



Policy Wording

Commercial Combined

Useful Information

Should you require a hard copy of the policy schedule or policy wording please contact your broker

How to make a claim

If You need to make a claim, please contact Your insurance broker. If You need to make a claim outside of office hours please telephone Our claims line on 0345 258 3881 or email us at archonlineclaims@archinsurance.co.uk

Please have Your policy number to hand when calling.

Risk Management Services

To activate your Added Value Service, visit www.archsafetyclick.com and follow the login instructions provided.

- Health and Safety Management
- Human Resources
- Business Law
- Business continuity
- Stress and counselling helpline, telephone 0344 893 9012
- Legal and tax helpline, telephone 0330 100 9617

Contents

Your policy is made up of individual Sections. The booklet should be read together with Your current Schedule for precise details of Your insurance protection. We have also included in the booklet details of the Risk Management Services We provide and what to do if You have a complaint.

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Risk Management Services

As well as insurance cover, Arch Insurance (UK) Limited believes in helping their clients to find practical solutions for the risks they face. That's why we are providing our Risk Management service, Added Value, with this product, which could save you money and also help reduce the likelihood of future claims.

Added Value service includes a library of information, template documents and self assessments on the following subjects:

- Health & Safety Management
- Human Resources
- Business Law

To activate your Added Value Service, visit www.archsafetyclick.com

Read on for more information about Added Value.

Arch Insurance Health and Safety Click

Arch Insurance Health & Safety Click is a simple to use, online system to help business professionals in the management and control of Health & Safety, Human Resource, Business Continuity and Driving at Work. This service provides access to a comprehensive library of specimen documents, templates and self assessments, including an 'ask the expert' helpline service.

As a business owner you will be able to:

- Ensure your business is up to date and compliant with current industry specific legislation to protect you and your employees
- Build a health & safety portfolio for your company and individual staff members
- Keep an account of all your employee details from training to contracts on a secure online site.

Arch Insurance E-learning

This is a web-based, health and safety training system that enables both large and small companies to fulfil their safety training requirements online with greater ease. This diverse system can be accessed securely at any time by your chosen employees as well as your administrator who has full control over the running of your account online.

A training session and assessment can be undertaken in a variety of modules, including:

Workplace Accident Reporting; Asbestos Management; Slips, Trips and Falls; Managing First Aid in the Workplace; Manual Handling; Workplace Health and Safety Management; Workplace Risk Assessment; Workplace Fire Safety.

Each training session lasts between 25 – 30 minutes and includes multiple choice self tests at the end of each training module. The answers to these questions are recorded and a notification of results is then sent to the administrator. A training certificate is also available to print out which includes the test result.

Arch Insurance Business Law

Arch Insurance Law is the gateway to DAS businesslaw which is an online library of legislation, regulation and case law. In addition to providing a range of interactive document builders, the site contains more than 700 business guides covering areas such as Finance, Sales & Marketing, Employment, Legal, Government, Technology and Investors in People.

As a business owner you will be able to:

- Access an online legal library – including business guides, document builders, letters and articles
- Obtain Legal advice through the Business Law helpline
- Access to stress counselling helpline manned 24/7 by professional counsellors – fully confidential and available to policyholders, employees and family members

The DAS Employment Manual is also available which offers comprehensive, up to date guidance on rapidly changing employment law. To view it, please visit www.das.co.uk and select Employment Manual. All the sections of this web based document can be printed off for your own use. Contact us at employmentmanual@das.co.uk with your e-mail address, quoting your policy number and we will contact you by e-mail to inform you of future updates to the information.

For more information visit www.archsafetyclick.com

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Policy Information

(not forming part of your policy)

This Policy is underwritten by Arch Insurance (UK) Limited, 5th Floor, Plantation Place South, 60 Great Tower Street, London EC3R 5AZ – (FCA Register No 229887) authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority

Arch Insurance Group consist of FCA registered companies, including Thomas Underwriting Agency Limited (FCA number 304302) and Axiom Underwriting Agency Limited (FCA number 441460), registered at the address provided, who may act as intermediaries for certain insurers.

This is your Commercial Combined policy, setting out your insurance protection in detail.

Please read it carefully to make sure that it meets your requirements and that the details on the policy Schedule are correct.

Your premium has been based upon the information shown in the policy Schedule and recorded in your statement of fact.

If after reading your policy you have any questions, please contact your insurance adviser.

Fair Processing Notice

The privacy and security of your information is important to us. This notice explains who we are, the types of information we hold, how we use it, who we share it with and how long we keep it. It also informs you of certain rights you have regarding your personal information under current data protection law. The terms used in this Fair Processing Notice relate to the Information Commissioner's Office guidance.

Who are we?

Arch Insurance (UK) Limited which is part of the Arch Insurance group ("Arch"). Arch is the Data Controller of the information you provide us and is registered with the Information Commissioner's Office for the products and services we provide to you.

You can contact us for general data protection queries by email to DPO@archinsurance.co.uk or in writing to Compliance Team, 5th Floor Plantation Place South, 60 Great Tower Street, London EC3R 5AZ. Please advise us of as much detail as possible to comply with your request.

What information do we collect?

We will collect personal information which may include your name, telephone number, email address, postal address, occupation, date of birth, additional details of risks related to your enquiry or product and payment details (including bank account number and sort code) which we need to offer and provide the service or product or deal with a claim.

We may need to request and collect sensitive personal information such as details of convictions or medical history that are necessary for providing you with the product, service or for processing a claim.

We only collect and process sensitive personal data where it is critical for the delivery of a product or service and without which the product or service cannot be provided. We will therefore not seek explicit consent to process this information as the processing is legitimised by its criticality to the service provision. If you object to use of this information then we will be unable to offer you the product or service requested.

How do we use your personal information?

We will use your personal information to

- assess and provide the products or services that you have requested
- communicate with you
- develop new products and services
- undertake statistical analysis

We may also take the opportunity to

- contact you about products that are closely related to those you already hold with us
- provide additional assistance or tips about these products or services
- notify you of important functionality changes to our websites

We make outbound phone calls for a variety of reasons relating to many of our products or services (for example, to update you on the progress of a claim or to discuss renewal of your insurance contract). We are fully committed to the regulations set out by Ofcom and follow strict processes to ensure we comply with them.

To ensure confidentiality and security of the information we hold, we may need to request personal information and ask security questions to satisfy ourselves that you are who you say you are.

We may aggregate information and statistics on website usage or for developing new and existing products and services, and we may also provide this information to third parties. These statistics will not include information that can be used to identify any individual.

Securing your personal information

We follow strict security procedures in the storage and disclosure of your personal information in line with industry practices, including storage in electronic and paper formats.

We store all the information you provide to us, including information provided via forms you may complete on our websites, and information which we may collect from your browsing (such as clicks and page views on our websites).

Any new information you provide us may be used to update an existing record we hold for you.

When do we share your information?

To help us prevent financial crime, your details may be submitted to fraud prevention agencies and other organisations where your records may be searched, including the Claims and Underwriting Exchange (CUE) and the Motor Insurers Anti-Fraud and Theft Register (MIAFTR).

In addition to companies within the Arch Insurance group, third parties (for example insurers or loss adjusters) deliver some of our products or provide all or part of the service requested by you. In these instances, while the information you provide will be disclosed to these companies, it will only be used for the provision and administration of the service provided (for example verification of any quote given to you or claims processing, underwriting and pricing purposes or to maintain management information for analysis).

Policy Information

This may also include conducting a search with a credit reference bureau or contacting other firms involved in financial management regarding payment.

The data we collect about you may be transferred to, and stored at, a destination outside of the European Economic Area ("EEA"). It may also be processed by staff operating outside of the EEA who work for us or for one of our suppliers. Such staff may be engaged in, amongst other things, the provision of information you have requested.

If we provide information to a third party we will require it and any of its agents and/or suppliers to take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this fair processing notice.

We may of course be obliged by law to pass on your information to the police or other law enforcement body, statutory or regulatory authority including but not limited to the Employer's Liability Tracing Office (ELTO) and the Motor Insurance Bureau (MIB).

We may also share your information with anyone you have authorised to deal with us on your behalf.

How long do we keep your information for?

We will not keep your personal information longer than is necessary for the purpose for which it was provided unless we are required by law or have other legitimate reasons to keep it for longer (for example if necessary for any legal proceedings).

We will normally keep information for no more than 6 years after termination or cancellation of a product, contract or service we provide. In certain cases, we will keep your information for longer, particularly where a product includes liability insurances or types of insurance for which a claim could potentially be made by you or a third party at a future date, even after your contract with us has ended.

Your rights

Under data protection law you have the right to change or withdraw your consent and to request details of any personal data that we hold about you.

Where we have no legitimate reason to continue to hold your information, you have the right to be forgotten.

We may use automated decision making in processing your personal information for some services and products. You can request a manual review of the accuracy of an automated decision that you are unhappy with.

Further details of your rights can be obtained by visiting our long form notice at www.archcapgroup.com/Privacy-and-Data-Protection-Policy

Policy Introduction

Your policy is a contract between Us, the insurers, and You, the Policyholder.

In return for You having paid or agreed to pay the premium, We will indemnify You by payment or, at Our option, by reinstatement or repair, in respect of loss, destruction, damage, accident or injury occurring or other insured contingency arising during the Period of Insurance, subject to the terms conditions and exceptions contained



Steve Bashford
Chief Executive of Arch UK Regional Division
A division of Arch Insurance (UK) Limited

Important

This policy is a legal contract between You and Us and designed to be as easy to understand as possible. You must make a fair presentation of the risk to Us at inception, renewal and alteration of the policy.

Your proposal, the Schedule, Your policy and any Endorsements shall be considered as one legal document. It is important that You read all Your documents carefully and let Your insurance broker or adviser know immediately if the insurance does not meet Your requirements or if any information is inaccurate or incomplete. If any changes are required, this may result in changes to the terms and conditions of the policy, or a refusal to provide cover.

We are keen to work in partnership with You and avoid any misunderstandings.

Your Obligations under the Policy

The policy imposes certain obligations upon You which if not complied with may invalidate this insurance or a claim.

Some of these obligations are expressed to be Policy Condition or Conditions Precedent. These are extremely important. If You are in breach of any of these obligations at the time of a loss, We will have no obligation to indemnify You in relation to any claim for that loss. However if a Policy Condition or Conditions Precedent is intended to reduce the risk of a loss of a particular kind, at a particular location or at a particular time, We will not rely on the breach of that Policy Condition or Conditions Precedent to exclude, limit or discharge Our liability if the breach could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

Steps to be taken if You cannot comply

If You are unable to comply with any Policy Condition or Conditions Precedent You should contact Us as soon as reasonably possible through Your insurance broker or adviser. We will decide whether We might be prepared to agree a variation in the policy. All Policy Conditions or Conditions Precedent remain effective unless You receive written confirmation of a variation from Us through Your insurance broker or adviser.

You should keep a written record (including copies of letters) of any information You give Us, or Your insurance broker or adviser, at inception, renewal or making alteration to this policy.

Arch Insurance (UK) Limited
5th Floor
Plantation Place South
60 Great Tower Street
London
EC3R 5AZ

Choice of Law

The appropriate law as set out below will apply unless You and Us agree otherwise:

1. The law applying to that part of the United Kingdom, Channel Islands or the Isle of Man in which You normally live or (if applicable) the first named Policyholder lives; or
2. In the case of a business, the law applying to that part of the United Kingdom, Channel Islands or the Isle of Man where it has its principal place of business; or
3. Should neither of the above be applicable, the law of England and Wales will apply.

Policy Definitions

(not applicable to Legal Expenses Insurance, where separate definitions apply)

Each time We use one of the words or phrases listed below, it will have the same meaning wherever it appears in Your policy unless We state otherwise. A defined word or phrase will start with a capital letter each time it appears in the policy, except for headings and titles.

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

Building or Buildings

Buildings including outbuildings, landlord's fixtures and fittings, extensions and annexes adjoining or communicating with the Buildings, boundary walls, gates, fences, hedges, terraces, drives and footpaths.

Computer and Electronic Equipment

All computers, computer installations and systems, microchips, integrated circuits, microprocessors, embedded systems, hardware, and any electronic equipment, data processing equipment, information repository, telecommunication equipment, computer controlled or programmed machinery, equipment capable of processing data and, or similar devices, whether physically or remotely connected thereto.

Condition Precedent

Any term expressed as Condition Precedent is extremely important. If You are in breach of any of these obligations at the time of a loss, We will have no obligation to indemnify You in relation to any claim for that loss. However if a Condition Precedent is intended to reduce the risk of a loss of a particular kind, at a particular location or at a particular time, We will not rely on the breach of that Condition Precedent to exclude, limit or discharge Our liability if the breach could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

Cyber Vandal

The person or persons, whether identified or not, responsible for, or involved with, creating a Virus or Similar Mechanism or a Denial of Service Attack, unauthorised access to or use of Computer and Electronic Equipment.

Data

All information which is

- (1) electronically stored or
- (2) electronically represented or
- (3) contained on any current and back-up disks, tapes or other materials or devices used for the storage of data,

including but not limited to operating systems, records, programs, software or firmware, code or series of instructions.

Data Storage Materials

Any materials or devices used for the storage or representation of Data including but not limited to disks, tapes, CD-ROMs, DVDs, memory sticks, memory cards or other materials or devices which may or may not also constitute Computer and Electronic Equipment.

Declared Value

Your assessment of the cost of reinstatement of the Property Insured at a level of costs applying at the time that such values are required by Us as the basis for the calculation of the policy premium (ignoring inflationary factors that may subsequently operate) together with insofar as the insurance by the item provides due allowance for debris removal costs,

professional fees and additional cost if reinstatement to comply with European Community and Public Authority requirements.

Denial of Service Attack

(not applicable to Terrorism Insurance Section)

Any actions or instructions with the ability to damage, interfere with or otherwise affect the availability of Computer and Electronic Equipment or Data, including but not limited to the generation of excess traffic into network addresses, the exploitation of system or network weaknesses and the generation of excess or non genuine traffic within, between or amongst networks.

Employee

Any person who is

- (1) under a contract of service or apprenticeship with You
- (2) borrowed by or hired to You
- (3) a labour master or supplied by a labour master
- (4) employed by labour only sub-contractors
- (5) self employed
- (6) under a work experience or training scheme
- (7) a voluntary helper

while working under Your control in connection with The Business

- (8) an outworker or homeworker when engaged in work on Your behalf.

Endorsement or Endorsements

An alteration or alterations to the terms of the policy.

Excess or Excesses

The amount or amounts shown in Your policy or the Schedule which We deduct from each and every claim after the application of Average. See Policy Condition (3).

You will repay any such amount paid by Us.

Failure

Any partial or complete reduction in the

- (1) performance or
- (2) availability or
- (3) functionality or
- (4) the ability to recognise or process any date or time of any
 - (a) Computer and Electronic Equipment
 - (b) electronic means of communication
 - (c) website.

Loss of Data

Physical or electronic or other loss or destruction or alteration or loss of use, whether permanent or temporary, of or damage to Data, of whatsoever nature, in whole or in part, including, but not limited to Loss of Data resulting from loss or damage to Computers and Electronic Equipment or Data Storage Materials, including while stored on Data Storage Materials.

Policy Definitions

Loss of Rent (Payable)

The amount payable for tenancies and other charges rendered in the course of The Business at The Premises immediately before the date of the Damage.

Malicious Contingency

- (1) riot, civil commotion, strikers, locked out workers or persons taking part in labour disturbances.
- (2) malicious persons other than thieves and Cyber Vandals.

Money

Current

- (1) coin, bank and currency notes
- (2) postal and money orders, bankers' drafts, cheques and giro cheques
- (3) crossed warrants, bills of exchange and securities for money
- (4) postage, revenue, national insurance and holiday with pay stamps
- (5) national insurance and holiday with pay cards, national savings certificates, war bonds, premium savings bonds and franking machine impressions
- (6) credit company sales vouchers, luncheon vouchers, trading stamps, gift tokens and consumer redemption vouchers
- (7) VAT invoices.

Period of Insurance

From the effective date until the expiry date shown in the Schedule and any subsequent period for which We accept payment for renewal of this policy.

Property Insured

Property Insured as detailed in the Schedule.

Proposal

Any information provided by You in connection with this insurance.

Schedule

The document which specifies details of the Policyholder, The Premises, The Business, Property Insured, Sums Insured and limits and any Excess(es), additional clauses, Endorsements and other terms and Exceptions and Conditions applying to the policy.

Stock in Trade

Stock in Trade belonging to You or held by You in trust for which You are responsible.

Tenants Improvements

Tenants alterations, improvements and decorations owned by You or for which You are responsible.

The Business

Activities directly connected with the business described in the statement of fact and specified in the Schedule.

The Premises

The premises as stated in the statement of fact and specified in the Schedule.

Trade Contents, Machinery and Plant

Machinery, plant and all other contents belonging to You or held in trust for which You are responsible at The Premises.

