which **you** are covered under any other insurance policy.

### Environmental clean up cover

**We** will cover the amount of **clean up costs** which **you** are legally liable to pay, under a notice or order imposed upon **you** by an **enforcing authority**, arising from a release or escape of **pollutants**, onto or into land, surface water or ground water.

The cover will only apply to a **sudden incident** which happens at a specific time and place during the **period of insurance** in connection with the **business** within the **policy territories**.

The maximum **we** will pay for all **clean up costs**, as a result of one **sudden incident** or all such incidents happening during any one **period of insurance**, is £100,000.

Where a claim for damages arises in addition to **clean up costs** as a result of the same **sudden incident**, the maximum **we** will pay for the total amount of damages and **clean up costs** added together will not exceed the public and products liability limit of indemnity shown in **your** schedule.

**We** will not cover

1 any part of a claim for **clean up costs**

   a at, in or upon property that is or was, owned by **you**, or in **your** possession, or in **your** custody or under **your** control

   b to achieve an improvement or alteration in the condition of the land, or any surface or ground water beyond that

      i necessary to meet the standards required by law at the start of remediation

      ii existing at the time of a **sudden incident** for which a claim is made under this section

2 the **excess** shown in **your** schedule in respect of each and every claim for **clean up costs**.

### Housing grants cover

**We** will pay the amount of an award in relation to an occurrence where cover is provided under this section, made in respect of a construction dispute and resulting from an adjudication procedure under the provisions of Housing Grants Construction and Regeneration legislation within the **policy territories**.

**You** must comply with the following conditions or **we** have the right to refuse to pay **your** claim. If any payment is made it will not affect any of **our** other rights under the conditions of **your policy**.

**You** must

1 forward to **us**, any notice of intention to refer a dispute to adjudication within 24 hours of receipt and within a further 48 hours provide full written details and/or any other applicable evidence in respect of the matter notified

2 provide **us** notice of any intention by **you** to issue a notice of intention to refer a dispute to adjudication

3 not accept any award made by an adjudicator to a dispute as being final without **our** prior agreement.

### JCT contracts cover

If **you** are required to arrange insurance under the terms of Clause 6.5.1 of the JCT Conditions of contract or any contract condition requiring similar insurance on behalf of any **principal**, **we** will provide cover, so far as is necessary to meet the terms of the contract, for a temporary period of up to 21 days from the start date of the contract, or the date that any preliminary works are started on site, whichever is earlier. Temporary cover will cease immediately if other insurance is arranged during the period of temporary cover.

**We** will not provide cover for

1 piling, ground stabilisation or underpinning works

2 demolition or partial demolition of buildings or structures

3 use of explosives.

The maximum amount **we** will pay for any expense, liability, loss, claim or proceedings incurred or sustained arising from one **event** is the public and products liability limit of indemnity shown in **your** schedule or any lesser amount specified in the contract conditions mentioned above.

### Loss of keys cover

**We** will pay the reasonable costs to replace **keys** for which **you** are legally responsible.

Provided that

1 the amount paid is restricted to

   a the reasonable cost of replacement or alteration of lost keys and the locks operated by such **keys**

   b the cost of necessary additional temporary protections to such customer's premises,

   c consequential loss suffered by a customer arising directly from

      i their inability to gain access to their premises

      ii the misuse of such **keys**

2 no details describing, naming or locating the premises or item to which the **keys** relate shall be attached to or kept with the **keys**.

   **You** shall devise a code for the labelling of **keys** and take all reasonable precautions to prevent unauthorised access to the code's cypher.

3 **You** shall replace (or make all possible efforts to replace) any external locks to which such **keys** relate within 48 hours or one working day of the discovery (whichever is the lesser) of the loss of **keys**.

4 **We** will not be pay the **excess** of £250 for each loss.

5 The maximum **we** will pay in total under this cover including **claim costs** during any one **period of insurance** is £150,000.

## Manslaughter costs cover

**We** will cover **manslaughter costs** in respect of any death occurring during the **period of insurance**, in circumstances where there is also a claim or potential claim against **you** for damages covered by this section.

**You** must obtain **our** prior consent to legal representation and **we** will only agree to payment on a fee basis agreed by **us**.

If **you** wish to appeal against conviction, **we** will agree to costs and expenses of legal representation if, in the opinion of Counsel (appointed by mutual consent), such an appeal is more likely to succeed than not and the total amount of damages and claimants costs are likely to exceed the total cost of legal representation.

Where **we** have consented to legal representation at court proceedings, **we** will also pay the legal costs of prosecution awarded against **you**, or any person entitled to cover under this section, in connection with the proceedings.

The maximum **we** will pay for **manslaughter costs** and costs awarded against **you**, or any person entitled to cover under this section, in total, as a result of all occurrences during any one **period of insurance**, is £5,000,000.

**We** will not pay

1 fines, penalties or awards of compensation imposed by a criminal court

2 costs and expenses of implementing any remedial order or publicity order

3 costs and expenses of an appeal against any fine, penalty, compensation award, remedial order or publicity order

4 costs and expenses incurred as a result of the failure to comply with any remedial order or publicity order

5 costs and expenses of defence where defence costs are available from any other source or insurance

6 costs and expenses of any investigation or prosecution brought other than under the laws of the **policy territories**

7 fees for intervention raised or payable under any Health and Safety laws or regulations.

## Personal liability cover

If no other insurance is in force and a claim is made against any director, partner, officer or **employed person** of **yours** in circumstances where **you** would have had cover had the claim been made against **you**, at **your** request, the cover provided by this section will also apply to the legal liability of such persons whilst

1 performing their normal duties in connection with the **business**

2 work is being carried out on behalf of any director, partner or officer of **yours** by an **employed person** with **your** consent

3 acting in a personal capacity, during the course of a business trip or business journey arranged for the purpose of the **business**.

The cover provided by this section will also apply to

a the spouse, civil partner, domestic partner or any children accompanying a director, partner, officer or **employed person** in the course of a business trip or business journey

b the officers, committee and members of amenities and fire, safety and security facilities, that **you** provide for the benefit of **employed persons**, in their respective capacities as such

c **your** personal representative, or the personal representative of any other deceased person entitled to cover.

## Principals liability cover

If a claim is made against any **principal** in circumstances where **you** would have had cover had the claim been made against **you**, at **your** request, **we** will cover the legal liability of the **principal** arising from the performance of **your** work for the **principal**.

**We** will not provide cover beyond the requirements of **your** contract or agreement with the **principal**.

## Product inefficacy cover

**We** will cover the amount of damages which **you** are legally liable to pay in respect of **product inefficacy** occurring during the **period of insurance** within the **policy territories**.

**We** will not pay for the **excess** shown in **your** schedule for Product inefficacy.

The maximum amount **we** will pay in total for all **Product inefficacy cover** during any one **period of insurance** is the public and products liability limit of indemnity shown in **your** schedule and this amount is inclusive of **claim costs**.

## Property in your care cover

The cover provided by this section will apply to the following property whether or not it is in **your** possession or custody or under **your** control at time of the occurrence of loss or damage

1 Premises which are leased, let, rented, hired or lent to **you**

2 Premises including contents where **you** are temporarily carrying out work in connection with the **business**

3 The vehicles or personal effects of **employed persons** or visitors while on **your** premises.

**We** will not provide cover for

a loss of or damage to property

- i owned by **you**
- ii leased, let, rented, hired or lent to **you** or for which **you** otherwise accept responsibility other than where cover is provided under **1**, **2** or **3** above
- iii for which **you** have an agreement to arrange insurance on behalf of the owner, or as if **you** were the owner

b any **contractual liability**

c **clean up costs**.

## Safety legislation costs cover

**We** will cover **safety legislation costs** in respect of any **bodily injury** or **property damage** occurring during the **period of insurance** in circumstances where there is also a claim or potential claim against **you** for damages covered by this section.

**You** must obtain **our** prior consent to legal representation and **we** will only agree to payment on a fee basis agreed by **us**.

If **you** wish to appeal against conviction, **we** will agree to costs and expenses of legal representation if, in the opinion of Counsel (appointed by mutual consent), such an appeal is more likely to succeed than not and the total amount of damages and claimants costs are likely to exceed the total cost of legal representation.

Where **we** have consented to legal representation at court proceedings, **we** will also pay the legal costs of prosecution awarded against **you**, or any person entitled to cover under this section, in connection with the proceedings.

The maximum **we** will pay for **safety legislation costs** and costs awarded against **you**, or any person entitled to cover under this section, in total, as a result of all occurrences during any one **period of insurance**, is £5,000,000.

**We** will not pay

1 fines, penalties or awards of compensation imposed by a criminal court

2 costs and expenses of an appeal against improvement or prohibition notices

3 costs and expenses on indictment for manslaughter, corporate manslaughter, corporate homicide or culpable homicide, other than **safety legislation costs** already incurred

4 costs and expenses of defence where defence costs are available from any other source or insurance

5 costs and expenses of any investigation or prosecution brought other than under the laws of the **policy territories**.

6 fees for intervention raised or payable under any Health and Safety laws or regulations.

## Work inefficacy cover

**We** will cover the amount of damages which **you** are legally liable to pay in respect of **work inefficacy** occurring during the **period of insurance** within the **policy territories** where such liability is assumed by **you** under the terms of any contract or agreement.

**We** will not pay for

1 the **excess** shown in **your** schedule for Work inefficacy

2 **property damage** to **works** where **you** are required to have insurance under the terms of any contract or agreement

3 **property damage** to any property intended for inclusion in the **works**

4 liability arising from **products**

5 liability in respect of any direct or indirect loss arising from a breach of contract or agreement by **you** not related to **property damage** or **bodily injury**.

The maximum amount **we** will pay in total for all **Work inefficacy cover** during any one **period of insurance** is the public and products liability limit of indemnity shown in **your** schedule and this amount is inclusive of **claim costs**.

### Limit of indemnity

1 The public and products liability limit of indemnity shown in **your** schedule is the maximum amount **we** will pay for all damages arising from one **event**.

2 The public and products liability limit of indemnity is also the maximum amount **we** will pay for all damages as a result of all occurrences during any one **period of insurance** caused by or originating from

- **a** release or escape of **pollutants**
- **b** goods or materials sold, supplied, provided or delivered by **you** or on **your** behalf and which are not for use in connection with **works**.

3 The maximum amount **we** will pay for all damages as a result of all occurrences during any one **period of insurance** and arising directly or indirectly in connection with a **terrorist act** is £2,000,000.

4 If **we** cover more than one person, firm, company or organisation, the amount payable by **us** in total, on behalf of all entitled to cover, shall not in any circumstances exceed the limit of indemnity shown in **your** schedule.

5 **We** will pay **claim costs** in addition to the limit of indemnity applicable to the claim or claims, except where

- **a** an action for damages is started or brought in the United States of America or Canada
- **b** **we** state any amount or limit of indemnity is inclusive of **claim costs**.

6 If an action for damages is started or brought in the United States of America or Canada, **we** will not pay more than the limit of indemnity shown in **your** schedule, for the total of all damages and **claim costs** arising from the action.

7 In respect of any claim or claims, **we** may at any time pay the limit of indemnity applicable, after deducting any amounts already paid, or any lesser amount for which a settlement can be made. **We** will not then be liable to make any further payment in respect of the claim or claims. If **we** have agreed to pay **claim costs** in addition to the limit of indemnity, **we** will pay the costs incurred before the date of the claim payment.

## Specific section covers

The following covers only apply if shown as covered in **your** schedule.

### 1 Completed parts damage cover

Where any part of the **works** is in a defective or unsuitable condition after being completed by **you** or on **your** behalf or where responsibility has been handed over, **we** will cover the amount of damages which **you** are legally liable to pay in respect of any resultant **property damage** occurring during the **period of insurance** to other, separate parts of property that are entirely free of such defective or unsuitable condition.

**We** will not pay for

1 the **excess** shown in **your** schedule for Completed parts damage

2 costs incurred in order to rectify, remedy, repair, re-apply, modify, investigate, access or remove the property that is in a defective or unsuitable condition

3 claims arising from **contractual liability**.

The **Damage to works exclusion** under **What is not covered** will not apply to this cover.

The maximum **we** will pay for all damages arising from one **event** will not exceed the public and products liability limit of indemnity shown in **your** schedule.

### 2 Criminal acts by an employed person cover

**We** will cover the amount of damages which **you** are legally liable to pay in respect of **property damage** or **bodily injury** occurring during the **period of insurance** caused by or arising from an act of arson, malicious damage, theft, fraud, dishonesty or embezzlement committed by an **employed person** in connection with the **business**.

Provided that

1 **you** give **us** all information and assistance to enable **us** to take legal action to obtain reimbursement of any property for which **we** have paid or have become liable to pay under this cover

2 on discovering any criminal act which could give rise to a claim under this cover, **you** take all reasonable steps to prevent loss or further loss as quickly as possible.

**We** will not pay for

a the **excess** shown in **your** schedule for Criminal acts by an employed person

b a criminal act by an **employed person** consisting of a **cyber act.**

The maximum **we** will pay for all damages and **claim costs** arising from one **event** will not exceed the public and products liability limit of indemnity shown in **your** schedule.

### 3 Rectification of defective work and products cover

If, following completion of the **works** by **you**, **bodily injury** or **property damage** occurs during the **period of insurance** arising out of defective

1 **products**

2 work

**we** will cover the costs **you** are legally liable to pay to rectify the defective **products** or work.

**We** will not pay for

a the **excess** shown in **your** schedule for Rectification of defective work and products

b costs arising where the only **property damage** is to the **products** or to the work itself

c costs arising where **bodily injury** is sustained by an **employed person**

d liability arising from a defect or error in connection with advice or instructions relating to the design, plan, specification, use or storage of such **products** or any omission from or in connection with such advice or instructions or subsequent losses

e liability arising from any warranty or guarantee which increases **your** liability

f costs, where notice to rectify was first given to **you** or which **you** were first asked or required to carry out, prior to the completion of the contract or agreement in respect of the **products**. This also includes any maintenance or defects liability period attaching to the contract or agreement or any subsequent contract or agreement.