Unoccupied

Unoccupied shall mean Buildings that are empty untenanted or no longer in active use.

Virus or Similar Mechanism

Any program code, programming instruction or any set of instructions with the ability to damage, interfere with or otherwise adversely affect Computer and Electronic Equipment or Data, whether involving self-replication or not, including but not limited to trojan horses, worms and logic bombs.

We or Us or Our

(1) In respect of all Sections other than Legal Expenses Insurance Section

Arch Insurance (UK) Limited, 5th Floor, Plantation Place South, 60 Great Tower Street, London EC3R 5AZ – (FCA Register No 229887) authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority

Arch Insurance Group consist of FCA registered companies, including Thomas Underwriting Agency Limited (FCA number 304302) and Axiom Underwriting Agency Limited (FCA number 441460), registered at the address provided, who may act as intermediaries for certain insurers.

(2) Legal Expenses Section

DAS Legal Expenses Insurance Company Limited, authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Financial Services Register number 202106

DAS Head and Registered Office: DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol, BS1 6NH. Registered in England and Wales, number 103274. Website: www.das.co.uk

DAS Law Limited Head and Registered Office: DAS Law Limited, North Quay, Temple Back, Bristol, BS1 6FL. Registered in England and Wales, number 5417859. Website: www.daslaw.co.uk

DAS Law Limited is authorised and regulated by the Solicitors Regulation Authority. DAS Law Limited is listed on the Financial Conduct Authority register to carry out insurance mediation activity, including the administration of insurance contracts, on behalf of DAS Legal Expenses Insurance Company Limited.

You or Your or Policyholder

The person, persons, company, companies, partnership, partnerships or unincorporated associations named in the Schedule as Policyholder.

Asset Protection Insurance

Property Damage Section

Definitions

(also refer to the Policy Definitions at the front of the booklet)

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

Damage

Accidental loss or destruction of or damage to the Property Insured.

Defined Contingency

- (1) fire
- (2) lightning or earthquake
- (3) explosion
- (4) aircraft and other aerial devices or articles dropped from them
- (5) riot, civil commotion, strikers, locked out workers or persons taking part in labour disturbances
- (6) malicious persons other than thieves
- (7) storm or flood
- (8) escape of water from any tank, apparatus or pipe
- (9) falling trees
- (10) impact
- (11) escape of fuel from any fixed oil heating installation.

Glass Excess

The amount (or amounts) shown in the Schedule which We will deduct from each and every claim and will be deducted after the application of Average. See Policy Condition (3).

You will repay any such amount paid by Us.

Property Damage Excess

The amount (or amounts) shown in the Schedule which We will deduct from each and every claim and will be deducted after the application of Average. See Policy Condition (3).

You will repay any such amount paid by Us.

Subsidence Excess

The amount (or amounts) shown in the Schedule which We will deduct from each and every claim and will be deducted after the application of Average. See Policy Condition (3).

You will repay any such amount paid by Us.

Cover

We will indemnify You in respect of Damage occurring during the Period of Insurance at The Premises.

The Sum Insured under each item other than items applying solely to fees, rent, removal of debris, private dwelling houses, churches or buildings in the course of erection is separately subject to Average. See Policy Condition (3).

The maximum We will pay under this Section in any one Period of Insurance will not exceed

- (1) the Sum Insured on each item
or
- (2) the total Sum Insured
or
- (3) any other maximum amount payable or limit of liability specified in the Schedule.

Exceptions

We will not indemnify You in respect of

- (1) Damage caused by or consisting of
 - (a) an existing or hidden defect in the property
 - (b) gradual deterioration or wear and tear
 - (c) frost or change in the water table level
 - (d) faulty design of the Property Insured or faulty materials used in its construction
 - (e) faulty workmanship, operating error or omission by You or any Employee
 - (f) the bursting of
 - (i) a boiler
 - (ii) other equipment
not being used for domestic purposes where the internal pressure is due to steam only and belongs to You or is under Your control.
- (2) Damage caused by or consisting of
 - (a)
 - (i) corrosion, rust or rot
 - (ii) shrinkage, evaporation or loss of weight
 - (iii) dampness or dryness
 - (iv) scratching
 - (v) vermin or insects
 - (vi) mould or fungus
 - (b) change in
 - (i) temperature
 - (ii) colour
 - (iii) flavour
 - (iv) texture or finish
 - (c) nipple or joint leakage or failure of welds
 - (d) cracking, fracturing, collapse or overheating of a boiler, vessel, machine or apparatus in which internal pressure is due to steam only and any associated piping

Asset Protection Insurance

- (e) mechanical or electrical breakdown or derangement of the Property Insured.

However, we will indemnify You in respect of

- (i) Damage not otherwise excluded which itself results from a Defined Contingency or any other accidental cause
- (ii) any subsequent Damage which itself results from a cause not otherwise excluded.

- (3) Damage caused by pollution or contamination.

However, We will indemnify You in respect of Damage, not otherwise excluded, to the Property Insured caused by

- (a) pollution or contamination which results from a Defined Contingency
- (b) a Defined Contingency which results from pollution or contamination.

- (4) Damage caused by or consisting of

- (a) subsidence, ground heave or landslip unless resulting from fire, explosion, earthquake or escape of water from any tank, apparatus or pipe
- (b) normal settlement of new structures
- (c) acts of fraud or dishonesty
- (d)
 - (i) disappearance
 - (ii) unexplained or inventory shortage
 - (iii) misfiling, misplacing of information or clerical error
- (e) theft or attempted theft.

- (5) Damage to a structure caused by its own collapse or cracking.

However, We will indemnify You in respect of such Damage if it results from a Defined Contingency and is not otherwise excluded.

- (6) Damage to

- (a) gates
- (b) fences
- (c) moveable property in the open or in open sided buildings which do not incorporate foundations below ground level

by

- (i) wind
- (ii) rain, hail, sleet or snow
- (iii) flood
- (iv) dust.

- (7) (a) Damage to the Property Insured from its undergoing any process involving the application of heat.
- (b) Damage to that portion of the Property Insured caused by its own self ignition, leakage of electricity, short circuiting, or over-running.
- (c) Damage to the property Insured resulting from its undergoing any process of
 - (i) production or packaging

- (ii) treatment, testing or commissioning
- (iii) servicing or repair.

However, We will indemnify You in respect of such Damage if it is caused by fire or explosion and is not otherwise excluded.

- (8) Damage while any building is Unoccupied caused by

- (a) escape of water from any tank, apparatus or pipe
- (b) malicious persons.

However, We will indemnify You in respect of such Damage if it is caused by fire or explosion and it is not otherwise excluded.

- (9) Damage in respect of

- (a) glass not being fixed glass forming part of the structure of the building
- (b) china, earthenware, marble or other fragile objects (not including Stock in Trade)

However, We will indemnify You in respect of such Damage if it results from a Defined Contingency and is not otherwise excluded.

- (10) Damage in respect of

- (a) vehicles licensed for road use including accessories on or attached to them
- (b) caravans or trailers
- (c) railway locomotives or rolling stock
- (d) watercraft of aircraft
- (e) property in the course of construction including materials for use in the construction
- (f) land, roads or pavements, piers, jetties, bridges, culverts or excavations
- (g) livestock
- (h) growing crops or trees

However, We will indemnify You in respect of Damage to property described in (a) to (f) above if the property is specifically stated as insured in the Schedule and the Damage is not otherwise excluded.

- (11) Damage

- (a) insured by any marine policy
- (b) which would be insured under any marine policy if this policy did not exist

However, We will indemnify You in respect of Damage not otherwise excluded for any sum beyond the amount which would have been payable under the marine policy had this insurance not existed.

- (12) Damage more specifically insured by You or on Your behalf.

- (13) consequential loss or damage of any kind.

However, We will indemnify You in respect of rent when this cover is specified in the Schedule and the Damage is not otherwise excluded.

- (14) Damage by pressure waves from aircraft or aerial devices.

Asset Protection Insurance

- (15) any Damage whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss
- (a) Terrorism
 - (b) civil commotion in Northern Ireland
 - (c) any action taken in controlling, preventing, suppressing or in any way relating to (a) and, or (b) above.

Terrorism means

- (i) in respect of Damage occurring in England Wales and Scotland only (but not the territorial seas adjacent thereto as defined by the Territorial Seas Act 1987 nor the Isle of Man or the Channel Islands) acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of Her Majesty's government in the United Kingdom or any other government de jure or de facto
 - (ii) in respect of Damage occurring in any territory not specified in (i) above any act or acts including but not limited to
 - the use or threat of force and, or violence and, or
 - harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm or damage by nuclear and, or chemical and, or biological and, or radiological meanscaused or occasioned by any person(s) or group(s) of persons or so claimed in whole or in part for political religious ideological or similar purposes.
- In any action suit or other proceedings where We allege that any Damage results from Terrorism as defined above and is therefore not covered by this Section the burden of proving that any such Damage is covered under this Section will be upon You.

- (16) The Property Damage Excess stated in the Schedule.

Cover Extensions

(1) Glass Extension

We will indemnify You in respect of

- (a) breakage (including the cost of boarding up) of fixed glass at The Premises
 - (b) (i) Damage at The Premises to
 - contents of display windows
 - window and door frames
 - (ii) the cost of removing and reinstating obstructions to replacing fixed glass
 - (iii) the cost of replacing alarm foil, lettering, painting, embossing, silvering, or other ornamental work on the fixed glass
- occurring during the Period of Insurance

- (c) breakage of fixed
 - (i) washhand basins, pedestals, baths, sinks
 - (ii) lavatory bowls, bidets, cisterns
 - (iii) shower trays, splashbacks at The Premises.

The maximum that We shall pay in respect of item (b) (i), (ii) and (iii) is £1,000 during any one Period of Insurance.

We will not indemnify You in respect of

- (1) breakage of glass in
 - (a) light fittings
 - (b) signs
 - (c) vehicles
 - (d) vending machines
 - (e) Stock in Trade or goods in trust
- (2) breakage of glass
 - (a) while The Premises are Unoccupied or disused
 - (b) in transit or while being fitted
 - (c) caused by workmen carrying out alterations or repairs to The Premises.
- (3) Damage to glass caused by
 - (a) scratching
 - (b) gradual deterioration or wear and tear
 - (c) change in colour or finish
 - (4) the Glass Excess as stated in the Schedule.

(2) Subsidence Extension

(applicable only if stated in the Schedule.)

We will indemnify You in respect of Damage not otherwise excluded to the Property Insured at The Premises caused by subsidence, or ground heave of the site of the Property Insured or landslip.

We will only indemnify You in respect of Damage to

- (a) forecourts, car parks, driveways, footpaths, swimming pools, terraces or patios
- (b) walls, gates, hedges or fences

If,

- (i) such property is specifically insured by this Section
- and
- (ii) Damage also occurs to the building to which such property applies and that building is insured by this Section.

We will not indemnify You in respect of

- (1) Damage caused by
 - (a) collapse, cracking, shrinking or settlement of any building
 - (b) coastal or river erosion
 - (c) defective design or inadequate construction of foundations

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- (d) demolition, structural alteration or repair
- (e) settlement or movement of made up ground
- (2) Damage as a result of movement of solid floor slabs.

However, We will indemnify You in respect of Damage not otherwise excluded if there is Damage to the foundations beneath the exterior walls of The Premises at the same time.

- (3) the Subsidence Excess stated in the Schedule.

Clauses

The following Clauses apply to this Section.

(1) Automatic Reinstatement of Sum Insured

The Sums Insured stated in the Schedule, will not be reduced by the amount of any claim unless We or You give notice to the contrary.

You must pay the additional premium required to reinstate the Sums Insured.

(2) Construction Heating and Occupation of the Buildings

Unless otherwise stated in the Schedule the Buildings are

- (a) constructed of brick, stone, concrete or other non-combustible materials
- (b) roofed with slates, tiles, concrete, metal or asbestos
- (c) heated by
 - (i) low pressure hot water or steam
 - (ii) oil fired space heaters fed from a fuel tank in the open
 - (iii) overhead gas or electrical appliances
 - (iv) gas or electrical fires in offices only.
- (d) occupied for the sole purpose of The Business and otherwise only a private dwelling.

(3) Transfer of Interest

If at the time of Damage to a Building insured under this Section You have entered into a contract to sell Your interest in it, but

- (a) the contract has not yet been completed
- and
- (b) the Building has not yet been insured by or on behalf of the purchaser
- and
- (c) the purchase is subsequently completed,

We will indemnify the purchaser to the extent that this Section insures that Building.

This will not effect either Your or Our rights and liabilities up to the date of completion of the purchase.

(4) Basis of Claim Settlement – Reinstatement

Unless otherwise stated in the Schedule in the event of Damage the basis upon which We will calculate the amount We will pay for any claim will be the reinstatement of the Property Insured lost, destroyed or damaged, subject to the following conditions

- (a) If Property Insured other than Stock in Trade, Employee's, pedal cycles, motor vehicles, rent or personal items is lost or destroyed, We will pay for its rebuilding or replacement by similar property in a condition as good as, but not better than or more extensive than, its condition when new.

If such Property Insured is only partially destroyed, We will pay for the replacement or repair of the damaged portion to a condition as good as, but not better or more extensive than, its condition when new.

However, We will not pay more than We would have done if the property had been completely destroyed.

- (b) The Property Insured may be replaced on another site and in a manner suitable to Your needs, but this must not increase Our liability.
- (c) All work must begin and be carried out as quickly as possible.
- (d) If at the time of rebuilding or replacement 85% of what it would have cost to replace the whole of the Property Insured under that Item is greater than the Sum Insured at the time the Damage occurred You will be liable to bear a proportionate share of the loss.
- (e) We will not pay under this Clause
 - (i) until You have incurred the cost of replacing or repairing the Property Insured
 - (ii) if You, or someone acting on Your behalf have insured the property under another policy which does not have a similar basis of reinstatement
 - (iii) if You do not comply with any of the terms of this Clause.
- (f) We will indemnify You in respect of Loss of Rent as insured under this Section resulting from the Building or any part of the Building
 - (i) generating the rent received
 - or
 - (ii) for which rent is payable

being made unfit for The Business due to Damage insured by this Section.

The maximum amount that We will pay You under this Clause will be the proportion of the Sum Insured which equals but does not exceed the proportion of the period of rent insured necessary to make the building fit for occupation.

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(5) Professional Fees

The Sum Insured for each Buildings and Trade Contents, Machinery and Plant Item(s) described in the Schedule includes an amount for professional fees necessarily incurred in reinstating or repairing the Property Insured, following Damage insured by this Section.

We will not indemnify You in respect of fees

- (a) more specifically insured
- (b) incurred in preparing a claim.

(6) Debris Removal

The Sum Insured for each Item, other than rent if insured, includes costs and expenses You incur, with Our consent, for

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

of the parts of the property which have suffered Damage insured under this Section.

We will not indemnify You in respect of costs and expenses

- (a) incurred in removing debris from anywhere other than the site of the Damage and the area immediately adjacent to it
- (b) arising from pollution or contamination of property not insured by this Section
- (c) more specifically insured.

The maximum We will pay for costs and expenses in respect of Stock in Trade is £10,000.

(7) Temporary Removal for Cleaning or Renovation

We will indemnify You in respect of Damage insured by this Section other than to Stock in Trade, while temporarily removed for cleaning, renovation or repair or similar purposes

- (i) to another part of The Premises
- (ii) to any other premises in England, Wales, Scotland, Northern Ireland, the Channel Islands and the Isle of Man including whilst in transit by road, rail or inland waterway.

The maximum We will pay is 15% of the item Sum Insured after the deduction of the value of any building and Stock in Trade included within the item insured.

We will not indemnify You in respect of

- (a) Property insured elsewhere
- (b) property removed for more than 90 consecutive days unless We agree a longer period in writing
- (c) damage occurring elsewhere than at The Premises to motor vehicles or motor chassis licenced for normal road use.

(8) Temporary Removal – Documents and Computer Systems Records

Where any Item under this Section includes documents and computer systems records We will indemnify You in respect of Damage insured by this Section to such property while

- (a) temporarily removed to any premises not occupied by You
- (b) In transit by road, rail or inland waterway

in England, Wales, Scotland, Northern Ireland, the Channel Islands and the Isle of Man.

The maximum We will pay is 15% of the total property described in this Clause.

(9) Underground Services

Where We provide indemnity in respect of Your Buildings, or You are liable as tenant, We will indemnify You in respect of accidental damage to underground

- (a) pipes
- (b) cables

which extend from the Buildings to the public mains.

We will not indemnify You in respect of

- (1) the cost of maintenance
- (2) damage caused by
 - (a)
 - (i) gradual deterioration or wear and tear
 - (ii) corrosion, rust, rot or fungus
 - (iii) vermin or insects
 - (iv) atmospheric or climatic conditions
 - (v) normal settlement or shrinkage
 - (b) faulty workmanship, defective design or the use of defective materials.

(10) Loss of Metered Water

We will pay for charges for which You are responsible, if water is accidentally discharged from a metered water system providing service to The Premises.

The maximum amount that We will pay in respect of any one claim is £10,000.

(11) All Other Contents

This term includes

- (a) documents, manuscripts and business books
- (b) computer systems records
- (c) patterns, models, moulds, plans and designs

but only for

- (i) the value of the materials
- (ii) the cost of labour and computer time spent in reproducing them.

The maximum amount We will pay in respect of any one claim for computer systems records is £25,000.

We will not pay for

- expenses in connection with producing information to be recorded
- the value to You of any information lost.

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- (d) personal belongings, pedal cycles, tools and instruments belonging to You or any of Your directors, Employees, customers or visitors but only if they are not more specifically insured.

The maximum We will pay in respect of any one claim for any one person's property is £1,000.

- (e) Rare books or works of art.

The maximum amount We will pay in respect of any one article is £2,000 and £10,000 in total for any one claim.

- (f) wines, spirits, cigarettes and tobacco held for Your own private entertainment purposes.

The maximum We will pay is £500 any one claim.

- (g) trade samples and goods in transit held at The Premises.

The maximum amount We will pay is £500 any one claim.

(12) European Union & Public Authorities' Including Undamaged Property

Following Damage insured by this Section, to any item on Buildings, Tenants Improvements or Trade Contents Machinery and Plant described in the Schedule. We will pay the additional cost of reinstating the Property Insured including undamaged portions necessary to comply with any

- (a) European Union Legislation
- (b) Act of Parliament
- (c) Bye-Laws of any Public Authority.

We will not indemnify You in respect of

- (1) costs incurred
 - (a) in respect of Damage not insured by this Section
 - (b) where notice was served on You before the Damage occurred
 - (c) where an existing requirement must be completed within a stipulated period
 - (d) in respect of property or parts of the property which have not suffered Damage
- (2) any charge or assessment arising from capital appreciation following compliance with any legislation or bye law.

The reinstatement of the Property Insured

- (i) must begin and be carried out as quickly as possible
- (ii) may be carried out on another site and in a manner suitable to Your needs but this must not increase Our liability.

If Our liability under this Section is reduced by the application of any terms Exceptions or Conditions of this policy, Our liability under this Clause will be similarly reduced.

The maximum We will pay under this Clause in respect of

- (A) Property Insured which has suffered Damage is the Sum Insured

- (B) undamaged portions of Property Insured other than foundations but including water supply equipment is 15% of the amount We would have been liable to pay if the Property Insured by the item at The Premises where Damage occurred had been completely destroyed.

(13) Trace and Access

We will pay reasonable costs and expenses incurred with Our consent

- (1) in locating the actual source of Damage and
- (2) any repairs directly arising from (1)

caused by the escape of water from any tank, apparatus or pipe or leakage of fuel from any fixed oil heating installation, provided such Damage is insured by this Section.

We will not indemnify You in respect of costs or expenses incurred where Damage results solely from a change in the water table level.

The maximum We will pay is £10,000 in any one Period of Insurance.

(14) Capital Additions

We will indemnify You in respect of loss, destruction of or damage to

- (a) newly built and, or newly acquired Buildings and, or Trade Contents, Machinery and Plant and
- (b) alterations additions and improvements to Buildings and, or Machinery but not in respect of any appreciation in value

anywhere in England, Wales, Scotland, Northern Ireland, the Channel Islands and the Isle of Man provided that

- (i) at any one situation this cover shall not exceed
 - (a) 10% of the total Buildings and Machinery Sum Insured by this Section
 - or
 - (b) £500,000

whichever is lower.

- (ii) You undertake to give particulars of such extension of cover as soon as practicable and to effect specific insurance thereon retrospective to the date of the commencement of Our liability

- (iii) the provisions of this Clause shall be fully maintained notwithstanding any specific insurance effected under (ii) above.

(15) Lamps, Signs and Nameplates

We will indemnify You in respect of Damage as insured by this Section to

- (a) lamps
- (b) signs

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(c) nameplates
used in connection with The Business at The Premises.

The maximum that We will pay in respect of any one item is £1,000.

(16) Emergency Services Damage to Gardens

We will indemnify You in respect of costs and expenses necessarily incurred in reinstating or repairing landscape gardens and grounds following damage caused by emergency services equipment or personnel in attending The Premises as a result of a Defined Contingency.

The maximum We will pay in respect of any one claim is £10,000.

(17) Change of Occupancy

You must tell Us immediately if

- (1) any Building stated in the Schedule becomes Unoccupied or disused
- (2) any Unoccupied or disused Building stated in the Schedule, or any part of it becomes occupied.

(18) Contract Sale Price

If goods sold but not delivered, for which You are responsible, suffer Damage insured by this Section and because of this, the contract of sale is cancelled under the conditions of sale, Our liability will be on the basis of the contract price for the goods which have suffered Damage.

Any calculation for the purpose of Average will be on the basis of the contract price for all goods sold but not delivered, whether suffering Damage or not.

(19) Customers Goods

The Stock in Trade Items stated in the Schedule extend to include

- (1) customers goods
- (2) goods for which Your customers are legally responsible, while these goods are temporarily in Your custody or control and for which You have accepted responsibility but only to the extent they are not more specifically insured.

(20) Description of Property

In determining the Item under which property is insured, We will accept the description given in Your business records.

(21) Drains

The Sum Insured for each Buildings and Trade Contents, Machinery and Plant Item extends to include an amount necessarily and reasonably incurred by You, and which We agree to for cleaning and, or clearing of

- (1) drains
- (2) sewers
- (3) gutters

for which You are responsible, following Damage insured by this Section.

(22) Fire Extinguishing Expenses

We will indemnify You in respect of costs and expenses incurred in refilling, recharging or replacing any

- (1) portable fire extinguishing appliances
- (2) local fire suppression system
- (3) fixed fire suppression system
- (4) sprinkler installation
- (5) sprinkler heads

as a result of Damage as insured by this Section.

We will not indemnify You in respect of any costs and expenses recoverable from the maintenance company or fire service.

The maximum amount We will pay in respect of any one claim is £10,000.

(23) Subrogation Waiver

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

- (1) any company whose relationship to You is either a parent to subsidiary or subsidiary to parent
- (2) any company which is a subsidiary of a parent company of which You are a subsidiary

as defined in, or within the meaning of the relevant Companies Act or Companies (N.I.) Order, current at the time of the Damage.

(24) Workmen

Repairs and minor structural alterations may be carried out at The Premises without affecting the Cover.

(25) Non-invalidation

The insurance by this Section will not be invalidated by any

- (1) act
- or
- (2) omission
- or
- (3) alteration

either unknown to You or beyond Your control which increases the risk of Damage.

However, You must

- (a) notify Us immediately You become aware of any such act, omission or alteration

and

- (b) pay any additional premium required.

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(26) Day One (Non Adjustable)

For each Item of Property Insured to which this Clause applies (as stated in the Schedule).

- (1) the first and annual premiums are based upon the Declared Value as stated in the Schedule.

Declared Value shall mean

Your assessment of the cost of reinstatement of the Property Insured arrived at in accordance with paragraph (1) of the Basis of Settlement – Reinstatement Clause at the level of costs applying at the start of the Period of Insurance (ignoring inflationary factors which may operate subsequently) together with an allowance for

- (a) the additional cost of reinstatement to comply with
 - (i) European Union Legislation
 - (ii) Act of Parliament
 - (iii) Bye-Laws of any public authority
- (b) professional fees
- (c) debris removal costs.

The Declared Value incorporated in each Item is stated in the Schedule.

- (2) You must notify Us of the Declared Value at the start of each Period of Insurance.

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

- (3) Paragraphs (d) and (e) of the Basis of Settlement – Reinstatement Clause are restated as follows
 - (d) if, at any time of the Damage, the Declared Value is less than the cost of reinstatement of the Property Insured, arrived at in accordance with paragraph (1) of this Clause at the start of the Period of Insurance, Our liability for any Damage will be limited to that proportion which the Declared Value bears to the cost of reinstatement of the Property Insured arrived at in accordance with paragraph (1) of this Clause.
 - (e) We will not pay under this Clause
 - (i) until You have incurred the cost of replacing or repairing the Property Insured
 - (ii) if You, or someone acting on Your behalf, have insured the property under another policy which does not have the same basis of reinstatement
 - (iii) if You do not comply with any of the provisions of this Clause.

However the Sums Insured will be limited to 108% of the Declared Values stated in the Schedule.

- (4) The maximum We will pay in respect of each separate location subject to this Clause is as stated in the Schedule.

(27) Theft Damage to Buildings

We will indemnify You in respect of Damage to Buildings at The Premises, for which You are responsible by

- (1) theft or attempted theft involving entry to or exit from Buildings by forcible and violent means
- or
- (2) theft involving violence or threat of violence to You, Your partners, directors or Employees.

We will not indemnify You in respect of

- (a) Damage
 - (i) caused to any property other than Buildings
 - (ii) caused by any person lawfully in the Buildings
 - (iii) while the Building is Unoccupied or disused
 - (iv) more specifically insured
- (b) the Property Damage Excess stated in the Schedule.

(28) Exhibitions

We will indemnify You in respect of Damage to Stock in Trade whilst at any exhibition within England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man for a period not exceeding 15 days.

The maximum we will pay is £25,000 any one claim.

Conditions Precedent

The following Condition Precedent applies.

(1) Fire Extinguishing Appliances Condition

It is a Condition Precedent to Our liability to make any payment under Defined Contingency (1) fire of this Section that You must maintain all fire extinguishing appliances on The Premises in proper working order.

Additional Clauses, Endorsements and Any Other Terms Exceptions and Conditions

This Section is subject to any Additional Clauses, Endorsements and any other terms Exceptions and Conditions stated as operative or applicable in the Schedule.

Asset Protection Insurance

Theft Section

(applicable only if stated in the Schedule)

Definitions

(also refer to the Policy Definitions at the front of the booklet)

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

Damage

Loss or destruction of or damage to the Property Insured.

Theft Excess

The amount (or amounts) shown in the Schedule which We will deduct from each and every claim and will be deducted after the application of Average. See Policy Condition (3).

You will repay any such amount paid by Us.

Cover

We will indemnify You in respect of Damage occurring during the Period of Insurance in The Premises caused by

- (a) theft or attempted theft involving entry into or exit from The Premises by forcible and violent means
- (b) theft involving violence or threat of violence to You, Your partners, directors or Employees

The Sum Insured under each item is separately subject to Average. See Policy Condition (3).

The maximum We will pay under this Section in any one Period of Insurance will not exceed

- (1) the Sum Insured on each item
or
- (2) the total Sum Insured
or
- (3) any other maximum amount payable or limit or liability specified in the Schedule.

Exceptions

We will not indemnify You in respect of

- (1) Damage
 - (a) in any part of The Premises not occupied by You in connection with The Business
 - (b) in yards, open sided buildings, compounds, or other open spaces unless specifically mentioned in the Schedule
 - (c) while The Premises are Unoccupied

- (d) caused by or consisting of acts of fraud or dishonesty
However, We will indemnify You in respect of Damage where any of Your Employees are involved as principal or accessory
- (e) caused by or consisting of
 - (i) disappearance
 - (ii) unexplained or inventory shortage
 - (iii) misfiling, misplacing of information or clerical error.

- (2) Damage in respect of
 - (a) audio and visual equipment
 - (b) tobacco, cigarettes, cigars, wines and spirits exceeding £1,000 in total
 - (c) computer hardware and software
 - (d) explosives
 - (e) furs
 - (f) gold and silver articles
 - (g) goods held in trust or on commission
 - (h) jewellery and precious stones
 - (i) Money and bullion
 - (j) non-ferrous metals
 - (k) securities and bondsunless specifically stated in the Schedule.

- (3) Damage
 - (a) where You or Your partners, directors or Employees or any member of Your household is involved as principal or accessory
 - (b) caused by any person lawfully in The Premises
 - (c) caused directly or indirectly by fire
 - (d) caused by explosion

However, We will indemnify You in respect of Damage where explosives are used in connection with theft or attempted theft as described in Cover (a) or (b) provided Damage by explosion is not insured elsewhere.

- (e) to glass

However, We will indemnify You in respect of Damage to glass not insured elsewhere.

- (4) Damage to property more specifically insured by You or on Your behalf.
- (5) any consequential loss or damage.
- (6) the Theft Excess as stated in the Schedule.

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Clauses

The following Clauses apply to this Section.

(1) Automatic Reinstatement of Sum Insured

The Sums Insured stated in the Schedule will not be reduced by the amount of any claim unless We or You give notice to the contrary.

You must pay the additional premium required to reinstate the Sums Insured.

(2) Basis of Claim Settlement – Reinstatement

Unless otherwise stated in the Schedule in the event of Damage the basis upon which We will calculate the amount We will pay for any claim will be the reinstatement of the Property Insured lost, destroyed or damaged, subject to the following conditions

- (a) If Property Insured other than Stock in Trade, Employees' pedal cycles, motor vehicles or personal items is lost or destroyed, We will pay for its rebuilding or replacement by similar property in a condition as good as, but not better or more extensive than, its condition when new.

If such Property Insured is only partially destroyed, We will pay for the replacement or repair of the damaged portion to a condition as good as, but not better or more extensive than, its condition when new.

However, We will not pay more than We would have done if the property had been completely destroyed.

- (b) The Property Insured may be replaced on another site and in a manner suitable to Your needs, but this must not increase Our liability.
- (c) All work must begin and be carried out as quickly as possible.
- (d) If at the time of rebuilding or replacement 85% of what it would have cost to replace the whole of the Property Insured under that Item, is greater than the Sum Insured at the time the Damage occurred You will be liable to bear a proportionate share of the loss.
- (e) We will not pay under the Clause
- (i) until You have incurred the cost of replacing or repairing the Property Insured
 - (ii) if You, or someone acting on Your behalf have insured the property under another policy which does not have a similar basis of reinstatement
 - (iii) if You do not comply with any of the terms of this Clause.

(3) Professional Fees

The Sum Insured for each Item, excluding Stock in Trade, includes an amount for professional fees necessarily incurred in reinstating or repairing the Property Insured, following Damage insured by this Section.

We will not indemnify You in respect of fees

- (a) more specifically insured
- (b) incurred in preparing a claim.

(4) Debris Removal

The Sum Insured for each Item includes costs and expenses You incur, with Our consent, for

- (a) removal of debris
- (b) dismantling or demolishing
- (c) shoring up or propping

of the parts of the property which have suffered Damage insured under this Section.

We will not indemnify You in respect of costs and expenses

- (i) incurred in removing debris from anywhere other than the site of the Damage and the area immediately adjacent to it
- (ii) arising from pollution or contamination of property not insured by this Section
- (iii) more specifically insured.

(5) Temporary Removal for Cleaning or Renovation

We will indemnify You in respect of Damage insured by this Section other than to Stock in Trade, while temporarily removed for cleaning, renovation or repair or similar purposes

- (i) to another part of The Premises
- (ii) to any other premises in England, Wales, Scotland, Northern Ireland, the Channel Islands and the Isle of Man including whilst in transit by road, rail or inland waterway.

The maximum We will pay is 15% of the item Sum Insured after the deduction of the value of any Building and Stock in Trade included within the item insured.

We will not indemnify You in respect of

- (a) Property insured elsewhere
- (b) property removed for more than 90 consecutive days unless We agree a longer period in writing.

(6) Temporary Removal – Documents and Computer Systems Records

Where any Item under this Section includes documents and computer systems records We will indemnify You in respect of Damage insured by this Section to such property while

- (a) temporarily removed to any premises not occupied by You
- (b) in transit by road, rail or inland waterway
in England, Wales, Scotland, Northern Ireland, the Channel Islands and the Isle of Man.

The maximum We will pay is 15% of the total property described in this Clause.

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(7) Changing Locks

We will indemnify You in respect of the cost of changing locks at The Premises following loss of keys, including safe keys, by theft or attempted theft from

- (a) The Premises
- (b) Your home
- (c) Your directors homes
- (d) Your authorised Employees homes

or whilst in Your custody or that of an Employee following theft involving violence or threat of violence to You or an Employee.

If the keys belong to a safe they must be

- (i) removed from The Premises overnight
- (ii) kept in a secure place away from the safe when You or an Employee occupy The Premises.

The maximum We will pay in respect of any one claim is £1,500.

(8) All Other Contents

This term includes

- (a) documents, manuscripts and business books
- (b) computer systems records
- (c) patterns, models, moulds, plans and designs

but only for

- (i) the value of the materials
- (ii) the cost of labour and computer time spent in reproducing them.

The maximum amount We will pay in respect of any one claim for computer systems records is £25,000.

We will not pay for

- expenses in connection with producing information to be recorded
- the value to You of any information lost
- (d) personal belongings, pedal cycles, tools and instruments belonging to You or any of Your directors, Employees, customers or visitors but only if they are not more specifically insured.