The **Rectification of defects exclusion** under **What is not covered** to this section will not apply to this cover.

The maximum **we** will pay for all damages as a result of all occurrences during any one **period of insurance** will not exceed the public and products liability limit of indemnity shown in **your** schedule.

## ✘ What is not covered

### Aircraft and watercraft exclusion

**We** will not cover claims caused by or arising from **you** owning, possessing or using any

1 type of aircraft or spacecraft

2 watercraft or hovercraft exceeding 8 metres in length that is ordinarily capable of movement by mechanical power and which is under **your** control.

### Airside exclusion

**We** will not cover claims caused by or arising from any work in, or on

1 aircraft

2 airport or airfield runways, manoeuvring areas or aprons, or any other parts of airports or airfields to which aircraft ordinarily have access.

### Asbestos exclusion

Except as otherwise provided by the **Accidental release of asbestos (Claims made) cover**, **we** will not cover claims caused by or arising from

1 inhalation or ingestion of **asbestos**

2 exposure to or fear of the consequences of exposure to **asbestos**

3 the presence of **asbestos** in any property or on land

4 investigating, managing, removing, controlling or remediation of **asbestos**.

### Contractual liability exclusion

**We** will not cover claims

1 for **contractual liability** in connection with any **products**

2 where the terms of any contract or agreement made by **you**, prevent **us** from taking over the full defence or settlement of the claim

3 to pay liquidated damages, or any contractual fines or amounts payable under contractual penalty clauses.

### Cyber and data exclusion

**We** will not cover claims directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with

1 any **cyber act** or **cyber incident** including but not limited to any action taken in controlling, preventing, suppressing or remediating any **cyber act** or **cyber incident**

2 loss of use, reduction in functionality, repair, replacement, restoration, reproduction, loss or theft, distortion, erasure, corruption or alteration of any **data**, including any amount pertaining to the value of such **data**

3 failure of electronic, electromechanical data processing or electronically controlled equipment or **data** to correctly recognise any given date or to process data or to operate properly due to failure to recognise any given date.

This exclusion shall not apply to claims

a for **bodily injury**

b for physical **property damage**

c under the **Data Protection cover** of this section

directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any **cyber act** or **cyber incident**.

### Damage to works exclusion

**We** will not cover claims for loss of or damage to

1 **works**

2 any work, process or other operation that has been completed by **you** or on **your** behalf, or for which responsibility has been handed over, caused by or arising from a defect in or the unsuitability of, any part of that work, process or other operation.

### Defamation and discrimination exclusion

**We** will not cover claims caused by or arising from

1 libel or slander

2 false statement

3 discrimination of any kind.

This exclusion shall not apply to claims under the **Advertising liability cover** of this section.

### Deliberate act exclusion

**We** will not cover claims

1 caused by or arising from any deliberate act, error or omission

   a where the results are intended or expected, or are reasonably foreseeable by **you**

   b by anyone other than **you**, so far as cover is requested for their own liability

2 for **clean up costs** in circumstances where **you** have knowingly

   a deviated from any regulatory notice, order or protection ruling

   b omitted to inspect, maintain or perform necessary repairs to plant or machinery for which **you** are responsible.

### Employee dishonesty exclusion

**We** will not cover any claims directly or indirectly involving dishonesty or fraud committed by **employed persons**.

This exclusion does not apply to **Criminal acts by employed person cover** if shown as insured in **your** schedule.

### Employee injury exclusion

**We** will not cover claims for **bodily injury** sustained by any **employed persons** arising out of and in the course of their employment with **you**.

### Employment dispute exclusion

**We** will not cover claims caused by or arising from a dispute with, or proceedings brought by any person for

1 their existing, past or prospective contract of employment with **you**

2 a breach of employment-related legislation.

### Excess exclusion

The **excess** will apply to each **event** for loss as stated in **your** schedule. In respect of **products**, the **excess** will apply to each **event** during each **period of insurance** that loss occurs as a result of the **event**.

### Foreign manual work exclusion

**We** will not cover claims caused by or arising from manual work undertaken by **you** or on **your** behalf outside the **policy territories**, except where temporary work is undertaken within the European Union, by persons resident within the **policy territories**, for up to 180 days in total, during any one **period of insurance**.

### Fungal pathogens exclusion

**We** will not cover claims caused by or arising directly or indirectly from any **fungal pathogens**.

### Hazardous locations exclusion

**We** will not cover claims caused by or arising from any work on or in

1 rivers, reservoirs, canals, docks, harbours, quays, wharves, piers or jetties

2 chemical or petrochemical works, oil or gas refineries or fuel storage facilities

3 collieries, mines or quarries

4 nuclear installations or power stations.

5 towers, steeples, chimney shafts, blast furnaces, viaducts, bridges, flyovers, dams or motorways.

### Intellectual property exclusion

**We** will not cover claims caused by or arising from passing off or infringement of trade name, registered design, unregistered design, copyright or patent right.

This exclusion shall not apply to claims under the **Advertising liability cover** of this section.

### North America exclusion

**We** will not cover claims caused by or arising from

1 any **products**, which to **your** knowledge, are for export, either directly or indirectly to the United States of America or Canada

2 work, process or other operation in the United States of America or Canada

3 pollution or contamination of the atmosphere, land or water or any buildings or structure, or any environmental damage or impairment in the United States of America or Canada.

### Offshore exclusion

**We** will not cover claims caused by or arising from any work **offshore**.

### Overseas establishment exclusion

**We** will not cover claims caused by or arising from any

1 associated or subsidiary company of **yours**

2 of **your** branch offices

3 representative of **yours** with power of attorney

registered, having premises or resident outside the **policy territories**.

### Professional duty exclusion

**We** will not cover claims caused by or arising from any breach of professional duty in relation to

1 advice, instruction, consultancy, design, formula, specification, inspection, survey, valuation, certification, or testing undertaken or given for a fee

2 inspection or certification of electrical systems or installations unless such systems or installations were installed, maintained or repaired by **you**

3 planning, project management or supervision of works where **you** are engaged to act in such a capacity, either for a specific fee or under an agreement separate from that to execute the **works**.

### Punitive damages exclusion

**We** will not cover claims to pay any award of punitive, exemplary or aggravated damages or additional damages resulting from the multiplication of compensatory damages, by a court of law outside the **policy territories**.

### Radioactive contamination exclusion

**We** will not cover any claims caused by or arising from any type of nuclear radiation, nuclear material, nuclear waste, nuclear reaction or radioactive contamination.

### Railways exclusion

**We** will not cover claims caused by or arising from work

1 in, on or in connection with railway signals or railway signal boxes

2 under or over any railway track or lines

3 in, on or in connection with railway tunnels or on bridges

4 within 5 metres of any track or lines other than work on platforms

5 on platforms within 2 metres of the platform edge

6 involving the use or application of angle grinders or electric, oxy-acetylene or other welding or cutting equipment.

### Rectification of defects exclusion

**We** will not cover claims to rectify, remedy, repair, replace, re-apply, modify, investigate, access or remove defective or unsuitable work, process or other operations, or to make any refund.

### Road Traffic Act exclusion

**We** will not cover claims caused by or arising from the ownership, possession or use by **you** or on **your** behalf of any motor vehicle, trailer or mobile plant in circumstances where compulsory insurance or security is required by Road Traffic Legislation or where cover is provided (or would be provided but for breach of the terms of cover) by another insurance.

### War risk exclusion

**We** will not cover claims caused by or arising from war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power or confiscation or nationalisation or requisition, or loss of or damage to property by or under the order of any government or public or local authority.

## Section conditions

These conditions of cover apply only to this section.

**You** must comply with the following conditions to have the full protection of **your policy**.

Some conditions specify circumstances whereby non-compliance will mean that **you** will not receive payment for a claim. However **you** will be covered and **we** will pay **your** claim if **you** are able to prove that the non-compliance with these conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

### Burning of debris condition

The following precautions must be complied with each time that **you**, an **employed person** or authorised person acting on **your** behalf undertake the burning of debris in connection with the **business** on a site where **you** are working anywhere in the **policy territories**.

1 The debris to be burnt must be located in a clear area on the site where **you** are working and at a distance of 15 metres from any buildings and property.

2 The site where the debris is being burnt must not be left unattended at any time.

3 A suitable fire extinguisher to be kept available at the site of the burning of the debris for immediate use.

4 The burning debris must be extinguished at least 60 minutes prior to leaving the site at the end of each working day.

If **you** do not comply with this condition, **you** will not be covered and **we** will not pay **your** claim.

### Flammable condition

Each time any work involving a glue or solvent with a flashpoint below 23 degrees centigrade is used away from **your premises**, **you** must ensure that

1 no smoking is permitted in the work area

2 no hot work is permitted in the work area

3 the work area is checked by **you** or an **employed person** or authorised person acting on **your** behalf and all naked flames extinguished prior to work commencing

4 adequate ventilation is maintained in the work area.

If **you** do not comply with this condition, **you** will not be covered and **we** will not pay **your** claim.

### Hot work precautions condition

The following precautions must be complied with each time that **hot work** is undertaken away from **your** premises

1 the area where the work is to be completed must be cleared of all combustibles

2 combustible floors and other combustible property which cannot be moved must be protected by non-combustible material and where welding, cutting or grinding equipment is being used, this must extend to at least 6 metres from or beneath the work area

3 where there is a danger of ignition either directly or by conduction of heat, through any partitions or walls, the area on the other side must be inspected and combustible material removed

4 at least one fire extinguisher, of a type suitable for the use required, must be kept adjacent to the work or task and ready for immediate use

5 no heat- producing equipment must be left out of view of its operator or firewatcher whilst lighted or powered or whilst hot

6 a thorough safety check for signs of fire or combustion around, above or below the work area must be made at regular intervals, for at least 30 minutes after each period of work is completed.

If **you** do not comply with this condition, **you** will not be covered and **we** will not pay **your** claim.

### Legionella precautions condition

If **you** own or are responsible for water systems, water installations or cooling systems, a written risk assessment must be undertaken and controls put in place to prevent the growth of biological agents that may cause disease or illness.

If **you** do not comply with this condition, **you** will not be covered and **we** will not pay **your** claim.

### Plant hire condition

If any items of mechanical plant or equipment are hired out by **you** to customers, **you** must do so under the general form of conditions for the hiring of plant recommended by the Contractors Plant Association (CPA), Hire Association Europe (HAE) or other form of conditions agreed by **us** in writing.

If **you** do not comply with this condition, **you** will not be covered and **we** will not pay **your** claim.

### Premium adjustment condition

If the estimates shown in **your** schedule are marked as adjustable, then **you** must, at **our** request, tell **us** the actual figures on the expiry of the **period of insurance** so that the final premium can be calculated using the agreed rates. If the adjusted premium is less than the estimated premium, **we** will not return more than 25% of the original premium.

If the estimates shown in **your** schedule are marked as index linked, the renewal premium for each **period of insurance** will be calculated on an adjusted amount in line with suitable indices of costs.

### Sub-contractors (works) condition

If **you** appoint any sub-contractor (other than an **employed person**) to carry out **works**, **you** must take reasonable steps to obtain confirmation from the sub-contractor, prior to starting work, that they have insurance in force throughout the period of their involvement in the **works**.

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

1 Employers liability insurance in the name of the sub-contractor, covering liability to employees in accordance with any law relating to compulsory insurance

2 Public liability insurance covering the legal liability of the sub-contractor, to anyone who is not one of their employees and which

- **a** has a limit of indemnity not less than the limit of indemnity shown in **your** schedule, or any other amount agreed by **us** in writing
- **b** includes a clause providing benefit of cover to **you** in similar terms to the **Principals liability cover** provided by this section
- **c** covers the type of work carried out by the sub-contractor in connection with **works**.

If **you** appoint any sub-contractor (other than an **employed person**) to carry out **works** in an emergency that leaves insufficient time to obtain all written evidence as required by this condition, **we** will not enforce the condition, so long as **you** obtain verbal confirmation from the sub-contractor, prior to starting work, that insurance in accordance with **1** and **2** above is in force and **you**

- **i** subsequently exchange correspondence confirming this
- **ii** retain the correspondence for inspection by **us** if a claim arises for which the sub-contractor may have a responsibility.

If **you** do not comply with this condition, **you** will not be covered and **we** will not pay **your** claim.

### Suspension of cover condition

**We** may, at any reasonable time, inspect any premises or site and, in the event of any defect or danger being apparent, **we** may, by written notice to **you**, suspend **our** liability that may arise from that defect or danger.

### Underground services condition

The following precautions must be complied with before the start of any ground work involving digging, drilling, boring, excavation or earth-moving operations

1 written confirmation of the location and plan position of all existing **underground services** must be ascertained by enquiry to the owner or relevant authority responsible for the underground services

2 the location and plan position of **underground services** must be given to the persons employed or any contractor carrying out the ground work

3 the area of the ground work must be investigated using remote electrical devices to establish the actual position of **underground services**

4 a work method must be adopted which minimises the risk of **property damage** to **underground services**

5 a full written record of the enquiries and measures taken to locate **underground services** and to minimise the risk of loss or damage must be retained for inspection by **us** if a claim arises.

If **you** do not comply with this condition, **you** will not be covered and **we** will not pay **your** claim.

# Financial loss section

**Contents of this section**


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**Your** schedule will show if this section is covered.

## Meanings of defined terms

These meanings apply within this section. They will be highlighted in bold blue print and will have the same meaning, whether shown in the singular or plural. These are in addition to the defined terms that can be found within the **Meanings of defined terms section** of **your policy**.

### Asbestos

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

### Bodily injury

Death, bodily injury, illness or disease.

### Claim costs

Costs and expenses

1 of any claimant which **you** become legally liable to pay

2 incurred with **our** prior written consent, to investigate or defend a claim against **you** including solicitors fees at

- **a** any coroner's inquest or fatal accident inquiry
- **b** summary court proceedings.

### Computer system

Any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet or 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.

### Contractual liability

Legal liability assumed by **you** under the express terms of any contract or agreement that restrict **your** right of recovery, or increase **your** liability at law beyond that applicable in the absence of those terms.

### Cyber act

An unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **computer system**.

### Cyber incident

1 Any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **computer system**

2 Any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **computer system**.

### Data

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**.

### Event

Claim or series of claims against **you** as a result of or attributable to a single source or the same original, repeated or continuing cause.

### Financial loss

Loss of a purely monetary nature (but not loss as a direct consequence of **bodily injury**, **personal injury** or **property damage**) that **you** have caused to someone else arising out of a defect in or the unsuitability of **works**.

### Offshore

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

### Personal injury

Personal injury or infringement of a person's legal right other than

1 **bodily injury**

2 a right arising from title to or an interest in property.

### Property damage

Loss of or damage to property that **you** do not own or possess and is not in **your** custody or under **your** control.

### Works

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

## ✓ What is covered

**We** will cover the amount of damages which **you** are legally liable to pay in respect of a claim for **financial loss**, which is first made against **you** during the **period of insurance** in connection with the **business**, so long as **we** are notified during the same **period of insurance** or within 7 days after expiry.

### Automatic acquisitions cover

**We** will automatically cover any newly acquired or newly formed subsidiary company of **yours** from the date of its acquisition or creation.

**We** will not provide cover unless

1 the business of the new company is of a similar nature to **yours** and falls within the business description shown in **your** schedule

2 the new company is domiciled within the **policy territories**

3 the estimated turnover of the new company at the time of acquisition or formation is less than 25% of **your** estimated turnover

4 **you** provide **us** with the necessary underwriting information to fulfil **your** duty of fair presentation of risk within 30 days of the acquisition or formation of the new company

5 **you** accept **our** terms and pay the additional premium required for the inclusion of the new company under this **policy**.

### Claim costs cover

**We** will **cover claim** costs in connection with a claim for which an award of damages is paid or may be payable under this section, but **we** will not pay **claim costs** for any part of a claim not covered by this section.

### Notification of circumstances cover

Any circumstances notified in accordance with the **Claims notification condition** within the **Policy conditions** where a claim is made against **you** after the expiry of the **period of insurance**, will be considered as a claim first made against **you** during the **period of insurance** when **you** first told **us** of the circumstances.

### Limit of indemnity

1 The maximum amount **we** will pay for the total of all damages and **claim costs**, for all claims made against **you** during any one **period of insurance**, is the limit of indemnity shown in **your** schedule

2 In respect of any claim or claims, **we** may at any time pay the limit of indemnity, after deducting any amounts already paid, or any lesser amount for which a settlement can be made. **We** will not then be liable to make any further payment in respect of the claim or claims.

## ✘ What is not covered

### Airside exclusion

**We** will not cover claims caused by or arising from any work in, or on

1 aircraft

2 airport or airfield runways, manoeuvring areas or aprons, or any other parts of airports or airfields to which aircraft ordinarily have access.

### Asbestos exclusion

**We** will not cover claims caused by or arising from

1 inhalation or ingestion of **asbestos**

2 exposure to or fear of the consequences of exposure to **asbestos**

3 the presence of **asbestos** in any property or on land

4 investigating, managing, removing, controlling or remediation of **asbestos**.

### Contractual liability exclusion

**We** will not cover claims

1 for **contractual liability**

2 where the terms of any contract or agreement made by **you**, prevent **us** from taking over the full defence or settlement of any claim

3 to pay liquidated damages, or any contractual fines or amounts payable under contractual penalty clauses.

### Cyber and data exclusion

**We** will not cover claims directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with

1 any **cyber act** or **cyber incident** including but not limited to any action taken in controlling, preventing, suppressing or remediating any **cyber act** or **cyber incident**

2 loss of use, reduction in functionality, repair, replacement, restoration, reproduction, loss or theft, distortion, erasure, corruption or alteration of any **data**, including any amount pertaining to the value of such **data**

3 failure of electronic, electromechanical data processing or electronically controlled equipment or **data** to correctly recognise any given date or to process data or to operate properly due to failure to recognise any given date.

### Defamation and discrimination exclusion

**We** will not cover claims caused by or arising from

1 libel or slander
2 false statement
3 discrimination of any kind.

### Deliberate act exclusion

**We** will not cover claims caused by or arising from any deliberate act, error or omission on **your** part for which the results are intended or expected, or are reasonably foreseeable by **you**.

### Excess exclusion

The **excess** shown in **your** schedule will apply to each **event**.

### Foreign manual work exclusion

**We** will not cover claims caused by or arising from manual work undertaken by **you** or on **your** behalf outside the **policy territories**, except where temporary work is undertaken within the European Union, by persons ordinarily resident within the **policy territories**, for up to 180 days in total, during any one **period of insurance**.

### Intellectual property exclusion

**We** will not cover claims caused by or arising from passing off or infringement of trade name, registered design, unregistered design, copyright or patent right.

### Non-performance exclusion

**We** will not cover claims caused by or arising from

1 non-performance or non-completion of **works** or for any delay
2 financial default or insolvency.

### Offshore exclusion

**We** will not cover claims caused by or arising from **works offshore**.

### Overseas establishment exclusion

**We** will not cover claims caused by or arising from any

1 associated or subsidiary company of **yours**
2 of **your** branch offices
3 representative of **yours** with power of attorney

registered, having premises or resident outside the **policy territories**.

### Personal data exclusion

**We** will not cover claims caused by or arising from the holding of personal data or as a result of any loss, misuse or unauthorised disclosure of personal data held by **you** or on **your** behalf.

### Pollution exclusion

**We** will not cover claims caused by or arising from pollution or contamination of the atmosphere, land or water or any buildings or structure or any environmental damage or harm.

### Prior claims exclusion

**We** will not cover claims caused by or arising from circumstances known to **you**, or of which **you** should have been aware, prior to the start of this section of the **policy**.

### Professional duty exclusion

**We** will not cover claims caused by or arising from any breach of professional duty in relation to

1 advice, instruction, consultancy, design, formula, specification, survey, valuation or testing undertaken or given for a fee
2 inspection or certification of electrical systems or installations unless such systems or installations were installed, maintained or repaired by **you**
3 planning, project management or supervision of **works** where **you** are engaged to act in such a capacity, either for a specific fee or under an agreement separate from that to execute the **works**.

### Punitive damages exclusion

**We** will not cover claims to pay any award of punitive, exemplary or aggravated damages or additional damages resulting from the multiplication of compensatory damages, by a court of law outside the **policy territories**.

### Radioactive contamination exclusion

**We** will not cover any claims caused by or arising from any type of nuclear radiation, nuclear material, nuclear waste, nuclear reaction or radioactive contamination.

### Rectification of defects exclusion

**We** will not cover claims to rectify, remedy, repair, replace, re-apply, modify, investigate, access or remove defective or unsuitable work, process or other operations, or to make any refund.

### War risk exclusion

**We** will not cover claims caused by or arising from war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power or confiscation or nationalisation or requisition, or any loss by any action of or under the order of any government or public or local authority.

## Section condition

This condition of cover applies only to this section. **You** must comply with this condition to have the full protection of **your policy**.

Some conditions specify circumstances whereby non-compliance will mean that **you** will not receive payment for a claim. However, **you** will be covered and **we** will pay **your** claim if **you** are able to prove that the non-compliance with these conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

### Premium adjustment condition

If the estimates shown in **your** schedule are marked as adjustable, then **you** must, at **our** request, tell **us** the actual figures on the expiry of the **period of insurance** so that the final premium can be calculated using the agreed rates.

If the adjusted premium is less than the estimated premium, **we** will not return more than 25% of the original premium.

If the estimates shown in **your** schedule are marked as index linked, the renewal premium for each **period of insurance** will be calculated on an adjusted amount in line with suitable indices of costs.

# Professional indemnity section

**Contents of this section**


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## Important information about the cover provided by this section

The cover provided by this section operates on a claims-made basis. This means that **we** will only provide cover for **claims** or **claim circumstances** made against **you** and notified to **us** during the **period of insurance**. **We** will not cover any **claim** or **claim circumstance** arising from an act, error or omission that occurred before the **retroactive date**.

Conditions apply regarding when **you** must tell **us** about **claims** or **claim circumstances** and these can be found below. **You** should read these carefully.

## Meanings of defined terms

These meanings apply within this section. They will be highlighted in bold blue print and will have the same meaning, whether shown in the singular or plural. These are in addition to the defined terms that can be found within the **Meanings of defined terms section** of **your policy**.

### Asbestos

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

### Asbestos survey

A management survey or a refurbishment or demolition survey, as described in HSG264 published by the Health and Safety Executive in connection with Regulation 4 of the Control of Asbestos Regulations 2006, or any comparable survey or inspection, whether of commercial or residential land or property.

### Claim(s)

Any verbal or written demand, notice or communication from a third party

1 making an assertion for legal remedy or any other form of compensation or remedy

2 containing reference to, or serving notice of, intent to start legal proceedings

3 invoking any pre-action protocol as set under the Civil Procedure Rules and/or

4 referring to arbitration, adjudication or complaint proceedings.

### Claim circumstance(s)

Any incident, occurrence, fact, matter or act that **you** become aware of that might reasonably give rise to a **claim**.

### Collateral warranty

Any written agreement that creates a duty of care between **you** and any party that is not **your** direct client or customer.

### Computer system

Any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet or 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.

### Criminal prosecution defence costs

Costs and expenses that **you** incur with **our** prior written consent to defend any criminal proceeding first made against **you** and notified to **us** during the **period of insurance** arising from the conduct of **your professional business**.

### Cyber act

An unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof, involving access to, processing of, use of or operation of any **computer system**.

### Data

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**.

### Data protection law

Any applicable data protection and privacy legislation or regulations in any country, province, state, territory or jurisdiction which govern the use, confidentiality, integrity, security and protection of personal data or any guidance or codes of practice relating to personal data issued by any data protection regulator or authority from time to time (all as amended, updated or re-enacted from time to time).

### Defence costs

All costs and expenses incurred by **us** or by **you** with **our** prior written permission relating to the investigation, defence or settlement of any **claim** against **you**, which **your policy** covers.

This does not include profit, costs or remuneration or expenses paid or due to **you**.

### Documents

Any documents or information that are **your** property or are looked after by or deposited with **you** in the ordinary course of **your professional business** and for which **you** are responsible. This does not include bearer bonds, coupons, stamps, bank or currency notes or negotiable instruments.

### Employee(s)

1 Any person working for **you** under a contract of service with **you** or

2 Any person working for **you** in connection with the **professional business**

- **a** who is hired or lent to **you**
- **b** who is self-employed
- **c** on a voluntary basis

and who is under **your** control or supervision.

### Environmental audit

An investigation specifically intended to identify, locate or treat **pollution**.

### Excess

The amount stated in **your** schedule, being the first amount of **loss** for which **you** are responsible.

### Extended liability

Legal liability assumed by **you** under the express or implied terms of any contract or agreement that restrict **your** right of recovery, or increase **your** liability at law beyond that applicable in the absence of those terms.

### Injury

Any death, illness, disease or sickness or any bodily, mental, psychological or emotional injury, distress or shock.

### Limit of indemnity

The amount shown in **your** schedule as the limit of indemnity.

### Loss

The amount that **you** are legally liable to pay due to a **claim**, including awards of damages, awards of claimant costs and amounts that are pursuant to settlements, but not including **defence costs**.

### Pollutant

Any solid, liquid or gaseous pollutant, contaminant or irritant substance or any biological agent that is a danger to human health, but not including **asbestos**.

### Pollution

Actual, alleged or threatened discharge, seepage, treatment, removal, disposal, dispersal, emission, release or escape of any **pollutant** or any regulatory order, direction or request to test for, monitor, remove, contain, treat, detoxify or neutralise any **pollutant**.

### Professional business

Performance by **you** or on **your** behalf of the following activities in relation to any electrical, mechanical, security, fire detection or fire suppression system or installation, provided such activities are undertaken by or under the supervision of a **qualified professional**

1 design or specification
2 supervision or inspection
3 feasibility study or other scientific study
4 calculation or provision of technical information
5 surveying or quantity surveying
6 materials measurement, testing and certification
7 testing and commissioning
8 safety management
9 other related consultancy or provision of advice
10 co-ordination and integration of design
11 quality control
12 training.

### Qualified professional

Properly qualified architect, engineer or surveyor, or any person with a minimum of five years relevant practical experience of that professional activity.

### Retroactive date

1 Where no previous Professional indemnity cover has been in force, the first inception date of cover for this section under **your policy** which has been continuously renewed with no break in cover
2 Where Professional indemnity cover has previously been in force and has been continuously renewed with no break in cover and where the period of cover under **your policy** is a continuation of that previous cover, the first inception date of the previous Professional indemnity cover.

### Subsidiary

A company that **you** either directly or indirectly control through

1 holding a majority of the voting rights
2 the right to appoint or remove a majority of its board of directors and/or
3 sole control of, pursuant to a written agreement with other shareholders, a majority of that company's voting rights.