The maximum We will pay in respect of any one claim for any one person's property is £1,000.

- (e) Rare books or works of art.

The maximum amount We will pay in respect of any one article is £2,000 and £10,000 in total for any one claim.

- (f) wines, spirits, cigarettes and tobacco held for Your own private entertainment purposes.

The maximum We will pay is £500 any one claim.

- (g) trade samples and goods in transit held at The Premises.

The maximum amount We will pay is £500 any one claim.

(9) European Union & Public Authorities' Including Undamaged Property

Following Damage insured by this Section, to any item on Buildings, Tenants Improvements or Trade Contents, Machinery and Plant described in the Schedule. We will pay the additional cost of reinstating the Property Insured including undamaged portions necessary to comply with any

- (a) European Union Legislation
- (b) Act of Parliament
- (c) Bye-Laws of any Public Authority.

We will not indemnify You in respect of

- (1) costs incurred
 - (a) in respect of Damage not insured by this Section
 - (b) where notice was served on You before the Damage occurred
 - (c) where an existing requirement must be completed within a stipulated period
 - (d) in respect of property or parts of the property, which have not suffered Damage
- (2) any charge or assessment arising from capital appreciation following compliance with any legislation or bye law.

The reinstatement of the Property Insured

- (i) must begin and be carried out as quickly as possible
- (ii) may be carried out on another site and in a manner suitable to Your needs but this must not increase Our liability.

If Our liability under this Section is reduced by the application of any terms Exceptions or Conditions of this policy, Our liability under this Clause will be similarly reduced.

The maximum We will pay under this Clause in respect of

- (A) Property Insured which has suffered Damage is the Sum Insured
- (B) undamaged portions or Property Insured other than foundations but including water supply equipment is 15% of the amount We would have been liable to pay if the Property Insured by the item at The Premises where Damage occurred had been completely destroyed.

(10) Lamps, Signs and Nameplates

We will indemnify You in respect of Damage as insured by this Section to

- (a) lamps
- (b) signs

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(c) nameplates used in connection with The Business at The Premises.

The maximum that We will pay in respect of any one item is £1,000.

(11) Description of Property

In determining the Item under which property is insured, We will accept the description given in Your business records.

(12) Day One (Non Adjustable)

For each Item of Property Insured to which this Clause applies (as stated in the Schedule).

(1) the first and annual premiums are based upon the Declared Value as stated in the Schedule.

Declared Value shall mean

Your assessment of the cost of reinstatement of the Property Insured arrived at in accordance with paragraph (1) of the Basis of Settlement – Reinstatement Clause at the level of costs applying at the start of the Period of Insurance (ignoring inflationary factors which may operate subsequently) together with an allowance for

(a) the additional cost of reinstatement to comply with

- (i) European Union Legislation
- (ii) Act of Parliament
- (iii) Bye-Laws of any public authority

(b) professional fees

(c) debris removal costs.

The Declared Value incorporated in each Item is stated in the Schedule.

(2) You must notify Us of the Declared Value at the start of each Period of Insurance.

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

(3) Paragraphs (d) and (e) of the Basis of Settlement-Reinstatement Clause are restated as follows

(d) if, at any time of the Damage, the Declared Value is less than the cost of reinstatement of the Property Insured, arrived at in accordance with paragraph (1) of this Clause at the start of the Period of Insurance, Our liability for any Damage will be limited to that proportion which the Declared Value bears to the cost of reinstatement of the Property Insured arrived at in accordance with paragraph (1) of this Clause.

(e) We will not pay under this Clause

- (i) until You have incurred the cost of replacing or repairing the Property Insured
- (ii) if You, or someone acting on Your behalf, have insured the property under another policy which does not have the same basis of reinstatement

(iii) if You do not comply with any of the provisions of this Clause.

However the Sums Insured will be limited to 108% of the Declared Values stated in the Schedule.

(4) The maximum We will pay in respect of each separate location subject to this Clause is as stated in the Schedule.

(13) Exhibitions

We will indemnify You in respect of Damage to Stock in Trade whilst at any exhibition within England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man for a period not exceeding 15 days.

The maximum we will pay is £25,000 any one claim.

(14) Subrogation Waiver

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

- (1) any company whose relationship to You is either a parent to subsidiary or subsidiary to parent
 - (2) any company which is a subsidiary of a parent company of which You are a subsidiary
- as defined in, or within the meaning of the relevant Companies Act or Companies (N.I.) Order, current at the time of the Damage.

(15) Contract Sale Price

If goods sold but not delivered, for which You are responsible suffer Damage insured by this Section and because of this, the contract of sale is cancelled under the conditions of sale, Our liability will be on the basis of the contract price for the goods which have suffered Damage.

Any calculation for the purpose of Average will be on the basis of the contract price for all goods sold but not delivered, whether suffering Damage or not.

(16) Customers Goods

The Stock and Materials in Trade Items stated in The Schedule extend to include

- (1) customers goods
- (2) goods for which Your customers are legally responsible, while these goods are temporarily in Your custody or control and for which You have accepted responsibility but only to the extent they are not more specifically insured.

(17) Non-invalidating

The insurance by this Section will not be invalidated by any

- (1) act
- or
- (2) omission
- or

Asset Protection Insurance

(3) alteration

either unknown to You or beyond Your control which increases the risk of Damage.

However, You must

(a) notify Us immediately You become aware of any such act, omission or alteration

and

(b) pay any additional premium required.

Additional Clauses, Endorsements and Any Other Terms Exceptions and Conditions

This Section is subject to any Additional Clauses, Endorsements and any other terms Exceptions and Conditions stated as operative or applicable in the Schedule.

Asset Protection Insurance

Money and Assault Section

(applicable only if stated in the Schedule)

Definitions

(also refer to the Policy Definitions at the front of the booklet)

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

Bodily Injury

Bodily Injury by violent and visible means which, directly and independently of any other cause, results in death or disablement.

Business Hours

Your normal working hours and any other period during which You or any Employees, entrusted with Money are on The Premises in connection with The Business.

Insured Person

You or Your directors, principals or Employees aged between 16 and 65.

Loss of Limb

- (1) severance at or above the wrist or ankle
or
- (2) total and permanent loss of use of a hand, arm, foot or leg.

Money Excess

The amount (or amounts) shown in the Schedule which We will deduct from each and every claim and will be deducted after the application of Average. See Policy Condition (3).

You will repay any such amount paid by Us.

Cover – Money

We will indemnify You in respect of

- (1) loss of Money, up to the Limit Any One Loss stated in the Schedule which
 - (a) belongs to You
or
 - (b) You are responsible for
in connection with The Business while
 - (i) in transit
 - (ii) in the custody of collectors for 24 hours from the time they receive it or until the next working day whichever is later
 - (iii) on contract sites while You or Your Employees are working there
 - (iv) on The Premises

- (v) at Your home or that of Your directors, principals or Employees
 - (vi) in a bank night safe until removed by the bank
 - (2) the cost of replacement or repair following loss of or damage to any
 - (a) safe or strongroom
 - (b) any case, bag, or waistcoat used for carrying Money following theft or attempted theft of Money
 - (3) loss of or damage to clothing and personal belongings owned by You, Your principals or any Employee up to a limit of £500 per person following theft or attempted theft of Money involving violence or threat of violence occurring during the Period of Insurance.

Specification

Item 1

Cards, crossed cheques, crossed giro cheques, crossed money orders, crossed postal orders, crossed bankers' drafts, crossed warrants, national savings certificates, premium savings bonds, franking machine impressions, postage and revenue stamps, luncheon vouchers, consumer redemption vouchers, trading stamps, gift tokens, credit company sales vouchers and VAT invoices

Limit Any One Loss

£500,000

Item 2 – Money other than described in Item 1

- (a) in transit or in a bank night safe until removed by a bank official

Limit Any One Loss

As stated in the Schedule

- (b) on contract sites while You or any Employee is working there

Limit Any One Loss

As stated in the Money in Transit Limit in the Schedule

- (c) at Your home or the home of any Employee or principal

Limit Any One Loss

£500

Item 3 – Money other than described in Item 1

on The Premises

- (a) during Business Hours

Limit Any One Loss

As stated in the Schedule

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- (b) contained in a locked safe outside Business Hours

Limit Any One Loss

As stated in the Schedule

- (c) not contained in a locked safe outside Business Hours

Limit Any One Loss

£500

- (d) in vending or gaming machines on The Premises

Limit Any One Loss

£500

- (e) personal money belonging to the resident owner or manager

Limit Any One Loss

£100

Exceptions – Money

We will not indemnify You in respect of

- (1) loss or shortages due to clerical or accounting errors, or omissions, accountancy depreciation, currency fluctuation or consequential loss of any kind
- (2) loss due to the dishonesty of Your principals, directors or Employees
 - (a) not discovered within 30 working days of the loss
 - (b) where a more specific insurance is in force, except for any amount in excess of that insurance
- (3) loss of Money from unattended vehicles being any vehicle with no person in charge or keeping the vehicle under observation and able to observe or prevent any attempt by any person to interfere with the vehicle
- (4) loss or damage outside England, Wales, Scotland, Northern Ireland, the Channel Islands and the Isle of Man
- (5) loss resulting directly or indirectly from
 - (a) forging
 - (b) fraudulent alteration or substitution
 - (c) fraudulent use of a computer or electronic transfer
- (6) loss resulting from use of any form of payment which proves to be
 - (a) counterfeit
 - (b) false
 - (c) invalid
 - (d) uncollectible
 - (e) irrecoverable
 for any reason.
- (7) the Money Excess stated in the Schedule.

Cover – Assault

We will pay compensation to You for Bodily Injury to an Insured Person occurring during the Period of Insurance caused by theft violence or threat of violence or attempted theft, which happens in the course of The Business and directly and independently of any other cause results in any of the following contingencies

- (1) death
- (2) total and permanent loss of sight in one or both eyes
- (3) loss of one or more limbs
- (4) any other total and permanent disablement which, after 24 months of the Bodily Injury, prevents the Insured Person from pursuing any occupation
- (5) total disablement which, within 24 months of Bodily Injury, prevents the Insured Person from pursuing their normal occupation
- (6) partial disablement which, within 24 months of Bodily Injury, prevents the Insured Person from pursuing a substantial part of their normal occupation.

occurring within 24 months of Bodily Injury

Clauses – Assault

(1) Amounts Payable

- (a) We will pay for any one injury
 - (i) weekly compensation at 4 weekly intervals
 - (ii) compensation under contingencies (5) and (6) for a maximum of 2 years from the date that the disablement started
- (b) weekly compensation being paid for the same injury will end if We pay compensation under any of contingencies (1) – (4)
- (c) insurance will end for the Insured Person if We pay compensation under any of contingencies (1) – (4)
- (d) We will pay the following compensation

| Contingency Number | Compensation |
|--------------------|---------------|
| (1) | £25,000 |
| (2) | £25,000 |
| (3) | £25,000 |
| (4) | £25,000 |
| (5) | £100 per week |
| (6) | £50 per week. |

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(2) Medical Evidence

- (a) We may require
 - (i) an Insured Person to undergo medical examination or
 - (ii) a post mortem to be carried out at Our expense.
- (b) You, or Your legal representative will supply to Us, at Your expense, any
 - (i) certificate
 - (ii) information
 - (iii) evidencein the format We require.

- (b) private transport is used for amounts greater than £2,000 where the distance exceeds half a mile.

Our liability will not exceed the limits stated in the Schedule.

Additional Clauses, Endorsements and Any Other Terms Exceptions and Conditions

This Section is subject to any Additional Clauses, Endorsements and any other terms Exceptions and Conditions stated as operative or applicable in the Schedule.

Conditions Precedent

The following Conditions Precedent apply.

(1) Records and Key Security

It is a Condition Precedent to Our liability to make any payment under this Section, Cover - Money, that

- (a) You shall keep a complete record of Money in a secure place other than in a safe or strongroom containing Money
- (b) outside Business Hours the safe or strongroom will be kept locked and the keys removed from The Premises unless The Premises are occupied by You or any authorised Employee in which case the keys will be kept in a secure place away from any safe or strongroom.
- (c) whenever The Premises are closed for business or left unattended, all security devices to protect The Premises are properly fitted and put into full operation

(2) Money in Transit

It is a Condition Precedent to Our liability to make any payment under this Section, Cover - Money, for Money (other than stamped National Insurance Cards, crossed cheques, crossed giro cheques, crossed money orders, crossed postal orders, crossed bankers' drafts, crossed warrants, national savings certificates, premium savings bonds, franking machine impressions, consumer redemption vouchers, postage and revenue stamps, luncheon vouchers, trading stamps, gift tokens, credit company sales vouchers and VAT invoices) in transit that

- (a) it is accompanied by the following number of persons who must be either You, Your partners, directors or Employees
 - over £2,000 up to £5,000 at least 2 persons
 - over £5,000 up to £8,000 at least 3 persons
 - over £8,000 at least 4 persons
- and

Asset Protection Insurance

Business All Risks Section

(applicable only if stated in the Schedule)

Definitions

(also refer to the Policy Definitions at the front of the booklet)

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

Business All Risks Excess

The amount (or amounts) shown in the Schedule which We will deduct from each and every claim and will be deducted after the application of Average. See Policy Condition (3).

You will repay any such amount paid by Us.

Damage

Accidental loss or destruction of or damage to the Property Insured.

Defined Contingency

- (1) fire
- (2) lightning or earthquake
- (3) explosion
- (4) aircraft and other aerial devices or articles dropped from them
- (5) riot, civil commotion, strikers, locked out workers or persons taking part in labour disturbances
- (6) malicious persons other than thieves
- (7) storm or flood
- (8) escape of water from any tank, apparatus or pipe
- (9) falling trees
- (10) impact
- (11) escape of fuel from any fixed oil heating installation
- (12) theft or attempted theft

Cover

We will indemnify You in respect of Damage to the Property Insured occurring during the Period of Insurance.

The Sum Insured under each item is separately subject to average. See Policy Condition (3).

The maximum We will pay under this Section will not exceed

- (1) the Sum Insured on each item
or
- (2) the total Sum Insured
or

- (3) any other maximum amount payable or limit of liability specified in the Schedule
during any one Period of Insurance.

Exceptions

We will not indemnify You in respect of

- (1) Damage caused by or consisting of
 - (a) an existing or hidden defect in the property
 - (b) gradual deterioration or wear and tear
 - (c) frost or change in the water table level
 - (d) faulty design of the Property Insured or faulty materials used in its construction
 - (e) faulty workmanship, operating error or omission by You or any Employee
 - (f) explosion of a boiler (other than a boiler being used for domestic purposes), vessel, machine or apparatus in which the internal pressure is due to steam only and which You own or control
 - (g) the bursting of
 - (i) a boiler
 - (ii) other equipment
not being used for domestic purposes where the internal pressure is due to steam only and belongs to You or is under Your control.

However, We will indemnify You in respect of any subsequent Damage which results from a cause not otherwise excluded.

- (2) Damage caused by or consisting of
 - (a)
 - (i) corrosion, rust or rot
 - (ii) shrinkage, evaporation or loss of weight
 - (iii) dampness or dryness
 - (iv) scratching
 - (v) vermin or insects
 - (vi) mould or fungus
 - (b) change in
 - (i) temperature
 - (ii) colour
 - (iii) flavour
 - (iv) texture or finish
 - (c) nipple or joint leakage or failure of welds
 - (d) cracking, fracturing, collapse or overheating of a boiler, vessel, machine or apparatus in which internal pressure is due to steam only and any associated piping
 - (e) mechanical or electrical breakdown or derangement of the Property Insured.

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However, We will indemnify You in respect of

- (i) Damage not otherwise excluded which itself results from a Defined Contingency or any other accidental cause
- (ii) any subsequent Damage which itself results from a cause not otherwise excluded.

(3) Damage caused by pollution or contamination.

However, We will indemnify You in respect of Damage, not otherwise excluded, to Property Insured caused by

- (a) pollution or contamination which results from a Defined Contingency
- (b) a Defined Contingency which results from pollution or contamination.

(4) Damage caused by or consisting of

- (a) subsidence, ground heave or landslip unless resulting from fire, explosion, earthquake or escape of water from any tank, apparatus or pipe
- (b) normal settlement of new structures
- (c) acts of fraud or dishonesty
- (d)
 - (i) disappearance
 - (ii) unexplained or inventory shortage
 - (iii) misfiling, misplacing of information or clerical error
- (e) theft or attempted theft from any unattended motor vehicle unless there is evidence of forcible and violent entry into the vehicle.
- (f) theft or attempted theft from any unattended motor vehicle from 9pm until collected by Your driver unless
 - (i) such vehicle is garaged in a securely locked building of substantial construction
 - or
 - (ii) a compound which has secure walls and, or fences and securely locked gates

(5) Damage to the Property Insured by fire resulting from its undergoing any process involving the application of heat.