### Terrorist act

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

### Virus or similar mechanism

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

### You/your/yours

1 The person, firm, company or organisation shown in your schedule as the insured.

2 Any person, firm, company or organisation shown in your schedule as an additional insured.

3 Any predecessor in business to any firm, company or organisation that has been disclosed to **us**.

4 Any person who is or has been or who becomes a director, partner, member, principal or **employee** of any firm, company or organisation referred to in **1**, **2** or **3** above and only for work undertaken for or on behalf of any such firm, company or organisation.

5 Any retired partner, retired director or retired member of the firm, company or organisation shown in your schedule as the insured and who remains as a consultant to any person, firm, company or organisation shown in your schedule as the insured.

6 The estate, heirs, executors, legal or personal representatives of any person referred to in **1**, **2**, **3**, **4** or **5** above in the event of their death or incapacity.

## ✓ What is covered

**We** will cover **you** for any **claim** and **defence costs** that arise from the conduct of **your professional business**, where the **claim** is first made against **you** and notified to **us** during the **period of insurance**, arising from

1 a breach of **your** professional duty

2 negligent misstatement or misrepresentation

3 unintentional libel, slander or defamation

4 unintentional breach of or misuse of confidentiality or any right to privacy

5 unintentional infringement of intellectual property rights including any act of passing-off (but not breach of patent)

6 any liability **you** incur as a result of a decision by an adjudicator appointed to resolve a dispute under the Scheme for Construction Contracts as contained in the Housing Grants Construction and Regeneration Act 1996, or an adjudication clause contained in a contract, or

7 any other civil liability that **you** incur.

The most **we** will pay for **loss** resulting from each **claim** is the **limit of indemnity**.

**We** will pay **defence costs** in addition to the **loss**. If the amount of **loss** exceeds the **limit of indemnity**, the most **we** will pay for **defence costs** will be an amount in the same proportion that the **limit of indemnity** has to the **loss**.

### Asbestos cover

**We** will cover **you** for any **claim** or **claim circumstance** arising directly or indirectly from the actual or possible dispersal or presence of asbestos, we will only pay the costs of

1 rectification

2 redemption

3 decrease in value

caused by that actual or possible dispersal or presence of **asbestos** and only where that **claim** or **claim circumstance** arises from **your** negligent act, negligent error or negligent omission. Where that **claim** relates to a decrease in value, **we** will only cover the decrease that arises from a survey that **you** performed and where that survey was not an **asbestos survey**.

The most **we** will pay for all **claims** and **defence costs** arising directly or indirectly from **asbestos** in any one **period of insurance** is £250,000.

### Collateral warranties cover

**We** will cover **you** for any **claim** and **defence costs** arising from **your** performance of obligations agreed by **you** under a **collateral warranty**, provided that

1 the **claim** arises from the performance of **your professional business** and was first made against **you** and notified to **us** during the **period of insurance**

2 the benefit of such **collateral warranty** is no greater and/or longer lasting than that in the original contract to which the **collateral warranty** relates.

The most **we** will pay under this cover is the **limit of indemnity**.

### Court attendance costs cover

In the event that any of **your** directors, partners, members, principals or **employees** are required to attend court, mediation or arbitration in connection with a **claim** that is covered by this section, provided that **we** have first given **our** written consent, **we** will pay compensation to **you** at £500 per day or part of day for each person required to attend.

The most **we** will pay under this cover during any one **period of insurance** is £15,000. This is in addition to the **limit of indemnity**.

No **excess** will apply to this cover.

### Criminal prosecutions defence costs cover

**We** will pay for **criminal prosecution defence costs** but only where, in **our** reasonable opinion, defending the criminal proceeding could protect **you** against a **claim** or potential **claim** that would be covered by this section.

For any subsequent or concurrent civil action arising out of that criminal offence, notification of that action will be deemed to be notification of a **claim** or **claim circumstance**.

The most **we** will pay for all **criminal prosecution defence costs** in any one **period of insurance** is £250,000 or the **limit of indemnity**, whichever is the lower. This is part of and not in addition to the **limit of indemnity**.

### Dishonesty and fraud cover

**We** will cover **you** for any **claim** and **defence costs** arising from the conduct of **your professional business**, first made against **you** and notified to **us** during the **period of insurance**, for any civil liability including liability for claimant's costs and expenses arising from dishonest or fraudulent acts or omissions by any of **your employees** who are not a principal, partner, member or director.

In the case of any **claim** arising from any dishonest or fraudulent act or omission

1 no person committing or condoning dishonest or fraudulent acts or omissions shall be entitled to cover

2 **we** will not cover dishonest or fraudulent acts or omissions committed by any person after **you** discover, or have reasonable cause for suspicion of dishonesty or fraud on the part of that person

3 in the event of the alleged fraudulent and/or dishonest party making an admission of guilt or being found guilty of that fraud and/or dishonesty, **we** will seek a full refund of any amounts paid by **us** under this section from that fraudulent party.

Any dishonesty or fraud committed by two or more **employees** who were acting together will be regarded as one **claim**.

The most **we** will pay for **loss** resulting from each **claim** that arises out of that dishonest or fraudulent act or omission is the **limit of indemnity**.

**We** will pay **defence costs** in addition to **loss** that arises out of that dishonest or fraudulent act or omission. If that **loss** amount exceeds the **limit of indemnity**, the most **we** will pay for **defence costs** will be an amount in the same proportion that the **limit of indemnity** has to the **loss** amount.

### Formal investigation costs cover

**We** will pay costs and expenses that **you** incur with **our** prior written approval at a properly constituted hearing, tribunal or proceeding that is covered under this section, but that are

not included under the meaning of **defence costs**, provided that the hearing, tribunal or proceeding

1 is first instigated against **you** and notified by **you** to **us** during the **period of insurance**, and

2 arises from the conduct of **your professional business**.

The most **we** will pay under this cover during any one **period of insurance** is £25,000. This is in addition to the **limit of indemnity**.

### Joint ventures cover

**We** will cover **you** for any **claim** and **defence costs** that arise from the conduct of **your professional business**, where the **claim** is first made against **you** and notified to **us** during the **period of insurance**, arising from a civil liability that **you** may become legally liable to pay and that arises whilst **you** are a member of a joint venture or consortium.

The most **we** will pay under this cover is the **limit of indemnity**.

### Loss of documents cover

**We** will cover **you** for any **claim** and **defence costs** that arise from the conduct of **your professional business**, where the **claim** is first made against **you** and notified to **us** during the **period of insurance**, arising from the destruction, loss or damage of any **documents**.

**We** will pay reasonable costs and expenses for replacing or restoring **your** own **documents** that have been destroyed, lost or damaged in the conduct of **your professional business** provided that the destruction, loss or damage is discovered by **you** and notified to **us** during the **period of insurance**.

**We** will not pay for **your** own **documents** that are stored on a computer system or in any other magnetic or electronic form unless those **documents** are duplicated on at least a daily basis, with the intention that the duplicate can be used to restore the **documents** in the event of loss or damage.

The most **we** will pay under this cover is the **limit of indemnity**.

An **excess** of £500 (or the amount shown in **your** schedule if that is lower) will apply to each and every **claim** for loss, destruction or damage of **documents**.

### Misconduct investigation costs cover

**We** will pay on **your** behalf the reasonable and necessary legal fees and related professional charges **you** incur during **your** representation at an investigative inquiry into **your** conduct of **your professional business**, provided that

1 the inquiry is first instituted during the **period of insurance**

2 the inquiry is conducted entirely outside the USA or Canada

3 the inquiry is conducted by a regulatory or professional body that have powers to investigate **you**

4 **you** have been notified in writing by the regulatory or professional body that it is looking into whether or not **you** are culpable of misconduct

5 **your** attendance is required by the regulatory or professional body that instituted the inquiry, and

6 **you** have first obtained **our** written permission to incur those fees or charges.

The most **we** will pay for all such legal fees and related professional charges in any one **period of insurance** is £50,000. This is part of and not in addition to the **limit of indemnity**.

### Mitigation costs cover

**We** will cover **you** for reasonable costs and expenses that **you** incur for any reasonable action **you** take to mitigate a **loss** or potential **loss** that would otherwise be the subject of a **claim** under this section, provided always that

1 **you** obtain **our** prior written consent before incurring these costs and expenses, and

2 **you** prove to **our** satisfaction that the amount of the costs and expenses to be incurred are less than any likely award of damages arising from the same potential **claim**, and

3 if a **claim** still arises from the same **loss** or potential **loss** then the amount paid under

this section will be deducted from the **limit of indemnity** for that subsequent **claim**.

The most **we** will pay under this cover is the **limit of indemnity**.

### Pollution cover

For any **claim** or **claim circumstance** that arises directly or indirectly from **pollution**, **we** will only pay the costs of re-designing, re-specifying, remedying or rectifying a structure and will only pay where that **pollution**

1 arises from **your** negligent design, negligent specification or failure to report a structural defect and

2 does not result directly or indirectly from any **environmental audit** carried out by **you**.

The most **we** will pay for all **claims** and **defence costs** arising directly or indirectly from **pollution** in any one **period of insurance** is the **limit of indemnity**. For the purposes of this cover, **defence costs** are part of and not in addition to the **limit of indemnity**.

### Subsidiary creation and acquisition cover

If, during the **period of insurance**, **you**

1 acquire securities or voting rights in another organisation or create another organisation which, as a result of that acquisition or creation, becomes a **subsidiary** of **yours**, or

2 acquire any organisation by merger or consolidation

then that acquired or created organisation will automatically be insured under this section with effect from the date of the acquisition or creation, but only with respect to the performance of **your professional business** performed after the acquisition or creation was completed.

However, if the acquired or created organisation

1 has annual fee income or turnover, which is greater than 10% of the annual fee income **you** last declared to **us** prior to the **period of insurance**

2 has assets in the USA or Canada

3 provides advice or services as part of activities which are not activities described in the definition of the **professional business**

4 has ever been fined an amount of £10,000 or more or has ever been found guilty of an offence by its regulator, or

5 has ever, with regard to any given 12 month period, incurred (through judgment or settlement) total losses equalling or exceeding £100,000 or 10% of the **limit of indemnity** (whichever is less) on account of **claims** made against it in that period,

**you** will give **us** written notice of that acquisition or creation as soon as possible and also provide any additional information **we** may reasonably require. **We** will have the right to amend the terms of this **policy** including but not limited to charging an additional premium. If **you** fail to give **us** written notice of the acquisition or creation then **we** will have the right to refuse to pay any **claim** or **claim circumstance** that arises directly or indirectly in connection with that acquired or created organisation.

## Defence and settlement of claims

All **claims** that come from the same act, error or omission or series of acts, errors or omissions, as a result of, or arising directly or indirectly from the same source or original cause, will be regarded as one **claim**.

If **we** cover more than one person, firm, company or organisation, **our** liability to all, as a result of one **claim**, will not be more than the **limit of indemnity**.

**We** may at any time pay the **limit of indemnity** or relevant sub-limit. **We** will then have no further liability for that **claim** or **defence costs** except those already incurred at the date of payment of the **limit of indemnity** or sub-limit.

If a **claim** has some elements that are covered by this section as well as some elements that are not covered by this section, any **defence costs** or settlements due will be allocated between **you** and **us** on a fair and reasonable basis taking into account the relative legal and financial exposures of the **claim**.

**We** have the right, but not the obligation, to take control of any **claim** and conduct the investigation, settlement or defence in **your** name. After taking into account the commercial considerations of the costs of defence, **we** may choose to settle a **claim** instead of defending it.

If **we** feel it is necessary, **we** will appoint **our** adjuster, solicitor or other appropriate person to deal with a **claim**. If **you** ask **us**, **we** may agree to appoint **your** solicitor, but only if **we** are satisfied that **your** solicitor has the necessary expertise to undertake this work, only on a similar fee basis as **our** solicitor and only for work done with **our** prior written approval.

If **you** disagree with **our** proposed course of action for any legal proceedings (whether defence or prosecution), then **you** may refer the matter to a King's Counsel of the English Bar to be mutually agreed between **you** and **us**. If **you** and **we** cannot agree on the King's Counsel to be appointed, then the King's Counsel will be appointed by the current Chairman of the English Bar or their representative. The King's Counsel's decision on how the legal proceedings should be handled shall be binding on **you** and **us**. In resolving this dispute, the King's Counsel will have consideration for the interests of **you** and **us**. The costs of this exercise will be allocated by the agreed or appointed party on a fair and equitable basis.

## ✗ What is not covered

### Adjudication exclusion

**We** will not cover

1 any decision made against **you** by an adjudicator who was not independent of the parties to the dispute

2 any **claim** arising out of or related to any adjudication arising from an adjudication clause in a contract that contains timetable provisions for adjudication that are more onerous to **you** than those contained in the Scheme for Construction Contracts referred to in the Housing Grants Construction and Regeneration Act 1996.

### Asbestos exclusion

**We** will not cover any **claim** directly or indirectly involving **asbestos** or allegations or concerns relating to **asbestos** other than as stated in the **Asbestos cover** of this section.

### Associated persons or entities exclusion

**We** will not cover any **claim** brought by

1 a firm, company or organisation with a financial interest in **you**

2 a firm, company or organisation in which any of **your** partners, directors or principals have a controlling interest

3 any firm, company, organisation or individual who falls within the definition of **you**

unless the **claim** originates from a source independent of that firm, organisation or individual.

### Contractual liability exclusion

**We** will not cover **extended liability** other than as stated in the **Collateral warranties cover** of this section.

However, in respect of any liability **you** incur under a **collateral warranty**, **we** will not cover any **claim** that arises from

1 any guarantee or warrant of fitness for purpose, satisfaction of performance specification or period of project works

2 any financial penalty or liquidated damages.