(6) Damage to the Property Insured resulting from its undergoing any process of

- (a) production or packaging
- (b) treatment, testing or commissioning
- (c) servicing or repair.

However, We will indemnify You in respect of such Damage if it is caused by fire or explosion and is not otherwise excluded.

(7) Damage while any building is Unoccupied caused by

- (a) escape of water from any tank, apparatus or pipe
- (b) malicious persons
- (c) theft or attempted theft.

However, We will indemnify You in respect of such Damage if it is caused by fire or explosion.

(8) Damage more specifically insured by You or on Your behalf.

(9) Consequential loss or damage of any kind.

(10) (a) property insured by any marine policy

(b) property which would be insured under any marine policy if this insurance did not exist.

However We will indemnify You in respect of Damage not otherwise excluded for any sum beyond the amount which would have been payable under the marine policy had this insurance not existed.

(11) Damage to Money.

(12) goods held in trust or on commission unless specifically mentioned in the Schedule.

(13) any Damage whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss

- (a) Terrorism
- (b) civil commotion in Northern Ireland
- (c) any action taken in controlling preventing suppressing or in any way relating to (a) and, or (b) above.

Terrorism means

- (i) in respect of Damage occurring in England Wales and Scotland only (but not the territorial seas adjacent thereto as defined by the Territorial Seas Act 1987 nor the Isle of Man or the Channel Islands) acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of Her Majesty's government in the United Kingdom or any other government de jure or de facto
- (ii) in respect of Damage occurring in any territory not specified in (i) above any act or acts including but not limited to

– the use or threat of force and, or violence

and, or

– harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm or damage by nuclear and, or chemical and, or biological and, or radiological means

caused or occasioned by any person(s) or group(s) of persons or so claimed in whole or in part for political religious ideological or similar purposes.

In any action suit or other proceedings where We allege that any Damage results from Terrorism as defined above and is therefore not covered by this Section the burden of proving that any such Damage is covered under this Section will be upon You.

(14) the Business All Risks Excess stated in the Schedule.

Asset Protection Insurance

Clauses

The following Clauses apply to this Section.

(1) Automatic Reinstatement of Sum Insured

The Sums Insured stated in the Schedule will not be reduced by the amount of any claim unless We or You give written notice to the contrary.

You must pay the additional premium needed to reinstate the Sum Insured.

(2) Basis of Claims Settlement – Reinstatement

Unless otherwise stated in the Schedule in the event of Damage the basis upon which We will calculate the amount We will pay for any claim will be the reinstatement of the Property Insured lost, destroyed or damaged, subject to the following conditions

- (a) If Property Insured under any Buildings, Trade Contents, Machinery and Plant or Tenants Improvements Item(s) described in the Schedule, other than pedal cycles, personal items, rent or motor vehicles if insured are lost or destroyed, We will pay for its rebuilding or replacement by similar property in a condition as good as, but not better than or more extensive than its condition when new.

If such Property Insured is damaged, We will pay for replacement or repair of the damaged portion to a condition as good as, but not better or more extensive than, its condition when new.

However, We will not pay more than We would have done if the property had been completely destroyed.

- (b) The Property Insured may be replaced on another site and in a manner suitable to Your needs, but this must not increase Our liability.
- (c) All work must begin and be carried out as quickly as possible.
- (d) If at the time of replacement or repair 85% of what it would cost to replace the whole of the Property Insured under the Item, is greater than the Sum Insured at the time the Damage occurred, You will be liable to bear a proportionate share of the loss.
- (e) We will not pay under this Clause
- (i) until You have incurred the cost of replacing or repairing the Property Insured
 - (ii) if You, or someone acting on Your behalf have insured the property under another policy which does not have a similar basis of reinstatement
 - (iii) if You do not comply with any of the terms of this Clause

Conditions Precedent

The following Condition Precedent applies.

(1) Portable Computer Equipment

It is a Condition Precedent to Our liability to make any payment under Defined Contingency (12) theft or attempted theft of this Section that

- (1) when Portable Computer Equipment is left unattended inside any road vehicle
 - (i) the vehicle is securely locked and all security devices set in operation
 - (ii) it is kept in a locked building of substantial construction or guarded security park between the hours of 9.00pm and 6.00am unless the vehicle is aboard a ship or ferry
 - (iii) the Portable Computer Equipment is concealed from view
 - (iv) the Portable Computer Equipment is stored in the boot or under the parcel shelf if the vehicle is a private car.
- (2) when Portable Computer Equipment is in transit by air it is carried as hand luggage
- (3) when Portable Computer Equipment is in transit by ship or ferry it is kept in a securely locked cabin or road vehicle aboard such vessel.

For the purpose of this Clause, Portable Computer Equipment shall mean:

Personal computers, small micro computers and similar equipment used for processing and storing electronic data, and which are designed to be carried by hand.

Additional Clauses, Endorsements and Any Other Terms Exceptions and Conditions

This Section is subject to any Additional Clauses, Endorsements and any other terms Exceptions and Conditions stated as operative or applicable in the Schedule.

Asset Protection Insurance

Property in Transit Section

(applicable only if stated in the Schedule)

Definitions

(also refer to the Policy Definitions at the front of the booklet)

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

Damage

Loss or destruction of or damage to the Property Insured.

Haulier's Vehicle

Motor Vehicles or trailers operated by hauliers and other third parties

Means of Transit

As stated in The Schedule.

Occurrence

An event, or number of events, arising from a single cause or occurrence occurring during the Period of Insurance.

Own Vehicle

Any motor vehicle and, or trailer and, or container which You own or operate.

Personal Effects

Personal possessions excluding cash, bank notes, credit cards, watches and jewellery.

Property Insured

General merchandise connected with The Business owned by You or which You are responsible for.

Property in Transit Excess

The amount (or amounts) shown in the Schedule which We will deduct from each and every claim and will be deducted after the application of Average. See Policy Condition (3).

You will repay any such amount paid by Us.

Territorial Limits

Within England, Wales, Scotland, Northern Ireland, the Channel Islands and the Isle of Man.

Tools

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

Cover

We will indemnify You for an Occurrence occurring during the Period of Insurance in respect of

- (1) Damage
 - (a) while in transit by the Means of Transit including
 - (i) loading and unloading
 - (ii) whilst temporarily stored during transit.

The maximum We will pay in respect of any one Occurrence is the Sum Insured as stated in the Schedule.

- (b) to Your own sheets, ropes, chains, toggles or packing materials while carried on any vehicle.

We will replace sheets as new if You prove that these were not more than one year old at the time of the Damage.
- (c) to You or Your drivers' Personal Effects in, or from, any Own Vehicle

The maximum We will pay in respect of any one person for any one Occurrence is £500.

We will not indemnify You or Your driver for Damage to any item insured by any other insurance policy.

- (d) to Tools
 - (i) in or from any Own Vehicle
 - (ii) whilst temporarily stored during transit

The maximum We will pay in respect of any one Occurrence or from any Own Vehicle is £250 and £1,000 in respect of all Occurrences in any one Period of Insurance.

- (2) Debris Removal

Costs and expenses incurred by You with Our consent

- (a) in removing debris
- (b) in site clearance
- (c) for transshipment and recovery charges following collision, overturning or impact of any vehicle with any object.
- (d) to reduce or prevent claims in the Territorial Limits in connection with The Business.

The maximum We will pay in respect of any one Occurrence is £10,000.

Exceptions

We will not indemnify You in respect of

- (1) Damage caused by
 - (a) defective or inadequate packing, insulation or labelling

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- (b) evaporation or ordinary leakage
- (c) vermin, wear, tear, gradual deterioration or contamination
- (d) an existing or hidden defect in the Property Insured
- (e) delay
- (f) inadequate documentation
- (g) indirect or consequential loss
- (h) the Property Insured's own
 - (i) mechanical
 - (ii) electrical
 - (iii) electronic
 - (iv) electro magnetic derangement.

However, We will indemnify You if such Damage is caused by external means.

- (2) Shortage in weight.
- (3) Damage to the Property Insured caused by deterioration or variation in temperature.
However We will indemnify You if such Damage is caused as a result of any vehicle being directly involved in a road traffic accident.
- (4) Damage caused by or happening through
 - (a) confiscation, requisition or destruction by order of any government or any public authority
 - (b) riot, civil commotion, strikes, lockouts or labour disturbances.
- (5) Damage
 - (a) occurring outside the Territorial Limits
 - (b) not connected with The Business
- (6) Damage to
 - (a) audio and visual equipment
 - (b) clocks and watches
 - (c) computer hardware and software
 - (d) explosives
 - (e) furs and curios
 - (f) gold and silver articles
 - (g) jewellery and precious stones
 - (h) living creatures
 - (i) Money and bullion
 - (j) non ferrous metals
 - (k) rare books and works of art
 - (l) tobaccos, cigars and cigarettes
 - (m) wines and spirits

However, We will indemnify You in respect of Damage to such property if the property is specifically stated as insured in the Schedule and the Damage is not otherwise excluded.

- (7) (a) Damage caused by theft or attempted theft of the Property Insured and, or Tools or Personal Effects from any unattended vehicle being any vehicle with no person in charge, or keeping the vehicle under observation, and able to observe or prevent any attempt by any person to interfere with the vehicle

However, We will indemnify You if You have ensured that

- (i) all doors, windows and other points of access have been locked where locks have been fitted
and
 - (ii) all manufacturers' security devices have been put into effect
and
 - (iii) the keys have been removed from any unattended vehicle
and
 - (iv) unattached trailers have anti-hitching devices fitted and they are put into effect.
- (b) Damage resulting from theft or attempted theft from any unattended vehicle during the hours from 9pm until collected by Your driver unless such vehicle is garaged in a securely locked building of substantial construction or a compound which has secure walls and, or fences and securely locked gates
- (8) Damage including to, Tools or Personal Effects, while temporarily stored during transit for periods exceeding 30 consecutive days.
 - (9) property in transit for hire or reward.
 - (10) the Property in Transit Excess stated in the Schedule.

Clauses

The following Clauses apply to this Section.

(1) Automatic Reinstatement

The Sums Insured stated in the Schedule, will not be reduced by the amount of any claim unless We give You or You give Us written notice to the contrary.

You must pay the additional premium required to reinstate the Sums Insured.

Conditions Precedent

The following Condition Precedent applies.

(1) Due Care

It is a Condition Precedent to Our liability to make any payment under this Section that You must

- (a) only employ reliable and competent drivers,
and

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- (b) take all reasonable measures to
 - (i) prevent Damage
 - (ii) secure loads properly
 - (iii) maintain Your Own Vehicle in accordance with current law
 - (iv) ensure any Own Vehicle is suitable for the purpose for which it is to be used
- (c) allow Us access to examine any Own Vehicle which You operate or premises from which You operate.

Additional Clauses, Endorsements and Any Other Terms Exceptions and Conditions

This Section is subject to any Additional Clauses, Endorsements and any other terms Exceptions and Conditions stated as operative or applicable in the Schedule.

Asset Protection Insurance

Frozen Foods Section

(applicable only if stated in the Schedule)

Definitions

(also refer to the Policy Definitions at the front of the booklet)

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

Damage

Loss, destruction or damage.

Frozen Foods Excess

The amount (or amounts) shown in the Schedule which We will deduct from each and every claim in each separate refrigeration unit at The Premises and will be deducted after the application of Average. See Policy Condition (3).

You will repay any such amount paid by Us.

Cover

We will indemnify You in respect of Damage occurring during the Period of Insurance, by deterioration or contamination, to food belonging to You or for which You are responsible, while contained in any refrigeration unit due to

- (1) a change in temperature as a result of
 - (a) the breaking, distortion or burning out of any part of the
 - (i) unit
 - (ii) unit wiring
 - (iii) supply cable to the unit, including the plug and fuse caused by mechanical or electrical defects in the unit while it is being used under normal working conditions
 - (b) failure of temperature controls to operate correctly
 - (c) accidental failure of the public electricity supply but only if this is not deliberately caused by the supply authority

- (2) accidental leakage of refrigerant or refrigerant fumes from the unit.

The maximum We will pay under this Section will not exceed

- (1) the Sum Insured on each item
- or
- (2) the total Sum Insured
- or
- (3) any other maximum amount payable or Limit of Liability specified in the Schedule.

Exceptions

We will not indemnify You in respect of

- (1) Damage caused by
 - (a) wear and tear, deterioration or gradually developing flaws or defects in the unit
 - (b) failure to correctly set any temperature controls
- (2) The failure of refrigeration units which are
 - (i) over 15 years old
 - (ii) over 10 years old and not the subject of an annual maintenance contract with a competent refrigeration engineer or company
 - (iii) powered by a motor in excess of 2 horsepower
- (3) The Frozen Food Excess stated in the Schedule.

Condition Precedent

The following Condition Precedent applies

Maintenance

It is a Condition Precedent to Our liability to make any payment under this Section that You must ensure that You arrange a maintenance contract on any refrigeration unit which is over 5 years old.

Additional Clauses, Endorsements and Any Other Terms Exceptions and Conditions

Additional Clauses, Endorsements and any other terms Exceptions and Conditions stated as operative or applicable in the Schedule.

Revenue Protection Insurance

Business Interruption Section

(applicable only if stated in the Schedule)

Notes

- (1) All terms in this Section exclude value added tax to the extent that You are accountable to the tax authorities for value added tax.
- (2) Any adjustment made for current cost accounting will be ignored.

Definitions

(also refer to the Policy Definitions at the front of the booklet)

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

Annual Turnover

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

Book Debts

The total last recorded by You under the provisions of Condition Precedent (2) Debit Recording adjusted for

- (1) bad debts
- (2) amounts debited (or invoiced but not debited) and credited (including credit noted and cash not passed through the books at the time of the Damage) to Customers' Accounts in the period between the date to which the last statement relates and the date of the Damage, and
- (3) any abnormal condition of trade which had or could have had a material effect on The Business.

The figures adjusted will represent as near as possible, the figures which would have been obtained at the date of the Damage had the Damage not occurred.

Customers' Accounts

Your accounts for all customers who trade with You on a credit or hire purchase basis.

Damage

Accidental loss or destruction of or damage to property used by You at The Premises for the purpose of The Business.

Defined Contingency

- (1) fire
- (2) lightning or earthquake
- (3) explosion
- (4) aircraft and other aerial devices or articles dropped from them
- (5) riot, civil commotion, strikers, locked out workers or persons taking part in labour disturbances

- (6) malicious persons other than thieves
- (7) storm or flood
- (8) escape of water from any tank, apparatus or pipe
- (9) falling trees
- (10) impact
- (11) escape of fuel from any fixed oil heating installation.

Estimated Gross Profit

Your estimate of Gross Profit for the financial year (proportionately increased if the Maximum Indemnity Period exceeds 12 months) most closely corresponding to the Period of Insurance.

Gross Profit

- (a) The combined value of the Turnover, closing stock and work in progress
less
- (b) the combined value of opening stock and work in progress and Uninsured Working Expenses.

The values of opening and closing stocks and work in progress will

- (i) be calculated using Your usual accounting methods
- (ii) make due provision for depreciation

Indemnity Period

The period during which The Business results are affected due to the Damage, starting from the date of the Damage and lasting no longer than the Maximum Indemnity Period.

Maximum Indemnity Period

The number of months stated in the Schedule except where stated otherwise in any Clause in this Section.

Notifiable Human Infectious or Contagious Disease

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

Rate of Gross Profit

Gross Profit earned on the Turnover and expressed as a percentage of Turnover, during the financial year immediately before the date of the Damage.

Standard Turnover

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

Rate of Gross Profit and Standard Turnover may be adjusted to reflect any trends or circumstances which

- (i) affect The Business before or after the Damage
- (ii) would have affected The Business had the Damage not occurred.

Revenue Protection Insurance

The adjusted figures will represent, as near as possible, the results which would have been achieved during the same period had the Damage not occurred.

Turnover

Money paid or payable to You for

- (a) goods sold and delivered
- (b) services provided

in the course of The Business at The Premises.

Uninsured Working Expenses

- (a) Purchases (less any discounts received)
- (b) discounts allowed
and
- (c) any additional Uninsured Working Expenses stated in the Schedule.

The words and expressions used in this definition will have the meaning usually attached to them in Your books and accounts.

Cover

(1) Gross Profit

In respect of each item in the Schedule, We will indemnify You in respect of any interruption or interference with The Business as a result of Damage occurring during the Period of Insurance by

- (1) any cause not excluded by the terms of the Property Damage and, or Theft Sections of Your policy.
- (2) a Defined Contingency to boilers or other equipment on The Premises in which the internal pressure is due to steam only where damage is not otherwise excluded

However, We will not indemnify You in respect of Damage caused by

- (a) the deliberate act of a supply undertaking in withholding the supply of water, gas, electricity, fuel or telecommunications services.