**We** will not cover any **claim** arising from the acceptance or guarantee by **you** of any fitness for purpose obligation whether this appears as an express term or is an implied term of any contract.

### Cyber and data protection law exclusion

1 **We** will not cover any **claim**, loss, damage, liability costs, expenses, fines, penalties, mitigation costs or any other amount directly caused by, directly resulting from or directly arising out of

   a a **cyber act**

   b any partial or total unavailability or failure of any **computer system**

   where the **computer system** is owned or controlled by **you** or any party acting on **your** behalf, or

   c the receipt or transmission of malware, malicious code or similar by **you** or any party acting on **your** behalf.

2 **We** will not cover any **claim**, loss, damage, liability costs, expenses, fines, penalties, mitigation costs or any other amount directly or indirectly caused by, directly or indirectly resulting from or directly or indirectly arising out of any failure or interruption of service provided

   a to **you** or any party acting on **your** behalf by an internet service provider, telecommunications provider or cloud provider but not including the hosting of hardware and software owned by **you**

   b by any utility provider, but only where such failure or interruption of service impacts a **computer system** owned or controlled by **you** or any party acting on **your** behalf.

3 **We** will not cover any **claim**, loss, damage, liability costs, expenses, fines, penalties, mitigation costs or any other amount for actual or alleged breach of **data protection law** by **you** or any party acting on **your** behalf.

4 Any cover provided by **your policy** in respect of the costs of reconstituting or recovering lost, inaccessible or damaged **documents** owned or controlled by **you** or any party acting on **your** behalf will not apply to **data**.

Other than as stated within this exclusion or by other restrictions in **your policy** specifically relating to the use of, or inability to use, a **computer system**, no cover otherwise provided by **your policy** will be restricted solely due to the use of, or inability to use, a **computer system**.

### Defective workmanship or materials exclusion

**We** will not cover any **claim** arising directly or indirectly from defective workmanship or defective materials or the failure by **you** to supervise or inspect any work. This exclusion will not apply if the failure to supervise or inspect was the responsibility of a **qualified professional**.

### Deliberate acts and omissions exclusion

**We** will not cover any **claim** arising directly or indirectly from any act, error or omission that **you** deliberately, spitefully or recklessly commit, condone or ignore.

### Directors' and officers' liabilities exclusion

**We** will not cover any **claim** made against **you** or **your** directors, officers or trustees for breach of their duties as director, officer or trustee.

### Dishonesty and fraud exclusion

**We** will not cover any **claim** directly or indirectly involving dishonesty or fraud committed by **you** other than as stated in the **Dishonesty and fraud cover** of this section.

### Distorted computer records exclusion

**We** will not cover any costs and expenses **you** incur as a result of the loss or distortion of computer records caused by

1 defects in computer equipment or electronic storage devices

2 wear, tear, vermin or gradual deterioration

3 climatic or atmospheric conditions or extremes of temperature

4 use or processing whilst mounted in or on any machine unless as a result of loss of or damage to the machine itself.

The exclusion will not apply to the **Loss of documents cover** of this section.

### Employment exclusion

**We** will not cover any **claim** arising out of any kind of employment related dispute or any kind of defamation, discrimination, harassment or unfair treatment relating to any current, former or prospective **employees**.

### Excess exclusion

**We** will not pay the **excess** shown in **your** schedule.

The **excess** does not apply to **defence costs**, **Court attendance costs cover** or **Formal investigation costs cover** of this section.

The **excess** applicable to **Loss of documents cover** is as stated under the **Loss of documents cover** of this section.

### Financial services exclusion

**We** will not cover any **claim** arising out of any Regulated Activities as defined in the Financial Services and Markets Act 2000 as amended from time to time.

### Fines and penalties exclusion

**We** will not cover any fines, penalties, punitive, multiple, aggravated or exemplary damages awarded against **you**.

### Fire safety exclusion

For the purposes of this exclusion only, the definition of **Claim(s)** is deleted and replaced by the following

**Claim(s)**

Any verbal or written demand, notice or communication from a third party

1 making an assertion for legal remedy or any other form of compensation or remedy

2 containing reference to, or serving notice of, intent to start legal proceedings

3 invoking any pre-action protocol as set under the Civil Procedure Rules

4 referring to arbitration, adjudication, or complaint proceedings, and/or

5 alleging or asserting the rendering of any property unfit for habitation.

**We** will not cover any **claim** or **claim circumstance** arising directly or indirectly out of, or in any way connected with, any actual or alleged failure of any product, material or system used in the construction, alteration, repair, treatment or refurbishment of any building or structure to comply with applicable regulations in respect of the performance of combustibility, fire resistance or fire protection.

### Fitness for purpose exclusion

**We** will not cover any **claim** arising from any fitness for purpose obligation that **you** are subject to in respect of **your professional business**.

### Injury exclusion

**We** will not cover any **claim** for **injury**

1 to any **employee**

2 to any person who is not an **employee** unless directly arising from a breach of duty through a negligent act, error or omission by **you** in the course of **your professional business**.

### Insolvency exclusion

**We** will not cover any **claim** arising out of or in connection with **your** insolvency, bankruptcy or any **claim** made by **your** liquidator, provisional liquidator or administrator.

### Insurance or finance arrangement exclusion

**We** will not cover any **claim** arising from **your** failure to arrange and/or maintain insurance and/or finance.

### Insured vs insured exclusion

**We** will not cover any **claim** brought by or on behalf of any person who may be insured by this **policy**.

### Internet activity exclusion

**We** will not cover any **claim** arising out of

1 the management of financial transactions

2 obscene, blasphemous or pornographic materials

on the internet.

### Market fluctuation exclusion

**We** will not cover any **claim** relating to the financial return of any investment or the depreciation or loss of investments when that financial return, depreciation or loss is caused by normal or abnormal fluctuations in any financial, stock, commodity or other markets that are outside **your** influence or control.

### North American jurisdiction exclusion

**We** will not cover any **claim** instituted or pursued

1 within the USA or Canada or any territories which come within the jurisdiction of the USA or Canada or in which it is contended that the laws of the USA or Canada should apply

2 to enforce a judgment obtained in any Court of the USA or Canada or any territories, which come within the jurisdiction of the USA or Canada.

### North American territorial exclusion

**We** will not cover any **claim** arising from the conduct of **your professional business** carried out from offices or premises located within the

USA or Canada or any territories which come within the jurisdiction of the USA or Canada.

### Patent exclusion

**We** will not cover any **claim** arising out of any infringement of any patent.

### Pollution exclusion

**We** will not cover any **claim** directly or indirectly involving **pollution** other than as stated in the **Pollution cover** of this section.

### Previous claims exclusion

**We** will not cover any **claim**

1 that has been notified under any other policy before the start of this **policy**

2 that **you** were aware of or should have been aware of before the start of this **policy**.

### Products exclusion

**We** will not cover any **claim** arising from products or goods manufactured, constructed, altered, repaired, treated, sold, supplied or distributed by **you**. This exclusion will not apply to project models.

### Property damage exclusion

**We** will not cover any **claim** for loss of or damage to property unless arising directly from a breach of duty through a negligent act, error or omission by **you** in the course of **your professional business**.

### Property ownership or use exclusion

**We** will not cover any **claim** arising from the ownership, possession, leasing or use of any land or building structure or any other property or goods whether mobile or immobile.

### Radioactive contamination exclusion

**We** will not cover any **claim** arising directly or indirectly from

1 ionising radiation or contamination by radioactivity from any irradiated nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel

2 the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or its nuclear component.

### Retroactive date exclusion

**We** will not cover any **claim** arising from the performance of **your professional business** carried out before the **retroactive date** shown in **your** schedule.

### Surveys exclusion

**We** will not cover any **claim** arising out of a survey, unless it was undertaken by

1 anyone who is

- **a** a Fellow or Associate of the Royal Institute of British Architects (RIBA) or
- **b** a Fellow or Associate of the Royal Incorporation of Architects in Scotland (RIAS) or
- **c** a Fellow, Professional member, Technical Member or Associate Member of the Royal Institution of Chartered Surveyors (RICS) or
- **d** a Fellow or Associate of the Architects and Surveyors Institute (ASI) or
- **e** a Fellow or Associate of the Faculty of Architects and Surveyors (FFAS) or

2 anyone who has not less than five years' experience of survey work or

3 any other person delegated by the person, firm, company or organisation shown in **your** schedule as the insured to undertake survey work, but only if

- **a** supervision of that work is provided by a person qualified in line with **a** or **b** above or
- **b** **we** have first provided written agreement.

### Taxation, competition or restraint of trade exclusion

**We** will not cover any **claim** arising directly or indirectly from the breach of any taxation, competition, restraint of trade or anti-trust legislation or regulation.

### Tender at less than economic terms exclusion

**We** will not cover any **claim** arising from a deliberate decision by **you** to tender for a contract at less than economic terms.

### Terrorist act exclusion

**We** will not cover any **claim** directly or indirectly involving any **terrorist act**.

### Trading losses exclusion

**We** will not cover any **claim** arising out of trading losses or trading liabilities incurred by **you** or any of **your** businesses.

### Unqualified professionals exclusion

**We** will not cover any **claim** arising directly or indirectly from the performance of **your professional business** by any person who is not a **qualified professional**.

### Valuation exclusion

**We** will not cover any **claim** arising from any valuation report prepared by **you** or on **your** behalf except where the purpose of the report is for certification of payments to contractors or for measuring quantities.

### War risk exclusion

We will not cover any claim arising from or happening through war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

## Section conditions

These conditions of cover only apply to this section. **You** must comply with the following conditions to have the full protection of **your policy**. Some conditions specify circumstances whereby non-compliance will mean that **you** will not receive payment for a claim. However **you** will not be covered and **we** will not pay **your** claim if **you** are unable to prove that the non-compliance with these conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

If **you** are unsure about any of these conditions or whether **you** need to notify **us** about any matter, please contact **us**.

### Adjudication condition

If **you** receive any notice of intention to adjudicate, notice of adjudication, referral notice or any adjudication notice relating to a contract, **you** must tell **us** within two working days of receipt of that notice.

**We** reserve the right to treat any notification received under this clause as a notification of a **claim circumstance**.

**You** must not serve any notice of intention to adjudicate, notice of adjudication, referral notice or any adjudication notice relating to a contract without first obtaining **our** written approval unless, in **your** reasonable opinion, service of those notices will not lead to a **claim**.

**You** must not

1 make any admission in respect of the dispute that is the subject of adjudication

2 agree to accept the decision of the adjudicator as finally determining the dispute with no further reference to legal proceedings, arbitration or alternative dispute resolution

without first obtaining **our** written approval to do so.

If **you** do not comply with this condition, **we** have the right to refuse to pay any costs, damages, penalties or other amounts that arise from the adjudication.

### Admission of liability condition

In the event of a **claim circumstance, you** must not

1 admit liability

2 incur any **defence costs**

3 make any offers of settlement

4 otherwise prejudice the conduct of defence or settlement of that **claim** or **claim circumstance**

without first obtaining **our** written approval. This applies regardless of any complaint handling procedure or if the amount in dispute is less than **your excess**.

### Breach of Claim notification condition or Claim circumstance condition

If **you** do not comply with this condition and where the **claim** or **claim circumstance** would otherwise be covered by this section, **we** will not refuse to pay the **claim** provided:

1 **you** tell **us** in writing about the **claim** or **claim circumstance** during the **period of insurance** and

2 **you** can satisfy **us** that **you** had no intention to deceive or mislead.

If, however, this affects **our** ability to handle or settle a **claim** or **claim circumstance**, **we** will reduce the amount **we** pay to the figure **we** reasonably believe would have been payable had **our** ability to handle or settle it not been affected. This does not affect any other condition in this **policy**.

If **you** do not comply with this condition and **you** disagree with **us** about what is covered or what **we** will pay, **you** may refer the matter for consideration to the professional or regulatory body to which **you** belong. If that professional or regulatory body agrees to nominate a person to intercede on **your** behalf and, after consideration of the facts, that person considers intercession by them is warranted, **we** agree we will give due and proper consideration to that person's intercession.

### Claim circumstance condition

**You** must tell **us** in writing as soon as possible within the **period of insurance** about **claim circumstances**.

When telling **us** about **claim circumstances**, **you** must give to **us** full details including but not limited to

1 a description of the **claim circumstance**

2 the nature of the alleged act, error or omission leading to the **claim circumstances** and the date it was committed

3 the nature of the alleged damage

4 the names of the actual or potential claimants and defendants, and

5 the manner in which **you** first became aware of the **claim circumstance**.

If **claim circumstances** that relate to work **you** performed after the **retroactive date** and within the **period of insurance** lead to a **claim** after the **period of insurance** has ended, that **claim** will be deemed to have been made against **you** during the **period of insurance** provided that **you** told **us** in accordance with the requirements of this condition.

### Claim control and co-operation condition

**You** must give **us** all information and assistance that **we** reasonably require and that is in **your** power to provide.

**You** must co-operate with **us** and anyone appointed on **our** behalf by

1 providing any information, assistance, signed statements or depositions as **we** may require to comply with any Civil Procedure Rules, Practice directions and Pre-Action Protocols as may be issued

2 assisting to present the best possible defence to a **claim**

3 ensuring access to any information that **we** or **our** representatives may require in the defence of a claim or the investigation of any **claim circumstance**, whether or not that information may be privileged

4 provide **us** with any and all information that will allow **us** to determine **our** liability under this section

5 making payment on demand of **your excess** in order to comply with the terms of any settlement **we** have agreed

6 providing any information, assistance, signed statements or depositions as **we** may require to exercise **our** rights of subrogation

7 ensuring that all documents of any description relevant to any **claim** or **claim circumstance** are preserved and complete.