However, We will indemnify You in respect of loss resulting from Damage

- (i) caused by a Defined Contingency or from any other Damage not otherwise excluded
- (ii) from an ensuing cause which is not excluded
- (b) erasure or distortion of information on computer systems or other records
 - (i) while mounted in or on any machine or data processing equipment
- or
- (ii) due to the presence of magnetic flux

unless caused by Damage to the equipment in which the records are mounted

- (c) change in water table level

The amount payable will be

- (i) in respect of reduction in Turnover the sum produced by applying the Rate of Gross Profit to the amount by which due to the Damage, the Standard Turnover exceeds the Turnover during the Indemnity Period.
- (ii) in respect of increase in cost of working any additional expense You necessarily and reasonably incur solely to prevent or limit a reduction in Turnover during the Indemnity Period which but for such additional expenses would have taken place due to the Damage

We will not pay more than We would pay under (i) above less any savings during the Indemnity Period in business charges or expenses, payable out of Gross Profit, which reduce or cease due to the Damage.

Basis of Settlement

The insurance on Gross Profit is limited to loss due to

- (a) reduction in Turnover
and
- (b) increase in cost of working.

We will pay

- (i) in respect of reduction in Turnover the sum produced by applying the Rate of Gross Profit to the amount by which, due to the Damage, the Standard Turnover exceeds the Turnover during the Indemnity Period
- (ii) in respect of increase in cost of working any additional expense You necessarily and reasonably incur solely to prevent or limit a reduction in Turnover during the Indemnity Period which but for such additional expense would have taken place due to the Damage. We will not pay more than the amount produced by applying the Rate of Gross Profit to the reduction in Turnover avoided by the expenditure less any savings during the Indemnity Period in business charges or expenses, payable out of Gross Profit, which reduce or cease due to the Damage.

Maximum Amount Payable

The maximum amount We will pay is

- (a) in respect of Gross Profit:
 - 133.33% of the Estimated Gross Profit stated in the Schedule
 - (b) overall:
 - 133.33% of the Estimated Gross Profit stated in the Schedule
- and
- 100% of the Sums Insured by other items unless otherwise agreed by Us.

Revenue Protection Insurance

(2) Book Debts

We will indemnify You in respect of loss sustained by You for Book Debts directly due to Damage at The Premises to Your books of account, other business books or records caused by any cause not excluded by the terms of the Property Damage and, or Theft Sections of Your policy.

The amount payable in respect of any one occurrence of Damage will not exceed

- (a) the difference between
 - (i) the Book Debts and
 - (ii) the total of the amounts received or traced
- (b) the additional expenditure incurred with Our consent in tracing and establishing customers' debit balances after the Damage
- (c) If we require any information to verify a claim Your professional accountants at the time of the claim may produce and report details contained in business books or records. Their report will be accepted as prima facie evidence of the details.

We will pay Your professional accountant's charges for

- (i) producing information We require for investigating any claim and
- (ii) confirming the information in accordance with Your business books.

The maximum amount We will pay for any claim, including professional accountant's fees, is the limit stated in the Schedule.

We will not indemnify You in respect of

- loss due to records being mislaid or misfiled
- loss arising from deliberate falsification of records
- failure to collect debts which have been traced and established.

Optional Extensions

The following Optional Extensions apply only if stated as operative in the Schedule.

(a) Rent Receivable

We will pay in respect of rent receivable the difference between

- (1) the rent which would have been receivable in respect of The Premises during the Indemnity Period but for the Damage
- (2) the amount of rent actually received during the same period

less any savings in charges or expenses of The Business, payable out of rent receivable, which reduce or cease due to the Damage.

If at the time of the Damage the Sum Insured by this item is less than the rent which, but for the Damage would have been receivable during the 12 months from the date of the Damage (proportionately increased where the Maximum Indemnity Period exceeds 12 months), You will

- (a) be Your own insurer for the difference
- (b) bear a rateable share of the loss.

The maximum We will pay is the Sum Insured stated in the Schedule.

(b) Additional Increased Cost of Working

We will pay in respect of additional cost of working the additional expenditure incurred due to the Damage to maintain The Business during the Indemnity Period which exceeds the amount recoverable in respect of increase in the cost of working, insured by the Gross Profit of this Section.

The maximum We will pay is the Sum Insured stated in the Schedule.

Clauses

We will also indemnify You in respect of reduction in Turnover and increase in cost of working as insured under this Section resulting from

(1) Prevention of Access

Damage to property in the vicinity of The Premises by any cause included under the Property Damage Section which hinders or prevents access to The Premises.

(2) Boilers

Damage to boilers or other equipment in which internal pressure is due to steam only on The Premises.

(3) Disease, Infestation and Defective Sanitation

The occurrence of

- (a) murder or suicide at The Premises
- (b) an illness sustained by any person caused by food or drink poisoning attributable to food or drink supplied from The Premises
- (c) Notifiable Human Infectious or Contagious Disease within a 25 mile radius
- (d) Vermin or pests at The Premises
- (e) An accident which causes defects in the drains or other sanitary arrangements at The Premises

where use of The Premises is restricted on the order or advice of the competent authority.

We will not indemnify You in respect of

- (a) costs incurred in cleaning, repair, replacement, recall or checking of property,

Revenue Protection Insurance

- (b) loss arising from premises other than those directly subject to the occurrence.

The maximum We will pay under this Clause is £50,000 in respect of the total of all losses occurring during the Period of Insurance.

The provisions of the Automatic Reinstatement Clause do not apply in respect of this Clause.

(4) Public Utilities

Accidental failure of public supplies of electricity or gas or water of the public supply undertaking's feed to The Premises.

We will not indemnify You in respect of

- (a) accidental failure which lasts less than 30 minutes
- (b) the deliberate act of any supply authority
- (c) the exercise of any supply authority power to withdraw or restrict supply
- (d) industrial action
- (e) drought
- (f) failure outside of England, Wales, Scotland, Northern Ireland, the Channel Islands and the Isle of Man.

(5) Telecommunications

Accidental failure of the supply of telecommunication services at the incoming line terminals or receivers at The Premises.

We will not indemnify You in respect of accidental failure

- (a) caused by the deliberate act of any supply authority
- (b) caused by the exercise of any supply authority's power to withdraw or restrict supply of services
- (c) caused by industrial action
- (d) drought or other weather conditions unless equipment has been damaged
- (e) lasting less than 24 consecutive hours
- (f) other than in England, Wales, Scotland, Northern Ireland, the Channel Islands and the Isle of Man.

The maximum We will pay under this Clause is £50,000, or 10% of the Sum Insured on Gross Profit, whichever is the less.

(6) Transit

Damage to Your property while in transit by

- (a) road
- (b) rail
- (c) inland waterway

all in England, Wales, Scotland, or Northern Ireland

The maximum We will pay under this Clause will not exceed £5,000 in respect of any one occurrence.

(7) Government or Local Authority Action

Prevention of access to The Premises due to the actions or advice of a government or local authority due to an emergency which is likely to endanger life or property.

We will not indemnify You in respect of

- (1) any incident lasting less than 12 hours
- (2) any period other than the actual period when the access to The Premises was prevented
- (3) a Notifiable Human Infectious or Contagious Disease as defined in the current relevant legislation occurring at The Premises

The maximum We will pay under this Clause is £25,000, or the Business Interruption Sum Insured or limit shown in the Schedule, whichever is the lower, in respect of the total of all losses occurring during the Period of Insurance.

The provisions of the Automatic Reinstatement Clause do not apply in respect of this Clause.

(8) Loss of Attraction

Damage to the property in the vicinity of The Premises by any cause insured under The Property Damage Section and, or Theft Section which shall deter potential customers whether The Premises or property of You shall be damaged or not.

The maximum We shall pay under this Clause will not exceed £50,000 in any one Period of Insurance.

The provisions of the Automatic Reinstatement Clause do not apply in respect of this Clause.

(9) Unspecified Customers

Damage to any of Your customers' premises within England, Wales, Scotland, Northern Ireland, the Republic of Ireland, the Channel Islands or the Isle of Man by any cause included under the Property Damage Section.

Provided that for the purposes of this extension the term 'customers' means those companies organisations or individuals with whom at the time of the incident You have contracts or trading relationships to supply goods or services.

The maximum We will pay under this Clause will not exceed £100,000 in respect of any one occurrence and in the aggregate in any one Period of Insurance.

The provisions of the Automatic Reinstatement Clause do not apply in respect of this Clause.

(10) Contract Sites

Damage to Your property whilst at any situation within England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man where You are carrying out a contract.

Revenue Protection Insurance

The maximum We will pay under this Clause will not exceed £100,000 in respect of any one occurrence, and £250,000 in the aggregate in any one Period of Insurance.

The provisions of the Automatic Reinstatement Clause do not apply in respect of this Clause.

(11) Property Stored

Damage to Your property whilst stored in any premises within England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man.

We will not indemnify You in respect of

- (1) property stored in any premises You occupy
or
- (2) property stored in any premises You partially occupy.

The maximum We will pay under this Clause is £100,000 or 10% of the Business Interruption Sum Insured or Limit shown in the Schedule, whichever is the lower, in respect of any one occurrence and £250,000 in the aggregate in any one Period of Insurance.

The provisions of the Automatic Reinstatement Clause do not apply in respect of this Clause.

(12) Unspecified Suppliers

Damage to any of Your suppliers' premises within England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man by any cause included under the Property Damage Section.

We will not indemnify You in respect of Damage at any premises of suppliers' of electricity, gas, water or telecommunications services.

The maximum We will pay under this Clause will not exceed £100,000 in respect of any one occurrence and in the aggregate in any one Period of Insurance.

The provisions of the Automatic Reinstatement Clause do not apply in respect of this Clause.

(13) Uninsured Standing Charges

Any increase in cost of working settlement will take into account any standing charges of The Business which are not insured (having been deducted in arriving at the Gross Profit)

We will reflect in any such settlement the proportion only of any additional expenditure which

- (a) the Gross Profit bears
to
- (b) the sum of the Gross Profit and the uninsured standing charges.

(14) Essential Employees

The death or permanent disablement by external and accidental means that prevents any of Your principal directors or partners from attending to usual duties.

The maximum We will pay under this Clause will not exceed £20,000 in respect of any one occurrence.

Conditions

The following Conditions apply

(1) Alteration

We will not indemnify You in respect of this Section if

- (a) The Business is
 - (i) wound up or carried on by a liquidator or receiver
 - (ii) permanently discontinued
- (b) Your interest ceases otherwise than by Your death.

unless agreed in writing by Us.

(2) Alternative Premises

The Turnover during the Indemnity Period will include any money paid or payable to You during the Indemnity Period for goods sold or services provided elsewhere that at The Premises.

(3) Auditors and Professional Accountants

We will pay Your auditors and professional accountants reasonable charges for

- (a) producing information We require for investigating any claim and
- (b) confirming the information is in accordance with Your business books.

The maximum We will pay in respect of any claim, including auditors and professional accountant's charges, is the Sum Insured.

(4) Automatic Reinstatement

The Sums Insured stated in the Schedule will not be reduced by the amount of any claim unless We or You give written notice to the contrary.

However, You must pay the additional premium required to reinstate the Sum Insured.

(5) Payments on Account Clause

Claim payments on account may be made to You during the Indemnity Period, if required.

(6) Renewal

You will supply, prior to each renewal, the Estimated Gross Profit for the financial year most closely corresponding to the following Period of Insurance.

(7) Subrogation Waiver

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

Revenue Protection Insurance

- (1) any company whose relationship to You is either a parent to subsidiary or subsidiary to parent
- (2) any company which is a subsidiary of a parent company of which You are a subsidiary
as defined in, or within the meaning of the relevant Companies Act or Companies (N.I.) Order, current at the time of the Damage.
- ii) payment would have been made or liability admitted for such Damage but for the exclusion of losses below a stated amount in such insurance policy

Additional Clauses, Endorsements and Any Other Terms Exceptions and Conditions

This Section is subject to any Additional Clauses, Endorsements and any other terms Exceptions and Conditions stated as operative or applicable in the Schedule.

Conditions Precedent

The following Conditions Precedent apply

(1) Claims Procedure

It is a Condition Precedent to Our liability to make any payment under Cover (1) Gross Profit of this Section that You will

- (a) take any action reasonably practicable to minimise any interruption of or interference with The Business or to avoid or diminish the loss
- (b) at Your expense, provide Us with
 - (i) a written claim
and
 - (ii) details of other insurances covering the Damage or loss resulting from it
within 30 days after the expiry of the Indemnity Period or such further time that We may allow
 - (iii) books, records and documents We require to assess Your claim
- (c) repay Us, any payment on account We may have already made, if You fail to comply with this condition.

(2) Debit Recording

It is a Condition Precedent to Our liability to make any payment under Cover (2) Book Debts of this Section that at the end of each quarter You must record the total amount outstanding in Your Customer's Accounts. You must keep this information in a different building to that containing Your accounting and other business records.

This information may be maintained by Your accountant.

(3) Material Damage Proviso

It is a Condition Precedent to Our liability to make any payment under Cover (1) Gross Profit of this Section that

- a) there is in force at the time of the Damage an insurance policy covering Your interest in the property at The Premises for the Damage
and
- b) i) payment has been made or liability admitted
or

Legal Liabilities Insurance

Employers' Liability Section

(applicable only if stated in the Schedule)

Definitions

(also refer to the Policy Definitions at the front of the booklet)

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

Bodily Injury

Bodily injury including death, illness, disease or nervous shock.

Compensation

Damages, including interest.

Costs and Expenses

- (1) Fees for The Insured's legal representation at
 - (a) any Coroners inquest or Fatal Accident Inquiry
 - (b) proceedings in any Court of Summary Jurisdiction arising out of an alleged breach of statutory duty
- (2) Costs and expenses incurred with Our written consent
- (3) Any claimant's legal costs for which The Insured are legally liable in connection with any event which is or may be the subject of indemnity under this Section.

The Defined Territories

England, Wales, Scotland, Northern Ireland, the Isle of Man and the Channel Islands or offshore installations within the Continental Shelf around such territories.

The Insured

- (1) You.
- (2) Your personal representatives in respect of legal liability You incur.
- (3) At Your request
 - (a) any director, partner or Employee of Yours
 - (b) the officers, committees and members of Your
 - (i) canteen, social, sports, educational and welfare organisations
 - (ii) first aid, fire, security and ambulance servicesin their respective capacities as such
 - (c) any principal for whom You are carrying out a contract to the extent required by the contract conditions
 - (d) those who hire plant to You to the extent required by the hiring conditions

or the personal representative of any of these persons

in respect of liability for which You would have been entitled to indemnity if the claim had been made against You.

Each indemnified party will be subject to the terms of this Section so far as they apply.

The total amount which We will pay will not exceed The Limit of Indemnity regardless of the number of parties claiming to be indemnified.

The Limit of Indemnity

The maximum amount, stated in the Schedule, including Costs and Expenses, which We will pay in respect of any or all claims against The Insured arising out of one cause.

The Territorial Limits

Anywhere in the world in connection with The Business conducted by You from premises within the Defined Territories.

We will not provide indemnity in respect of Bodily Injury to any Employee engaged by You outside The Defined Territories for the purpose of work by any such Employee outside The Defined Territories.

Terrorism

Shall mean any act including but not limited to the use of force or violence and or the threat thereof of any person or 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 and or to put the public or any section of the public in fear.

Cover

We will indemnify The Insured against

- (1) legal liability to pay Compensation and
- (2) Costs and Expenses

In respect of Bodily Injury caused during the Period of Insurance to any Employee arising out of and in the course of employment by You in The Business within the Territorial Limits.

The maximum We will pay is The Limit of Indemnity.

Exceptions

We will not provide indemnity in respect of

- (1) work in or on and travel to, from or within any offshore
 - (a) accommodation, exploration, drilling or production rig or platform.
 - (b) support vessel.
- (2) Bodily Injury sustained by any Employee when such person is
 - (a) carried in or upon a vehicle

Legal Liabilities Insurance

- (b) entering or getting on to, or alighting from, a vehicle where any road traffic legislation requires insurance or security.
- (3) (a) liquidated damages.
- (b) penalty clauses.
- (c) fines.
- (d) aggravated, restitutionary, punitive or exemplary damages or any additional damages resulting from the multiplication of compensatory damages or other non-compensatory damages.
- (4) any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event
 - (a) Terrorism
 - (b) any action taken in controlling, preventing, suppressing or in any way relating to (a) above

except as stated in Special Provision – Terrorism below

In any action, suit or other proceedings where We allege that any consequence whatsoever resulting directly or indirectly from or in connection with (4) (a) and, or (4) (b) above regardless of any other contributory cause or event is not covered under this Section (or is covered only up to a specified limit of liability) the burden of proving that any such consequence is covered (or is covered beyond that limit of liability) under this Section shall be upon You.

Special Provision – Terrorism

Subject otherwise to the terms of the policy

Neither of the exclusions in (4) (a) and (4) (b) above shall apply to the Employers' Liability Section but the Limit of Indemnity for the purpose of this Special Provision – Terrorism is limited to £5,000,000 including costs and expenses.