### Claims notification condition

**You** must tell **us** in writing as soon as possible within the **period of insurance** about any **claim** against **you** irrespective of **your** views as to the validity of that **claim**.

**We** will not pay **your claim** where **you** have not complied with this condition.

### Dishonesty and fraud condition

**You** must tell **us** as soon as possible within the **period of insurance** of the discovery of any dishonest or fraudulent act or omission or of any reasonable suspicion that an **employee** has acted dishonestly or fraudulently.

**We** will not pay **your** claim where **you** have not complied with this condition.

### Expiry of period of insurance condition

If **you** become aware of a **claim** or **claim circumstances** in the seven days immediately before the end of the **period of insurance** but, in **our** reasonable opinion, **you** are unable to tell **us** before the end of the **period of insurance**, **we** will allow **you** an additional seven days immediately after the **period of insurance** to tell **us**.

### Misconduct investigation notification condition

If **you** discover that an investigative inquiry into your conduct of **your professional business** is to be undertaken within the **period of insurance**, **you** must inform **us** within 14 days.

If **you** do not comply with this condition, **we** have the right to refuse to pay any costs, damages, penalties or other amounts arising from the investigation.

### Sub-contractor/sub-consultants' own Professional indemnity insurance condition

**You** must undertake reasonable enquiry to ensure that any person, partnership, firm, company or organisation that is engaged to perform **professional business** on **your** behalf, or for whom **you** are responsible, has in force both at the time of their appointment and on a continuing basis, professional indemnity insurance with a limit of indemnity of not less than the **limit of indemnity** shown in **your** schedule under the Professional indemnity section.

In the event that **you** are not able to confirm that professional indemnity insurance is in force, **you** agree to tell **us** as soon as practicable and provide **us** with information that **we** may reasonably request. **You** and **we** agree that in such circumstances **we** will be entitled to charge an additional premium and/or impose restrictions in cover.

If **you** are not able to demonstrate to **our** satisfaction that **you** have undertaken reasonable enquiry in order to comply with this condition, **we** have the right to refuse to pay any **claim** that arises from or is in consequence of any act, error or omission committed by the person, partnership, firm, company or organisation acting on **your** behalf or for whom **you** are responsible.

### Subrogation (our rights) condition

**We** will be entitled to undertake in **your** name or on **your** behalf steps to enforce rights against any other party before or after any payment is made by **us**.

**We** will not exercise any right of subrogation against any present or former **employee** unless **we** have made payment brought about or contributed to by any dishonest, fraudulent or malicious act or omission of that present or former **employee**, or if the present or former **employee** conspired to commit or condone any such dishonest, fraudulent or malicious act or omission.

**You** must not enter into any contract or other agreement that restricts **your** rights of recovery in respect of any **claim** that may be covered by this section.

# Legal expenses section

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**Your** schedule will show if this section is covered.

## Important information

### Legal advice

**You** can obtain telephone based legal advice on UK law by calling the AXA legal advice line on 0330 024 5346 quoting AXA Commercial.

Advice can be sought on a wide range of areas of law, including employment, health and safety and tax. The advice is provided by legal advisers and is confidential and impartial. In the interests of monitoring the quality of legal advice given, conversations may be recorded.

### Notification of claims

The AXA legal advice line is not empowered to give advice on the admissibility of any **claim** under **your policy** so if **you** need to notify a possible claim, **you** should complete the online claim form at https://claims.arclegal.co.uk. Alternatively, please call the claims helpline on 0330 024 5346 and they will e-mail or post a claim form to **you**. Please refer to the **Notification of claims condition** in this section for full details.

### Employment disputes

**Your** attention is drawn to the fact that **you** must have sought and followed all advice from the AXA legal advice line as to the procedure to be adopted in connection with Employment disputes and **you** have received specific authorisation prior to taking action. Please refer to the **Employment disputes cover** under the heading **What is covered**.

### Acts of Parliament

All Acts of Parliament referred to in this section will include any subsequent amendments, re-enactments or regulations and equivalent legislation enforceable within the **policy territories**.

## Meanings of defined terms

These meanings apply within this section. They will be highlighted in bold blue print and will have the same meaning, whether shown in the singular or plural. These are in addition to the defined terms that can be found within the **Meanings of defined terms section** of **your policy**.

### Administrator

Arc Legal Assistance Ltd administers and manages the legal expenses section of **your policy** on **our** behalf. Their registered business address is Arc Legal Assistance Ltd, The Gatehouse, Lodge Park, Lodge Lane, Colchester, Essex CO4 5NE

Arc Legal Assistance Ltd is authorised and regulated by the Financial Conduct Authority under registration number 305958. This can be checked on the FCA's website at www.fca.org.uk or by contacting them on 0800 111 6768.

### Any one claim

All **claim(s)** as a result of the same original cause, event or circumstance. For a **claim** under **Tax and VAT investigation cover**, an **HMRC investigation** into a later year's self-assessment return, where a previous year's self-assessment return is still subject to an open enquiry, will be deemed as any one claim.

### Appointed representative

A consultant, solicitor, barrister or other appropriately qualified person appointed to act for the **insured persons** in accordance with the terms of this section.

### Awards of compensation

Basic and compensatory awards and compensation for unlawful discrimination made against **you** by an employment tribunal or settlement of them, subject to the consent of the **administrator** but not including additional awards under the Employment Rights Act 1996, Protective awards under Trade Union and Labour Relations (Consolidation) Act 1992, Interim relief under the Employment Rights Act 1996, arrears of pay or awards of damages under the Equal Pay Act or arising out of failure to comply with awards for reinstatement or re-engagement.

### Claim(s)

A claim under this section for **legal expenses, professional expenses, awards of compensation** or **jury service allowance**.

### Contracting party

A person, firm or company within the **policy territories** with whom **you** have a direct contractual relationship.

### Data Protection Legislation

The relevant Data Protection Legislation in force in the United Kingdom at the time of the **claim**.

### Debt collection service

The debt collection service nominated by the **administrator**.

### Due date

The date monies owed to **you** first become due and payable.

### Employee

Any person under a contract of service with **you**.

### HM Revenue & Customs investigations

**1** Business self-assessment full enquiry

The investigation which takes place when an officer of HM Revenue & Customs (HMRC) makes a request to examine all of **your** business books and records and issues a formal notice under S9A or S12AC of the Taxes Management Act 1970 or under paragraph 24(1) Schedule 18 Finance Act 1998.

**2** Employer compliance dispute

The enquiries which take place following an expression of dissatisfaction with **your** PAYE and/or National Insurance Contributions affairs, following an employer compliance visit by HMRC or following an expression of dissatisfaction with **your** P11Ds or P9Ds.

**3** Business self-assessment aspect enquiry

The enquiry which takes place when an officer of HMRC issues a formal notice under paragraph 24(1) Schedule 18 Finance Act 1998 or S9A or S12AC of the Taxes Management Act 1970 in order to make an aspect enquiry into certain boxes on **your** self-assessment return.

### HMRC investigation

**HM Revenue & Customs investigations** and **VAT dispute(s)**.

### Injury

Physical bodily injury or death.

### Insured persons

**You** and, at **your** request, any of **your employees** including any directors or partners, conditional on the same **appointed representative** acting for all. Where **you** are charged under the Corporate Manslaughter and Corporate Homicide Act 2007 **you** may not request any of **your employees** including any directors or partners to be included as an insured person.

### Jury service allowance

The amount of money **you** are liable to pay an **employee** for each day they attend on jury service, less any recovery from the court.

### Legal expenses

1 Fees

- **a** any professional fees, expenses and other disbursements reasonably incurred by the **appointed representative** with the consent of the **administrator**
- **b** any costs incurred by other parties where the **insured persons** have been held liable in court or tribunal proceedings to pay these costs or become liable to pay these costs under a settlement made with another party with the consent of the **administrator**, but excluding any costs which the **insured persons** may be ordered to pay by a court of criminal jurisdiction.

2 Witness attendance allowance

The amount of money per day **you** are liable to pay an **employee** each day they are required by the **appointed representative** to attend as a witness at a court or tribunal hearing. Indemnity is limited to £100 per day and a maximum of £1,000 in **any one claim**.

### Minimum sum in dispute

The amount specified in **your** schedule, which is the minimum sum in dispute between **you** and the **contracting party**, to which indemnity applies.

### Professional expenses

Any fees or expenses reasonably incurred by the **appointed representative** with the consent of the **administrator**, but excluding any tax or VAT, additional tax or VAT, interest or penalties demanded, assessed or required by the relevant authorities or other penalties imposed by a court of criminal jurisdiction.

### Property

Land and/or buildings owned or occupied by **you** or which **you** are legally responsible for.

### Statutory licence

A licence or certificate of registration issued under statute, statutory instrument or by a Government, public or local authority to **you**, provided that the licence or certificate is necessary to engage in **your business**.

### Terrorist act

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

### VAT dispute(s)

The enquiries which take place following a written decision, assessment or statement of alleged arrears made by HMRC into **your** Value Added Tax (VAT) return and/or any related VAT default surcharges and misdeclaration penalties.

## ✓ What is covered

**We** will only pay the **insured persons** for **claim(s)** where the dispute, legal proceedings or **HMRC investigation** is within the **policy territories** and is in connection with activities within the scope of **your business**. This is a 'claims made' section of **your policy**. It only pays **claim(s)** notified to the **administrator** during the **period of insurance**.

## Contract disputes cover

**We** agree to cover **you** against **legal expenses** incurred in the pursuit or defence of any dispute or legal proceedings made by or brought against **you** in a contractual dispute with a **contracting party** over a contract for the sale of goods, the hire of goods or a contract for the supply of a service within the meaning of the Sale of Goods Act 1979, and/or the Supply of Goods and Services Act 1982 and/or the Consumer Rights Act 2015 provided that

1 **legal expenses** incurred in the pursuit of any dispute or legal proceedings are limited to 75% of the amount in dispute

2 **we** will not be liable to provide indemnity unless the amount in dispute exceeds the **minimum sum in dispute**

3 where the dispute relates to monies owed to **you** and liability is not contested and **you** refer the debt to the **debt collection service**, within 30 days of the **due date**; this will be paid for by **you** and not covered by **us**. If the **debt collection service** exhausts its normal recovery procedure and recommends to the **administrator** that legal proceedings are necessary, **you** must immediately notify a **claim** under this cover.

## Criminal prosecution cover

**We** agree to cover the **insured persons** against **legal expenses** incurred in

1 defending a prosecution against the **insured persons** in a court of criminal jurisdiction

2 an appeal by the **insured persons** against the service of an Improvement or Prohibition Notice under the Health and Safety at Work etc Act 1974 or the Food Safety Act 1990.

## Data protection cover

**We** agree to cover **you** against **legal expenses** incurred in an appeal by **you**, against a refusal of an application for registration or alteration of registered particulars, or an appeal against an Enforcement, Deregistration or Transfer Prohibition Notice.

## Employment disputes cover

**We** agree to cover **you** against **legal expenses** and **awards of compensation** incurred by **you** in defending legal proceedings brought against **you** by an **employee**, ex-**employee** or prospective **employee** in respect of their contract of employment with **you** or a breach of employment related legislation.

**We** have the right to refuse to pay **your claim** if **you** do not seek and follow all advice from the AXA legal advice line as to the procedure to be adopted and have received specific authorisation from the AXA legal advice line

1 prior to carrying out any disciplinary procedure, action or suspension of an **employee**

2 prior to dismissal of an **employee**

3 prior to notifying an **employee** of their intended retirement date or retiring an **employee**

4 prior to instituting a redundancy programme and prior to making an **employee** redundant

5 upon formal or informal notification of a grievance from an **employee** or ex-**employee**

6 upon formal or informal notification of a complaint relating to discrimination, victimization or harassment because of age, disability, gender reassignment, marriage/civil partnership, pregnancy/maternity, race, religion or belief, sex or sexual orientation

7 prior to any adverse variation or proposed adverse variation of the terms and conditions of employment (including altering the hours, time or place worked, demotion or deduction from or reduction in an **employee's** remuneration)

8 immediately an **employee** walks out, with or without written notice

9 upon receipt of an appeal from an **employee** or ex-**employee** against a decision taken as a result of a disciplinary or grievance procedure, retirement procedure or a decision to dismiss.

### Jury service allowance cover

**We** agree to cover **you** against **jury service allowance** with the amount being limited to £100 per day and a maximum of £1,000 in **any one claim**.

### Personal injury cover

**We** agree to cover the **insured persons** against **legal expenses** incurred in the pursuit of any dispute or legal proceedings for **injury** to the **insured persons**.

### Property disputes cover

**We** agree to cover **you** against **legal expenses** incurred in any dispute or legal proceedings made by or brought against **you**

1 over the physical possession of the **property**, provided that all statutory and contractual notices have been correctly served by **you**

2 over the terms of a tenancy agreement between **you** and a **contracting party** relating to the use or maintenance of the **property**, including dilapidations

3 over the actual or alleged negligence, damage or nuisance to the **property**, other than with a tenant, provided that **you** will suffer financial loss if **you** fail to pursue or defend the dispute or legal proceedings.

### Statutory licence cover

**We** agree to cover **you** against **legal expenses** incurred in an appeal by **you**, against the suspension, revocation, imposed alteration of or refusal to renew a **statutory licence**.

### Tax protection cover

#### 1 HMRC investigations

**We** agree to cover **you** against **professional expenses** incurred in representing **you** at an **HMRC investigation**, including representation at a First-Tier Tribunal or an Upper Tribunal and at an appeal against a decision following such tribunal, provided that there is a more than 50% chance of reducing the liabilities alleged by HMRC.