Clauses

The following Clauses apply to this Section.

(1) Additional Activities

The Business includes

- (a) ownership, use and upkeep of Your premises
- (b) upkeep of vehicles and plant owned and used by You
- (c) canteen, social, educational and welfare organisations for the benefit of any Employee.
- (d) Your first aid, fire, security and ambulance services.
- (e) Your participation in exhibitions
- (f) private work by any Employee, with Your prior consent, for You or for any director, partner or Employee of Yours.

(2) Cross Liabilities

We will indemnify each party named as The Policyholder in the Schedule as if a separate policy had been issued to each.

The total amount payable will not exceed The Limit of Indemnity regardless of the number of parties claiming to be indemnified.

(3) Legal Expenses arising from Health and Safety Legislation

We will indemnify The Insured in respect of

- (a) legal fees and expenses incurred with Our written consent for defending proceedings, including appeals
- (b) costs of prosecution awarded against The Insured

which arise from any health and safety inquiry or criminal proceedings for any breach of health and safety legislation of England, Wales, Scotland, Northern Ireland, the Isle of Man or the Channel Islands.

We will not provide indemnity

- (1) unless the proceedings relate to an actual or alleged act, omission or incident committed during The Period of Insurance within The Defined Territories and in connection with The Business.
- (2) in respect of proceedings which
 - (a) result from any deliberate act or omission by any party claiming to be indemnified.
 - (b) proceedings relating to the health and safety of any person other than an Employee.
 - (3) where indemnity is provided by another insurance policy.

(4) Our Right of Recovery

The indemnity granted by this Section is deemed to be in accordance with the provisions of any law relating to the compulsory insurance of liability to Employees in England, Wales, Scotland, Northern Ireland, the Isle of Man or the Channel Islands.

However, You will repay to Us all sums We would not have been liable to pay but for the provisions of such law.

(5) Payment for Court Attendance

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

The maximum We will pay for

- (1) You, each director or partner is £250 per day
- (2) each Employee is £150 per day

Legal Liabilities Insurance

(6) Unsatisfied Court Judgments

We will, at Your request, pay any Employee or his or her personal representative, the amount of damages and costs awarded to such person as a result of a judgment which has been obtained for Bodily Injury against any company registered in or any individual domiciled in The Defined Territories and which remain unpaid six months after the date of such judgment.

Payment will only be made where

- (i) the Bodily Injury was caused during any Period of Insurance to the Employee arising out of and in the course of employment by You in The Business.
- (ii) the judgment was obtained in a court within The Defined Territories.
- (iii) there is no appeal outstanding to the judgment.
- (iv) the Employee, or his or her personal representative, assigns the judgment debt to Us.

(7) Contractual Liability

We will indemnify The Insured in respect of liability for Bodily Injury imposed on You solely by reason of the terms of any agreement provided that the conduct and control of any claim is vested in Us.

We will not provide indemnity in respect of any agreement for or including the performance of work outside The Defined Territories.

Additional Clauses, Endorsements and Any Other Terms Exceptions and Conditions

Additional Clauses, Endorsements and any other terms Exceptions and Conditions stated as operative or applicable in the Schedule.

Legal Liabilities Insurance

Public and Products Liability Section

(applicable only if stated in the Schedule)

Definitions

(also refer to the Policy Definitions at the front of the booklet)

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

Asbestos

Asbestos, asbestos fibres or particles or any derivatives of asbestos including any product or material containing asbestos, asbestos fibres or particles or any derivatives of asbestos.

Bodily Injury

Bodily injury including death, illness, disease or nervous shock.

Compensation

Damages, including interest.

Costs and Expenses

- (1) Fees for The Insured's legal representation at
 - (a) any Coroner's Inquest or Fatal Accident Inquiry
 - (b) proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of statutory duty.
- (2) Costs and expenses incurred with Our written consent
- (3) Any claimant's legal costs for which The Insured are legally liable in connection with any event which is or may be the subject of indemnity under this Section.

Damage

Physical

- (1) loss.
- (2) destruction.
- (3) damage.

Limit of Indemnity

The maximum amount, stated in the Schedule, which We will pay in respect of any one event or all events of a series consequent on or attributable to one original cause

In respect of

- (1) Products Supplied
- (2) pollution or contamination

the Limit of Indemnity will apply to the total of all events happening in any one Period of Insurance.

Personal Injury

- (1) Bodily Injury
- (2) Wrongful
 - (a) arrest, detention or imprisonment
 - (b) eviction
 - (c) accusation of shoplifting.

Pollution or Contamination

- (1) Pollution or contamination of buildings or other structures or of water or land or the atmosphere and
- (2) all loss, Damage to Property and Bodily Injury directly or indirectly caused by such pollution or contamination.

Products Supplied

Anything which is

- (1) manufactured, sold, supplied, processed, altered or treated
- (2) repaired, serviced or tested
- (3) installed, constructed, erected or transported

by You or on Your behalf which is no longer in the custody or control of The Insured.

Property

Material property.

Public and Products Liability Excess

The amount (or amounts) payable by You or any other person entitled to indemnity in respect of any Damage to Property arising out of any one event or series of events consequent upon or attributable to one source or original cause before We shall be liable to make any payment

You will repay any such amount paid by Us.

The Excess is £250 except where expressly varied by Endorsement

The Defined Territories

England, Wales, Scotland, Northern Ireland, the Isle of Man and the Channel Islands or offshore installations within the Continental Shelf around such territories.

The Insured

- (1) You.
- (2) Your personal representatives in respect of legal liability You incur.
- (3) At Your request
 - (a) any director, partner or Employee of Yours
 - (b) the officers, committees and members of Your
 - (i) canteen, social, sports, educational and welfare organisations

Legal Liabilities Insurance

- (ii) first aid, fire, security and ambulance services in their respective capacities as such
 - (c) any principal for whom You are carrying out a contract to the extent required by the contract conditions
 - (d) those who hire plant to You to the extent required by the hiring conditions
- or the personal representative of any of these persons
- in respect of liability for which You would have been entitled to indemnity if the claim had been made against You.

Each indemnified party will be subject to the terms of this Section so far as they apply.

The total amount which We will pay will not exceed The Limit of Indemnity regardless of the number of parties claiming to be indemnified.

The Territorial Limits

Anywhere in the world in connection with The Business conducted by You from premises within the Defined Territories.

Terrorism

Any act including but not limited to the use of force or violence and or the threat thereof of any person or 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 and or to put the public or any section of the public in fear.

The Works

All works completed or to be completed by You or on Your behalf including

- (1) all materials incorporated or to be incorporated
 - (2) plant, tools, equipment and temporary buildings used or to be used
- for the period during which You are responsible under contract conditions.

Cover

We will indemnify You against

- (1) legal liability to pay Compensation
 - and
 - (2) Costs and Expenses
- in respect of accidental
- (a) Personal Injury
 - (b) Damage to Property
 - (c) obstruction, trespass, nuisance or interference with any right of way, air, light or water

which arises in connection with The Business and which happens during the Period of Insurance and within The Territorial Limits.

The maximum We will pay is The Limit of Indemnity and any Costs and Expenses.

However, in respect of any claim brought in

- (1) the United States of America or any territory within its jurisdiction
- (2) Canada

the maximum We will pay, inclusive of Costs and Expenses, is the Limit of Indemnity.

Exceptions

We will not provide indemnity in respect of

- (1) Personal Injury to any Employee arising out of and in the course of employment by You in The Business.
- (2) the ownership, possession or use by or on behalf of The Insured of any
 - (a) aircraft, aerial device or hovercraft.
 - (b) watercraft exceeding 8 metres in length.
 - (c) motor vehicle, trailer or plant in circumstances where compulsory insurance or security is required by any road traffic legislation other than
 - where described in the Motor Contingent Liability Clause.
 - the loading or unloading of any such vehicle, trailer or plant where indemnity is not provided by another insurance policy.
- (3) Damage to Property
 - (a) which You own or is loaned, leased, hired or rented to The Insured
 - (b) which is held in trust or in the custody or control of
 - (i) The Insured
 - (ii) any other party who is carrying out work on Your behalfother than in the circumstances described in the Hired or Rented Premises Clause or the Employees' and Visitors' Personal Belongings Clause.
 - (c) which requires to be insured under the terms of Clause 6.5.1 of the Standard Form of Building Contract issued by the Joint Contracts Tribunal or a clause of similar intent under other contract conditions.
- (4) Damage to or the cost incurred by anyone in repairing, removing, replacing, reapplying, rectifying or reinstating
 - (a) Products Supplied (other than Products Supplied under a separate contract).
 - (b) The Works

Legal Liabilities Insurance

- (5) recalling or making refunds in respect of
- (a) Products Supplied.
 - (b) The Works.
- (6) advice, instruction, consultancy, design, formula, specification, inspection, certification or testing performed or provided separately for a fee or under a separate contract.
- (7) the carrying out of any work or any Products Supplied which affects or could affect
- (a) the navigation, propulsion or safety of any aircraft or other aerial device.
 - (b) the safety or operation of nuclear installations.
- (8) Pollution or Contamination occurring
- (a) within the United States of America or Canada
 - (b) elsewhere than within the United States of America or Canada unless caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance
- Provided that
- in respect of any liability for which indemnity is not excluded under the terms of Section Exception 8) b) above
- (i) all Pollution or Contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place
 - (ii) Our liability for all damages under this Section payable in respect of all Pollution or Contamination which is deemed to have occurred during any one Period of Insurance shall not exceed in the aggregate the amount stated in the Schedule to this Section as the Limit of Indemnity for Public Liability (or Products Liability if Public Liability cover is not operative).
- (9) (a) work in or on and travel to, from or within
- (b) Products Supplied to any offshore
- (i) accommodation, exploration, drilling or production rig or platform.
 - (ii) support vessel.
- (10) (a) liquidated damages.
- (b) penalty clauses.
- (c) fines.
- (d) aggravated, restitutionary, punitive or exemplary damages or any additional damages resulting from the multiplication of compensatory damages or other non-compensatory damages.
- (11) liability imposed on You solely by reason of the terms of any contract conditions or agreement in connection with Products Supplied.

- (12) any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event
- (a) Terrorism
 - (b) any action taken in controlling, preventing, suppressing or in any way relating to (a) above

except as stated in **Special Provision – Terrorism** below.

In any action, suit or other proceedings where We allege that any consequence whatsoever resulting directly or indirectly from or in connection with (12) (a) and, or (12) (b) above regardless of any other contributory cause or event is not covered under this Section (or is covered only up to a specified limit of liability) the burden of proving that such consequence is covered (or is covered beyond that limit of liability) under this Section shall be upon You.

Special Provision – Terrorism

Subject otherwise to the terms of the policy

Neither of the exclusions in (12) (a) and (12) (b) above shall apply to the Public and Products Liability Section but The Limit of Indemnity for the purpose of this Special Provision - Terrorism is limited to £2,000,000 or any other amount specified in the policy for Public and, or Products Liability whichever is the lower.

- (13) (a) exposure to
- (b) inhalation of
- (c) fears of the consequences of exposure to or inhalation of
- (d) the costs incurred by anyone in repairing, removing, replacing, recalling, rectifying, reinstating or managing (including those of any persons under any statutory duty to manage) any property arising out of the presence of Asbestos including any product containing Asbestos.

Clauses

The following Clauses apply to this Section.

(1) Additional Activities

The Business includes

- (a) ownership, use and upkeep of Your premises
- (b) upkeep of vehicles and plant owned and used by You
- (c) Your canteen, social, sports, educational and welfare organisations for the benefit of any Employee.
- (d) Your first aid, fire, security and ambulance services.
- (e) Your participation in exhibitions
- (f) private work by any Employee, with Your prior consent, for You or for any director, partner or Employee.

Legal Liabilities Insurance

(2) Cross Liabilities

We will indemnify each party

- (a) named as the Policyholder in the Schedule
- (b) entitled to indemnity under this Section

as if a separate policy had been issued to each.

The total amount payable will not exceed the Limit of Indemnity regardless of the number of parties claiming to be indemnified.

(3) Defective Premises

We will indemnify The Insured in respect of legal liability for accidental Bodily Injury or Damage to Property arising under

- (1) the Defective Premises Act 1972
- (2) the Defective Premises (Northern Ireland) Order 1975 or the Defective Premises (Landlord's Liability) Act (Northern Ireland) 2001

in connection with any premises which You previously owned or occupied for the purposes of The Business.

We will not provide indemnity in respect of the cost of rectifying any defect or alleged defect in such premises.

(4) Legal Expenses arising from Health and Safety Legislation

We will indemnify The Insured in respect of

- (a) legal fees and expenses incurred with Our written consent for defending proceedings, including appeals
- (b) costs of prosecution awarded against The Insured

which arise from any health and safety inquiry or criminal proceedings for any breach of health and safety legislation of England, Wales, Scotland, Northern Ireland, the Isle of Man or the Channel Islands.

We will not provide indemnity

- (1) unless the proceedings relate to an actual or alleged act, omission or incident committed during the Period of Insurance within The Defined Territories and in connection with The Business.
- (2) in respect of proceedings which
 - (a) result from any deliberate act or omission by You.
 - (b) relate to the health and safety of any Employee.
- (3) where indemnity is provided by another insurance policy.

(5) Hired or Rented Premises

We will indemnify The Insured in respect of legal liability for accidental Damage to premises (including fixtures and fittings) within The Defined Territories which are hired, rented or loaned to The Insured in connection with The Business.

We will not provide indemnity in respect of

- (1) the first £250 of Compensation, Costs and Expenses in respect of such Damage caused other than by fire or explosion.
- (2) liability imposed on The Insured solely by reason of the terms of any hiring or renting agreement.
- (3) Damage caused by fire or any other peril against which any hiring or renting agreement specifies that insurance is taken out by The Insured.

(6) Motor Contingent Liability

We will indemnify You in respect of Your legal liability for accidental Bodily Injury and Damage to Property which arises from any vehicle or trailer attached thereto which is

- (1)
 - (a) not owned by
 - (b) not loaned, leased, hired or rented to You nor provided by Youand
- (2) being used in connection with The Business in The Defined Territories.

We will not provide indemnity

- (1) in respect of Damage to the vehicle or trailer or goods carried in or on the vehicle or trailer
- (2) while the vehicle is being driven by
 - (a) You
 - (b) any person who to Your knowledge or that of Your representatives does not hold a licence to drive the vehicle unless such person has held and is not disqualified from holding or obtaining such a licence
- (3) where indemnity is provided by another insurance policy.

(7) Overseas Personal Liability

We will indemnify You and, at Your request, any director, partner, proprietor or Employee of Yours in respect of legal liability for accidental Bodily Injury or Damage to Property incurred in a personal capacity whilst such persons are temporarily outside The Defined Territories in connection with The Business.

We will also indemnify any accompanying spouse and children.

Where You are an individual, this indemnity will also apply to Your personal liability whilst away from Your business premises in connection with The Business but within The Defined Territories.

We will not provide indemnity

- (1) where liability arises from
 - (a) any agreement unless liability would have existed otherwise.
 - (b) ownership or occupation of land or buildings.
 - (c) the carrying on of any trade or profession.

Legal Liabilities Insurance

- (d) ownership, possession or use of wild animals, firearms (other than sporting guns), mechanically propelled vehicles, aircraft or watercraft.
- (2) where indemnity is provided by another insurance policy.

(8) Payment for Court Attendance

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

The maximum We will pay for

- (a) You, each director or partner is £250 per day
- (b) each Employee is £150 per day

9) Legal Expenses arising from Consumer Protection Act 1987 and Food Safety Act 1990

We will indemnify The Insured in respect of

- (1) legal fees and expenses incurred with Our written consent for defending proceedings, including appeals
- (2) costs of prosecution awarded against The Insured

which arise from criminal proceedings for any breach of Part II of the Consumer Protection Act 1987 or Part II of the Food Safety Act 1990.

We will not provide indemnity

- (1) unless the proceedings relate to an actual or alleged act, omission or incident committed during the Period of Insurance within The Defined Territories and in connection with The Business.
- (2) in respect of proceedings which result from any deliberate act or omission by You.
- (3) where indemnity is provided by another insurance policy.

(10) Employees' and Visitors' Personal Belongings

We will indemnify The Insured in respect of legal liability for accidental Damage to employees' and visitors' vehicles and personal belongings which are in the custody or control of The Insured.

We will not provide indemnity where this property is

- (1) loaned, leased, hired or rented to You.
- (2) stored for a fee or other consideration by You.
- (3) in the custody or control of The Insured for the purposes of being worked upon.

(11) Contractual Liability

We will indemnify The Insured against liability in respect of accidental Bodily Injury or Damage to Property imposed on You solely by reason of the terms of any agreement provided that the conduct and control of any claim is vested in Us.

We will not provide indemnity in respect of any agreement for or including the performance of work outside The Defined Territories.