#### 2 VAT dispute(s)

**We** agree to cover **you** against **professional expenses** incurred in representing **you** in a **VAT dispute** for the local review procedure in order to reach agreement with HMRC, a VAT tribunal at a First-Tier Tribunal (Tax Chamber), including an appeal, provided that there is a more than 50% chance of reducing the liabilities alleged by HMRC.

### Limits of indemnity

**Our** maximum liability under this section is limited to the amounts specified in **your** schedule for **a** and **b** below

**a** **any one claim**

**b** all **claim(s)** notified during the **period of insurance**.

## ✘ What is not covered – A

### Contract dispute exclusion

**We** will not cover **you** for **claim(s)** arising out of or in connection with

1 contracts that provide or arrange credit, insurance, securities or guarantees

2 contracts where **your** liability or right of recovery is incurred through **your** agent or by assignment

3 franchise contracts

4 contracts governed by or alleged to be governed by the Consumer Credit Act 1974

5 contracts of employment

6 contracts for the use of **property**

7 adjudication or arbitration disputes

8 any construction contract which is entered into or work commenced prior to the **period of insurance**.

### Criminal prosecution exclusion

**We** will not cover the **insured persons** for **claim(s)** arising out of or in connection with

1 any prosecution relating to or arising from investigations by HMRC

2 any prosecution for offences against the person, including offences of a sexual nature, other than charges under the Corporate

Manslaughter and Corporate Homicide Act 2007

3 any prosecution for criminal damage

4 any prosecution alleging dishonesty

5 any prosecution for non-endorsable road traffic offences, except tachograph prosecutions and weight prosecutions

6 an allegation of speeding or driving whilst under the influence of alcohol and/or drugs

7 failure to insure a motor vehicle as required by law.

### Employment disputes exclusion

**We** will not cover **you** for

1 any fine, award or damages incurred by deliberately avoiding a payment or liability under statutory requirements

2 any redundancy payment or any money due or properly payable, arising under or from a contract of employment, service agreement or related document or from any related, implied or incorporated terms of a contract of service.

### Property disputes exclusion

**We** will not cover **you** for any **claim** arising out of or in connection with

1 the payment or non-payment or review of any tax, rent or service charge

2 a dispute relating to planning or building regulations, decisions, compulsory purchase orders or any actual, planned or proposed works by or under the order of any Government, public or local authority

3 any dispute arising from the negotiation, review or renewal of a tenancy agreement or the subsequent purchase of the **property** whether or not the purchase is completed

4 any dispute where **you** have failed to maintain in full force and effect during the tenancy agreement, buildings insurance covering the standard range of perils if **you** were contractually obligated to have insurance in force

5 a dispute over subsidence, ground heave or landslip, however caused

6 a contract dispute, other than where the contract is a tenancy agreement with a **contracting party**.

### Tax protection exclusion

**We** will not cover **you** for

1 technical or routine treatment of matters not connected with or under an expression of dissatisfaction with **your** affairs

2 the defence of any criminal prosecution

3 taxation proceedings which arise out of negligent misstatements or omissions made by **you** or on **your** behalf in respect of returns or accounts or where there has been a lack of reasonable care in the keeping of business books and records

4 any **HMRC investigation** which results solely from investigation of earlier accounts or records

5 any **claim** where the Tax Return is submitted outside the statutory time limits and/or in a penalty position

6 the preparation and/or correction of Self-Assessment Returns, Accounts, Income Tax Returns, P11Ds, P35s, VAT returns or any other statutory returns

7 any enquiry under Public Notice 160 or Section 60 of the VAT Act 1994 or matters handled by HMRC Specialist Investigations Civil Investigations or Fraud and Criminal Investigations Sections. Also Code of Practice 8 and 9 cases

8 an enquiry into the validity of a claim for Working Tax Credit or a dispute concerning the payment of the Working Tax Credit by an employer

9 any dispute in connection with the payment of the National Minimum Wage

10 a dispute or enquiry in respect of IR35 legislation

11 any **claim** made where a Return submitted at the final filing date contains provisional figures for all of the trading income and expenditure items

12 an investigation under a voluntary disclosure made to the HMRC for omitted

tax, National Insurance Contributions or VAT liabilities which become due as a result of the deliberate act of any **insured person**

13 an investigation by HMRC into a tax planning arrangement, where the Anti Avoidance Intelligence Unit of HMRC has allocated a number for inclusion on the relevant Self-Assessment Return.

### Statutory licence exclusion

**We** will not cover **you** for any **claim** arising out of or in connection with

1 any disciplinary or internal procedures conducted by authorities charged with **your** regulation in the performance of **your business** or for any appeal following these procedures

2 an alteration or refusal to renew a **statutory licence** which is imposed by an Act of Parliament

3 any costs incurred to comply with a notice or order.

## ✘ What is not covered – B

The following exclusions apply to all or any parts of the cover under this section.

**We** will not cover the **insured persons** for

1 defending civil legal proceedings arising from
   - **a** **injury** or disease, including psychiatric injury and stress
   - **b** loss of, destruction or damage to property
   - **c** alleged breach of any professional duty
   - **d** any tortious liability (other than as specified in property disputes)

2 any dispute, legal proceedings or **HMRC investigation** made, brought or started outside the **policy territories**

3 **legal expenses** or **professional expenses** incurred without the prior written consent of the **administrator** or in excess of the **administrator's** consent

4 **awards of compensation** where the **administrator's** consent to incur **legal expenses** has not been granted or has been withdrawn

5 any **claim** relating to or arising from any cause, event or circumstance occurring prior to or existing at the start of this section, and which has or which **you** knew or ought reasonably to have known, may give rise to a dispute, legal proceedings or **HMRC investigation** by or against **you**

6 fines or other penalties imposed by a court or tribunal

7 any dispute, legal proceedings or **HMRC investigation** for which **you** are, or would be but for the existence of **your policy**, entitled to indemnity under any insurance policy, whether a legal expenses insurance or not, or under a legal aid certificate or representation order

8 any **claim** arising out of the **insured persons'** deliberate, conscious, intentional or negligent disregard of the need to take all reasonable steps to avoid and prevent **claim(s)**, disputes, legal proceedings or **HMRC investigation**

9 any dispute or legal proceedings with public or local authority departments concerning the imposition of statutory charges

10 disputes or legal proceedings between **you** or with any parent company, subsidiary company or associated company or partner

11 any dispute between the **insured persons** and the **administrator**, **us**, the **appointed representative** or **your** insurance broker.

12
   - **a** any dispute or legal proceedings arising out of breach or alleged breach of confidentiality or passing off, whether related to intellectual property or not
   - **b** any dispute or legal proceedings arising out of the ownership or existence of any intellectual property rights

13 any dispute or legal proceedings arising out of or in connection with actual or alleged defamation or false statement

14 any **legal expenses** or **professional expenses** incurred in respect of or in connection with a judicial review

15 appeals arising out of legal proceedings or **HMRC investigations** where the **administrator's** consent has not been granted

16 any **claim**, damage, loss, cost or expense or any other liability or any loss or damage to property directly or indirectly caused by or contributed to by any kind of seepage, pollution or contamination

17 any **legal expenses** or **professional expenses** which the **insured persons** should or would have had to incur irrespective of any dispute

18 any dispute or legal proceedings arising out of or in connection with a **terrorist act**

19 any **claim**, damage, loss, cost or expense or any other liability directly or indirectly caused by or contributed to, or arising from, the use or operation, as a means for inflicting harm, of any system, software programme malicious code, virus or process or any other electronic system

20 any **claim**, damage, loss, cost or expense or any other liability directly or indirectly arising from or in any way related to or connected with the combustibility or fire safety defects of any composite panels, cladding or facades of buildings or structures, and/or internal or external wall and/or cladding systems and any associated core/filler/cavity insulation material and/or any fixing systems

21 the **excess** payable by **you** for **any one claim**. The increased **excess** shown in **your** schedule is the amount that **you** must pay for **legal expenses**, **professional expenses** and/or **awards of compensation** for **any one claim**, before **we** become liable to pay if **you** instruct an alternative **appointed representative** to the one chosen by the **administrator**.

The co-insurance shown in **your** schedule is the amount that **you** must pay for **any one claim** for **your** own account, expressed as a percentage of **legal expenses**, **professional expenses** and/or **awards of compensation** incurred over and above any **excess** or increased **excess** shown in **your** schedule.

## Section conditions

These conditions of cover apply only to this section. **You** must comply with these conditions to have the full protection of **your policy**.

Some conditions specify circumstances whereby non-compliance will mean that **you** will not receive payment for a **claim**. However **you** will be covered and **we** will pay **your claim** if **you** are able to prove that the non-compliance with these conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

### Arbitration condition

Any dispute between **us** and the **insured persons** may be referred to a single arbitrator who shall be either a solicitor or barrister agreed upon by both parties or, failing agreement, one who is nominated by the President of the appropriate Law Society or by the Bar Council or appropriate professional body within England and Wales. The apportionment of the costs of arbitration will be determined by the arbitrator.

### Data Protection condition

**You** agree that any information provided to **us** regarding the **insured persons**, will be processed by **us** or the **administrator** in compliance with the provisions of **Data Protection Legislation** for the purposes of providing insurance and handling **claim(s)**, if any, which may necessitate providing such information to third parties.

### Due observance condition

The **insured persons** must act with due care and at all times, act and comply with all the terms, conditions and provisions under **your policy**.

### Reasonable precautions condition

The **insured persons** must take all reasonable precautions to avoid and prevent **claim(s)**, **HMRC investigations**, legal proceedings and disputes. The **insured persons** must use every effort and take all reasonable measures to minimise the cost and effect of any **claim**.

### Your insolvency or liquidation condition

If **you** become insolvent or are placed in liquidation, receivership, administration, bankruptcy or enter into a voluntary arrangement or deed of arrangement, or if any application is made to the court or meeting convened for that purpose, **we** have the right to immediately cease to provide indemnity for **legal expenses**, **professional expenses** and **awards of compensation**, even if the **administrator** may have previously granted consent.

## Special conditions

### Undisputed debts condition

An undisputed debt must be referred to the **debt collection service** within 30 days after the date the invoice was due for payment. The **debt collection service** is provided by a debt collection organisation which is not part of the **administrator**, but it can be accessed by telephoning the AXA legal advice line and asking to be transferred.

The use of the **debt collection service** is at **your** own cost. The fee charged by the **debt collection service** is a percentage of the amount of the debt recovered from the debtor. **Your policy** does not cover this fee.

If the **debt collection service** recommends legal proceedings against the debtor to recover the debt, **you** must immediately submit a **claim** under the **Contract disputes cover**. **You** should contact the **administrator's** claims department for a **claim** form.

If at any time an undisputed debt referred to the **debt collection service** becomes disputed, **you** must contact the **administrator's** claims department.

### Claims conditions

### Administrator's consent condition

**You** must obtain the **administrator's** consent in writing to incur **legal expenses** or **professional expenses**. This consent will be given by the **administrator** on **our** behalf, if the **insured persons** can satisfy the **administrator** that

**1** it is reasonable to incur **legal expenses** or **professional expenses** considering the amount of the remedy claimed compared to the **legal expenses** or **professional expenses** to be incurred, and

**2** **a** where the **insured persons** are pursuing, and there is more than 50% chance of proving the other party's legal liability and of recovering the damages claimed or other legal remedy sought, or

**b** where the **insured persons** are defending and there is a more than 50% chance of defending the **claim,** or

**c** for a criminal prosecution and where the **insured persons** plead guilty, and there is a more than 50% chance of a significant mitigation of the **insured persons'** sentence or fine.

If during the course of a **claim** the **insured persons** cease to satisfy the **administrator** in respect of **1** and **2** above, indemnity will be withdrawn in respect of **legal expenses** and **professional expenses** and **awards of compensation**. The decision to grant consent or to withhold it will be taken on receipt of

**i** a fully completed **claim** form

**ii** the information and documentation the **administrator** reasonably requests

**iii** a legal opinion from the **appointed representative** as to **1** and **2** of this condition

**iv** any advice the **administrator** deems necessary to take.

With the **insured persons'** agreement, the **administrator** may provide assistance in settling disputes, these costs will be covered under this section, subject to payment of the **excess** or increased **excess** within the limits of **our** liability.

If a dispute arises regarding the merits or value of the **claim**, the **administrator** may require the **insured persons** to seek independent legal advice to obtain an opinion at the **insured persons'** expense. If the opinion conflicts with advice obtained by the **administrator** then the **administrator** will appoint and pay for a final opinion from a barrister which shall be binding on the **insured persons** and the **administrator**. If the barrister's opinion supports the **insured persons**, then the **administrator** will pay the legal costs incurred by the **insured persons**, in obtaining a second legal opinion, providing prior

consent is given by the **administrator**, within the limits of liability.

In granting **our** consent, **we** agree to provide the **insured persons** indemnity subject to the terms and conditions of this section, but the consent does not imply that all **legal expenses** or **professional expenses** or **awards of compensation** will be paid. In particular, **legal expenses** or **professional expenses** beyond the immediate scope of the **claim** will be deemed by **us** to fall outside the indemnity provided by this section.

The **administrator** reserves the right to limit its consent by time and/or financial amount of **legal expenses** or **professional expenses** and or stage of proceedings to allow for a review of their continued consent.

If, after consent has been granted, it is shown that the **claim** has not been brought within the terms and conditions of this section, **we** have the right to immediately cease to provide indemnity for **legal expenses, professional expenses** and **awards of compensation**, even if the **administrator** may have previously granted consent. **We** will be entitled to recover any **legal expenses, professional expenses, awards of compensation** and **jury service allowance** previously paid.

If the **insured persons** elect to proceed with the pursuit or defence of a dispute or legal proceedings where the **administrator's** consent has been refused through lack of reasonable prospects, as required in **2a** and **b** of this condition, and the **insured persons** are successful in the pursuit or defence, **we** will pay **legal expenses** or **professional expenses** incurred after the consent had been refused, subject to the terms of this section.

If **you** do not comply with this condition **you** will not be covered and **we** will not pay **your claim**.

### Appeal procedure condition

If, following legal proceedings to which the **administrator** has consented, the **insured persons** wish to appeal against the judgment or decision of a court or tribunal, the grounds for the appeal must be submitted to the **administrator** through the **appointed representative** immediately or as soon as practical, so that the **administrator** may consider whether to consent to further action. If an appeal is lodged against a judgment or decision of a court or tribunal made in the **insured persons'** favour following legal proceedings where the **administrator** has consented, the **insured persons** must notify the **administrator** as soon as possible in order that cover continues. The **administrator** will inform the **appointed representative** of its decision and the **insured persons** must cooperate in an appeal against the judgment or decision of a court or tribunal.

### Disclosure condition

It is a condition of cover that

1 the **insured persons** must give the **appointed representative** and the **administrator** all necessary help and information, including a complete and truthful account of the facts of the case and all relevant documentary or other evidence in the **insured persons'** possession. The **insured persons** must provide, obtain or provide all documents as necessary and attend meetings or conferences as requested

2 the **administrator** is entitled to receive from the **appointed representative** and the **insured persons** any information, document or advice in connection with any **claim** and the subject matter of any **claim** even if privileged. In addition, the **insured persons** must instruct the **appointed representative** to provide the **administrator** with regular updates on the progress of the subject matter of any **claim** and inform the **administrator** as soon as possible if and when any circumstance adversely impacts the factors taken into account in granting the **administrator's** consent. On request, the **insured persons** will give to the **appointed representative** any instructions necessary to secure the required access.

Indemnity may be withdrawn if the **insured persons** fail to cooperate at all times or within a reasonable time, with the **administrator's** or the **appointed representative's** requests.

If **you** do not comply with this condition **you** will not be covered and **we** will not pay **your claim**.

### Instruction and choice of appointed representative and Counsel condition

The **administrator** will choose an **appointed representative** to act on the **insured persons'** behalf in any **claim** under **Employment disputes cover** or **Tax protection cover**.

In all other **claim(s)**, the **administrator** will choose the **appointed representative** subject to the **excess** unless there is a conflict of interest between the **insured persons** and the **administrator**, or once legal proceedings are issued, when **you** are free to choose an **appointed representative** to act in the name of and on behalf of the **insured persons** in any **claim** to which the **administrator** has consented. In legal proceedings where the **administrator** has consented to **your** choice of **appointed representative**, **you** are responsible for paying the first £1,000 of **any one claim**.

The name and address of the **appointed representative you** propose to instruct must be notified to the **administrator** in writing. The proposed **appointed representative** will enable the **insured persons** to comply with the terms and conditions of **your policy** and will be appointed to act for the **insured persons** in line with the **administrator's** standard conditions of appointment. Any **professional expenses** or **legal expenses** charged by the **insured persons** proposed **appointed representative** in excess of those that would normally be incurred in using a specialist panel solicitor will be the responsibility of the **insured persons**.

A dispute arising from **your** choice may be referred to arbitration in accordance with the Arbitration condition.

The **insured persons** must not, without the written consent of the **administrator**, enter into any agreement with the **appointed representative** as to the basis of calculation of **legal expenses**.

In selecting the **appointed representative**, the **insured persons** have a duty to minimise the cost of any **claim**.

In all cases, the **appointed representative** will be appointed in the name of and on behalf of the **insured persons**. If in the course of any **claim** the **appointed representative** wishes to instruct Counsel or an expert, their name and an explanation of the necessity for the instruction must be submitted to the **administrator** for consent to the proposed instruction, which will not be unreasonably withheld.

### Notification of claims condition

For the purposes of this section only, this condition replaces the **Claims notification condition** within the **Policy conditions.**

**You** must notify the **administrator** in writing during the **period of insurance** as soon as the **insured persons** are aware of any cause, event or circumstance which has given or may give rise to a **claim,** dispute, legal proceedings or **HMRC investigation** involving the **insured persons**. Where notification has been given, **we** agree to treat any subsequent **claim** for the cause, event or circumstance notified as though the **claim** had been notified during the **period of insurance**.

If **you** need to notify a possible **claim**, **you** should complete the online claim form at https://claims.arclegal.co.uk. Alternatively, please call the claims helpline on 0330 024 5346 and they will e-mail or post a claim form to **you**.

All notices and communications from **us** or **our** representatives to **you** will be sent to **your** address that was last declared to the **administrator** or, in relation to any matters arising out of any **claim** sent to the **appointed representative**.

All notices and communications from the **insured persons** or the **appointed representative** to **us** will be sent to the **administrator**.

If **you** do not comply with this condition **you** will not be covered and **we** will not pay **your claim**.

### Offer of settlement condition

The **insured persons** must inform the **administrator** in writing as soon as an offer to settle is received and/or the **insured persons** propose to make an offer of settlement. In any settlement, the **insured persons** must consider the **legal expenses, professional expenses** or **awards of compensation** incurred or likely to be incurred and their recovery.

No indemnity will be provided if the **insured persons** enter into any agreement to settle without the prior written consent of the **administrator** (consent not to be unreasonably withheld) and **we** will be entitled to recover any **legal expenses** or **professional expenses** or **awards of compensation** previously paid. If the **insured persons** unreasonably reject an offer of settlement, which the **administrator** recommends acceptance of or makes an offer which the **administrator** does not agree with, no further indemnity will be provided.

**We** may at **our** absolute discretion decide to pay the **insured persons** the amount of damages that the **insured persons** are claiming or are being claimed against the **insured persons**, instead of indemnifying the **insured persons** for **legal expenses, professional expenses** or **awards of compensation**. Where **we** exercise this discretion **we** will cease to be liable for any further **legal expenses**, **professional expenses** or **awards of compensation**. **We** may also require the **insured persons** to make an offer to pay an **award of compensation** to an **employee** or ex-**employee** or prospective **employee** provided **we** agree to pay the **award of compensation**. If the **insured persons** fails to make that offer **we** will cease to be liable for any further **legal expenses** or **awards of compensation**.

If **you** do not comply with this condition **you** will not be covered and **we** will not pay **your claim**.

### Payment of legal expenses, professional expenses and awards of Compensation condition

All bills for **legal expenses** or **professional expenses** which the **insured persons** receive from the **appointed representative** should be forwarded to the **administrator** without delay. If the **administrator** requests, the **insured persons** must ask the **appointed representative** to submit the bill of costs for assessment or certification by the appropriate Law Society, court or tribunal. The **insured persons** are responsible for payment of all **legal expenses** or **professional expenses** or **awards of compensation**. **We** may settle these direct if requested to do so by the **insured persons**. The payment of some **legal expenses** or **professional expenses** does not imply that all **legal expenses** or **professional expenses** or **awards of compensation** will be paid.

### Recovery of costs condition

Whenever the **insured persons** are awarded costs, or under the terms of any settlement where costs are included, those costs are to be repaid to **us**. The **insured persons** and the **insured persons' appointed representative** must make every effort to make a full recovery of costs. Where a settlement purports to be a global or a without-costs settlement or where costs are awarded but not recovered, the **insured persons** agree that a fair and reasonable proportion of that settlement will be deemed as costs and due to **us**. Where such a settlement is paid in instalments, all costs will be paid to **us** first.

### Value Added Tax condition

If **you** are registered for VAT, **we** will not pay the VAT element of any **legal expenses** or **professional expenses**.

### Arc's Privacy and Data Protection Notice

**1 Data Protection**

Arc Legal Assistance Ltd, the **administrator**, are committed to protecting and respecting **your** privacy in accordance with the current **Data Protection Legislation** ("Legislation"). **We**, **us** and **our** in this notice means the **administrator**. Below is a summary of the main ways in which **we** process **your** personal data, for more information please visit www.arclegal.co.uk

**2 How we use your personal data and who we share it with**

**We** may use the personal data **we** hold about **you** for the purposes of providing insurance, handling **claim(s)** and any other related purposes (this may include underwriting decisions made via automated means), research or statistical purposes. **We** will also use **your** data to safeguard against fraud and money laundering and to meet **our** general legal or regulatory obligations.

### 3 Sensitive personal data

Some of the personal information, such as information relating to health or criminal convictions, may be required by **us** for the specific purposes of underwriting or as part of the claims handling process. The provision of such data is conditional for **us** to be able to provide insurance or manage a **claim**. Such data will only be used for the specific purposes set out in **our** notice.

### 4 Disclosure of your personal data

**We** may disclose **your** personal data to third parties involved in providing products or services to **us**, or to service providers who perform services on **our** behalf. These may include, where necessary, affinity partners, brokers, agents, third party administrators, reinsurers, other insurance intermediaries, insurance reference bureaus, credit agencies, medical service providers, fraud detection agencies, loss adjusters, external law firms, external auditors and accountants, regulatory authorities, and as may be required by law.

### 5 International transfers of data

The personal data that **we** collect from **you** may be transferred to, processed and stored at, a destination outside the UK and European Economic Area ("EEA"). **We** currently transfer personal data outside of the UK and EEA to the USA and Israel. Where **we** transfer **your** personal data outside of the UK and EEA, **we** will take all steps necessary to ensure that it is treated securely and in accordance with this privacy notice and the Legislation.

### 6 Your rights

**You** have the right to ask **us** not to process **your** data for marketing purposes, to see a copy of the personal information **we** hold about **you**, to have **your** data deleted (subject to certain exemptions), to have any inaccurate or misleading data corrected or deleted, to ask **us** to provide a copy of **your** data to any controller and to lodge a complaint with the local data protection authority.

### 7 Retention

**Your** data will not be retained for longer than is necessary, and will be managed in accordance with **our** data retention policy. In most cases the retention period will be for a period of seven (7) years following the expiry of the insurance contract, or our business relationship with **you**, unless **we** are required to retain the data for a longer period due to business, legal or regulatory requirements.

# Making a complaint

**We** aim to provide the highest standard of service to every customer.

If **our** service does not meet **your** expectations **we** want to hear about it so **we** can try to put things right.

All complaints **we** receive are taken seriously. Following the steps below will help **us** understand **your** concerns and give **you** a fair response.

## How to make your complaint

The majority of complaints can be resolved quickly and satisfactorily by the department **you** are dealing with. If **your** complaint relates to a claim on **your policy**, please contact the department dealing with **your** claim. If **your** complaint relates to anything else, please contact **your** insurance broker. Telephone contact is often the most effective way to resolve complaints quickly.

Alternatively, **you** can write to **us** at

**AXA complaints:**

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

**All claims complaints:**

Tel: **01204 815359**

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

When **you** make contact please tell **us** the following information:

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

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

## Beyond AXA

If **we** haven't resolved **your** complaint within eight weeks, or **you** are unhappy with **our** final response, **you** may be eligible to refer **your** case to the Financial Ombudsman Service (FOS).

The FOS is an independent body that arbitrates on complaints about general insurance products.

**You** have six months from the date of **our** final response to refer **your** complaint to the FOS. This does not affect **your** right to take legal action.

**The Financial Ombudsman Service**

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

Telephone: **0800 023 4567*** or **0300 123 9123****

Fax: **020 7964 1001**

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

Website: **www.financial-ombudsman.org.uk**

* free for people phoning from a 'fixed line' (for example, a landline at home)
** free for mobile-phone users who pay a monthly charge for calls to numbers starting 01 or 02

## Our promise to you

**We** will

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

Telephone calls may be monitored and recorded.

## Financial Services Compensation Scheme (FSCS)

AXA Insurance UK plc are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation in the unlikely event **we** cannot meet **our** obligations to **you**. This depends on the type of insurance, size of the business and the circumstances of the claim. Further information about the compensation scheme arrangements is available from the FSCS (**www.fscs.org.uk**).

## Legal and tax advice or lifestyle counselling helplines or Legal expenses services complaints

Arc Legal Assistance Ltd aim to get it right, first time, every time. If Arc Legal Assistance Ltd make a mistake, they will try to put it right straight away.

If **you** are unhappy with the service that has been provided, **you** should contact Arc Legal Assistance Ltd at the address below.

Arc Legal Assistance Ltd will always confirm to **you**, within five working days, that they have received **your** complaint.

Within four weeks **you** will receive either a final response or an explanation of why the complaint has not been resolved plus an indication of when **you** will receive a final response.

Within eight weeks **you** will receive a final response or, if this is not possible, a reason for the delay plus an indication of when **you** will receive a final response. After eight weeks, if **you** are unhappy with the delay, **you** may refer **your** complaint to the Financial Ombudsman Service (FOS).

**Arc Legal Assistance Ltd**



Arc Legal Assistance Ltd
PO Box 8921
Colchester
Essex
CO4 5NE



Telephone: **01206 615000**



Email: **customerservice@arclegal.co.uk**

**You** can also refer to the Financial Ombudsman Service (FOS) if **you** cannot settle **your** complaint with Arc Legal Assistance Ltd or before they have investigated the complaint if both parties agree.

## Compensation

Arc Legal Assistance Ltd is covered by the Financial Services Compensation Scheme (FSCS).

If they fail to carry out their responsibilities under this section of the **policy**, **you** may be entitled to compensation from the FSCS.

Information about the scheme is available at **www.fscs.org.uk** or by phone on **0800 678 1100** or **020 7741 4100**.

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**This document is available in other formats.**

If you would like a Braille, large print or audio version, please contact your insurance broker.

**www.axa.co.uk**

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