Additional Clauses, Endorsements and Any Other Terms Exceptions and Conditions

This Section is subject to any Additional Clauses, Endorsements and any other terms Exceptions and Conditions stated as operative or applicable in the Schedule.

Terrorism Insurance

Only applicable if this Section is shown as operative in the Schedule

Definitions

(also refer to the Policy Definitions at the front of the booklet)

The following definitions apply to this Section and shall keep the same meaning where ever they appear in the Section, unless an alternative definition is stated to apply.

Act of Sabotage

means a subversive act or series of such acts committed for political, religious or ideological purposes including the intention to influence any government and/or to put the public in fear for such purposes.

Act of Terrorism

means an act or series of acts, including the use of force or violence, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s), committed for political, religious or ideological purposes including the intention to influence any government and/or to put the public in fear for such purposes.

Damage

Loss of or physical damage or destruction to Property Insured.

Occurrence

shall mean any one loss or series of losses arising out of and directly occasioned by any one act or series of Acts of Terrorism or Acts of Sabotage for the same purpose or cause sustained by You at the Premises during any period of 72 consecutive hours arising out of the same purpose or cause. However no such period of 72 consecutive hours may extend beyond the expiration of this Policy unless You shall first sustain direct physical damage by an Act of Terrorism or an Act of Sabotage prior to expiration and within said period of 72 consecutive hours nor shall any period of 72 consecutive hours commence prior to the attachment of this Policy.

Property Insured

All property as detailed in the Schedule.

Cover

We will indemnify You in respect of any one Occurrence of loss or Damage by an Act of Terrorism or Act of Sabotage during the Policy Period.

Basis of Settlement

The maximum We will pay under this Section in any one Period of Insurance will not exceed the limit of liability or Sum Insured or a limit specified in any extension under Property Damage or Business Interruption sections.

Provided always that insurance by this Section

- a. Is not subject to the General Policy Exclusions
- b. Is subject otherwise to all General Policy Terms and conditions except where expressly varied within this Section.

Exceptions

- 1) We will not cover loss or damage by electronic means including but not limited to computer hacking or the introduction of any form of computer virus or corrupting or unauthorised instructions or code or the use of any electromagnetic weapon.
- 2) We will not cover 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.
- 3) 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.
- 4) We will not cover loss or damage arising directly or indirectly from nuclear detonation, nuclear reaction, nuclear radiation or radioactive contamination, however such nuclear detonation, nuclear reaction, nuclear radiation or radioactive contamination may have been caused.

Legal Expenses Insurance

Legal Expenses Insurance Section

This section of cover is underwritten by DAS Legal Expenses Insurance Company Limited, authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

DAS Head and Registered Office:
DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side,
Temple Back, Bristol, BS1 6NH.

Registered in England and Wales, number 103274.
Website: www.das.co.uk

DAS Law Limited Head and Registered Office:
DAS Law Limited, North Quay, Temple Back, Bristol, BS1 6FL.

Registered in England and Wales, number 5417859.
Website: www.daslaw.co.uk

DAS Law Limited is authorised and regulated by the Solicitors Regulation Authority. DAS Law Limited is listed on the Financial Conduct Authority register to carry out insurance mediation activity, including the administration of insurance contracts, on behalf of DAS Legal Expenses Insurance Company Limited.

The meaning of words in this section of the policy

appointed representative

The **preferred law firm**, law firm, **tax consultancy**, accountant or other suitably qualified person **we** will appoint to act on the **insured person's** behalf.

business

As shown in the policy schedule.

business premises

As shown in the policy schedule.

costs and expenses

- (a) All reasonable and necessary costs chargeable by the **appointed representative** and agreed by **us** in accordance with the **DAS Standard Terms of Appointment**.
- (b) The costs incurred by opponents in civil cases if the **insured person** has been ordered to pay them, or the **insured person** pays them with **our** agreement.

countries covered

- (a) For insured incidents **Legal defence** (excluding **5. Statutory notice appeals**), and **Personal injury**
The European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey.

- (b) For all other insured incidents
The United Kingdom of Great Britain and Northern Ireland, the Isle of Man, the Channel Islands.

DAS Standard Terms

The terms and conditions (including the amount **we** will pay to an **appointed representative**) that apply to the relevant type of claim, which could include a conditional fee agreement (no win, no fee).

date of occurrence

- (a) For civil cases (other than under insured incident **Tax protection**), the date of the event that leads to a claim. If there is more than one event arising at different times from the same originating cause, the **date of occurrence** is the date of the first of these events. (This is the date the event happened, which may be before the date **you** or an **insured person** first became aware of it.)
- (b) For criminal cases, the date the **insured person** began, or is alleged to have begun, to break the law.
- (c) For insured incident **Statutory licence appeal**, the date when **you** first became aware of the proposal by the relevant licensing or regulatory authority to suspend, alter the terms of, refuse to renew or cancel **your** licence, mandatory registration or British Standard Certificate of Registration.
- (d) For insured incident **Tax protection**, the date when HM Revenue & Customs, or the relevant authority, first notifies **you** of its intention to carry out an enquiry. For **VAT** or **employer compliance disputes**, the date the dispute arises during the **period of insurance**.
- (e) For insured incident **Legal defence 5. Statutory notice appeals**, the date when the **insured person** is issued with the relevant notice and has the right to appeal.

employer compliance dispute

A dispute with HM Revenue & Customs concerning **your** compliance with Pay As You Earn, Social Security, Construction Industry or IR35 legislation and regulations.

insured person

You and the directors, partners, managers, employees and any other individuals declared to **us** by **you**.

period of insurance

The period for which **we** have agreed to cover the **insured person**.

preferred law firm or tax consultancy

A law firm, barristers' chambers or tax expert **we** choose to provide or **tax consultancy** legal or other services. These specialists are chosen as they have the proven expertise to deal with the **insured person's** claim and must comply with **our** agreed service standard levels, which **we** audit regularly. They are appointed according to the **DAS Standard Terms of Appointment**.

Legal Expenses Insurance

reasonable prospects

- (a) For civil cases, the prospects that the **insured person** will recover losses or damages or a reduction in tax or National Insurance liabilities (or obtain any other legal remedy that **we** have agreed to, including an enforcement of judgment), make a successful defence or make a successful appeal or defence of an appeal, must be at least 51%. **We**, or a **preferred law firm** or **tax consultancy** on **our** behalf, will assess whether there are **reasonable prospects**.
- (b) For criminal cases there is no requirement for there to be prospects of a successful outcome, however for appeals the prospects must be at least 51%.

tax enquiry

A written notice of enquiry, issued by HM Revenue & Customs, to carry out an Income Tax or Corporation Tax compliance check which either:

- (i) includes a request to examine any aspect of **your** books and records; or
- (ii) advises of a check of **your** whole tax return.

VAT dispute

A dispute with HM Revenue & Customs following the issue of an assessment, written decision or notice of a civil penalty relating to **your** VAT affairs.

we, us, our, DAS

DAS Legal Expenses Insurance Company Limited.

you, your

The **business** that has taken out this policy (shown as the policyholder in the policy schedule).

We agree to provide the insurance described in this section of the policy for the insured person in respect of any insured incident arising in connection with the business shown in the schedule, in return for the payment of the premium and subject to the terms, conditions, exclusions and limitations set out in this section of the policy, provided that:

1. **reasonable prospects** exist for the duration of the claim
2. the **date of occurrence** of the insured incident is during the **period of insurance**
3. any legal proceedings will be dealt with by a court, or other body which **we** agree to, within the **countries covered**, and
4. the insured incident happens within the **countries covered**.

What **we** will pay

We will pay an **appointed representative**, on **your** behalf, **costs and expenses** incurred following an insured incident, and any compensation awards that **we** have agreed to, provided that:

1. the most **we** will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is £500,000

2. the most **we** will pay in **costs and expenses** is no more than the amount **we** would have paid to a **preferred law firm** or **tax consultancy**. The amount **we** will pay a law firm (where acting as an **appointed representative**), is currently £100 per hour. This amount may vary from time to time.
3. in respect of an appeal or the defence of an appeal, **you** must tell **us** within the time limits allowed that **you** want to appeal. Before **we** pay the **costs and expenses** for appeals, **we** must agree that **reasonable prospects** exist
4. for an enforcement of judgment to recover money and interest due to **you** after a successful claim under this section of the policy, **we** must agree that **reasonable prospects** exist
5. where an award of damages is the only legal remedy to a dispute and the cost of pursuing legal action is likely to be more than any award of damages, the most **we** will pay in **costs and expenses** is the value of the likely award
6. in respect of **Legal defence 6 – Jury service and court attendance** – the maximum **we** will pay is the **insured person's** net salary or wages for the time that the **insured person** is absent from work less any amount the court pays.

What **we** will not pay

1. In the event of a claim, if **you** decide not to use the services of a **preferred law firm** or **tax consultancy**, **you** will be responsible for any costs that fall outside the **DAS Standard Terms of Appointment** and these will not be paid by **us**.
2. The total of the employment compensation awards payable by **us** shall not exceed £1,000,000 in any one **period of insurance**.
3. The first £500 of any contract dispute claim where the amount in dispute exceeds £5,000.

Insured incidents

What is covered

Employment disputes and compensation awards

1. Employment disputes

Costs and expenses to defend **your** legal rights:

- (a) before the issue of legal proceedings in a court or tribunal:
 - (i) following the dismissal of an employee; or
 - (ii) where an employee or ex-employee has contacted ACAS to commence the Early Conciliation procedure; or
- (b) in unfair dismissal disputes under the ACAS Arbitration Scheme; or
- (c) in legal proceedings in respect of any dispute relating to:

Legal Expenses Insurance

- (i) a contract of employment with **you**;
- or
- (ii) an alleged breach of the statutory rights of an employee, ex-employee or prospective employee under employment legislation.

What is not covered

A claim relating to the following:

1. a dispute where the cause of action arises within the first 90 days of the start of this section of the policy
2. a dispute with an employee under a written or oral warning (formal or informal) within 180 days immediately before the start of this section of the policy if the date of occurrence was within 180 days of the start of this section of the policy
3. redundancy or alleged redundancy or unfair selection for redundancy which occurs within the first 180 days of the start of this section of the policy
4. damages for personal injury or loss of or damage to property
5. Transfer of Undertakings (Protection of Employment) Regulations 2006 or the Transfer of Employment (Pension Protection) Regulations 2005.

What is covered

2. Compensation awards

We will pay:

- (a) any basic and compensatory award; and/or
- (b) an order for compensation following a breach of **your** statutory duties under employment legislation

in respect of a claim **we** have accepted under insured incident 1.

Provided that:

- (a) in cases relating to performance and/ or conduct, **you** have throughout the employment dispute either:
 - (i) followed the ACAS Code of Disciplinary and Grievance Procedures; or
 - (ii) followed equivalent codes of practice issued by the Labour Relations Agency in Northern Ireland; or
 - (iii) sought and followed advice from **our** legal advice service (Telephone **0330 100 9617**)
- (b) for an order of compensation following **your** breach of statutory duty under employment legislation **you** have at all times sought and followed advice from **our** legal advice service since the date when **you** should have known about the employment dispute (Telephone **0330 100 9617**)

- (c) for any compensation award for redundancy or alleged redundancy or unfair selection for redundancy, **you** have sought and followed advice from **our** Claims Department prior to serving notice of redundancy (Telephone **0330 100 9617**)
- (d) the compensation is awarded by a tribunal or through the ACAS Arbitration Scheme, under a judgment made after full argument and otherwise than by consent or default, or is payable under settlement approved in writing in advance by **us**.

Please note that the total of compensation awards payable by **us** is £1,000,000 in any one **period of insurance**.

What is not covered

1. Any compensation award relating to the following:
 - trade union activities, trade union membership or non-membership;
 - pregnancy or maternity rights, paternity, parental or adoption rights;
 - health and safety related dismissals brought under section 44 of the Employment Rights Act 1996;
 - statutory rights in relation to trustees of occupational pension schemes.
2. Non-payment of money due under a contract of employment or a statutory provision.
3. Any award ordered because **you** have failed to provide relevant records to employees under National Minimum Wage legislation.
4. A compensation award or increase in a compensation award relating to failure to comply with a current or previous recommendation made by a tribunal.

What is covered

3. Employee civil legal defence

Costs and expenses to defend the **insured person's** (other than **your**) legal rights if an event arising from their work as an employee leads to civil action being taken against them:

- (a) under legislation for unlawful discrimination; or
- (b) as trustee of a pension fund set up for the benefit of **your** employees.

Please note that **we** will only provide cover for an **insured person** (other than **you**) at **your** request.

4. Service occupancy

Costs and expenses to pursue a dispute with an employee or ex-employee to recover possession of premises owned by, or for which **you** are responsible.

Legal Expenses Insurance

What is not covered

Any claim relating to defending **your** legal rights other than defending a counter-claim.

What is covered

Legal defence

Costs and expenses to defend the **insured person's** legal rights:

1. Criminal pre-proceedings cover

Prior to the issue of legal proceedings, when dealing with the Police, Health and Safety Executive and/or Local Authority Health and Safety Enforcement Officer where it is alleged that the **insured person** has or may have committed a criminal offence

2. Criminal prosecution defence

Following an event which leads to the **insured person** being prosecuted in a court of criminal jurisdiction

Please note **we** will only cover criminal investigations and/or prosecutions which arise in direct connection with the activities of the **business** shown in the schedule.

3. Data protection

If civil action is taken against the **insured person** for compensation under data protection legislation, when handling personal data in their capacity as a data controller and/or a data processor by:

- a) An individual. **We** will also pay any compensation award in respect of such a claim.
- b) A data controller and/or data processor, which arises out of, or relates to, a claim made by an individual for compensation against that data controller and/or data processor.

Please note **we** will not pay any compensation award in respect of such a claim.

Provided that:

In respect of 3(a) any sum of money in settlement of a dispute is awarded by a court under a judgment made after full argument and otherwise than by consent or default, or is payable under settlement approved in advance by **us**.

Please note **we** will not cover the cost of fines imposed by the Information Commissioner, or any other regulatory and/or criminal body. Please see Section Exclusions 3 on page 53.

What is not covered

A claim related to the following:

1. prosecution due to infringement of road traffic laws or regulations in connection with the ownership, driving or use of a motor vehicle

2.
 - a) the loss, alteration, corruption or distortion of, or damage to stored personal data, or
 - b) a reduction in the functionality, availability, or operation of stored personal data

resulting from hacking (unauthorised access), malicious or negligent transfer (electronic or otherwise) of a computer programme that contains any malicious or damaging code, computer virus or similar mechanism.

Please note this exclusion applies to section 3 of the Legal Defence cover

What is covered

4. Wrongful arrest

If civil action is taken against **you** for wrongful arrest in respect of an accusation of theft alleged to have been carried out during the **period of insurance**.

5. Statutory notice appeals

In an appeal against the imposition or terms of any Statutory Notice issued under legislation affecting **your business**.

What is not covered

1. an appeal against the imposition or terms of any Statutory Notice issued in connection with **your** licence, mandatory registration or British Standard Certificate of Registration
2. a Statutory Notice issued by an **insured person's** regulatory or governing body.

What is covered

6. Jury service and court attendance

An **insured person's** absence from work:

- (a) to perform jury service
- (b) to attend any court or tribunal at the request of the **appointed representative**.

The maximum **we** will pay is the **insured person's** net salary or wages for the time that they are absent from work less any amount **you**, the court or tribunal, have paid them.

Provided that:

- (a) for claims relating to the Health and Safety at Work etc Act 1974 the **countries covered** shall be any place where the Act applies
- (b) **you** request **us** to provide cover for the **insured person**.

Legal Expenses Insurance

What is covered

Statutory licence appeal

An appeal to the relevant statutory or regulatory authority, court or tribunal following a decision by a licensing or regulatory authority to suspend, or alter the terms of, or refuse to renew, or cancel **your** licence, mandatory registration or British Standard Certificate of Registration.

What is not covered

A claim relating to the following:

1. assistance with the application process either in relation to an original application or application for renewal of a statutory licence, mandatory registration or British Standard Certificate of Registration
2. the ownership, driving or use of a motor vehicle.

What is covered

Contract disputes

A contractual dispute arising from an agreement or an alleged agreement which has been entered into by **you** or on **your** behalf for the purchase, hire, sale or provision of goods or of services.

Provided that:

- (a) the amount in dispute exceeds £500 (incl VAT). If the amount in dispute exceeds £5,000 (incl VAT), **you** will be responsible for the first £500 of **costs and expenses** in each and every claim
- (b) if the amount in dispute is payable in instalments, the instalments due and payable at the time of making the claim exceed £500 (incl VAT)
- (c) if the dispute relates to money owed to **you**, a claim under the policy is made within 90 days of the money becoming due and payable.

What is not covered

1. A dispute arising from an agreement entered into prior to the start of this section of policy if the date of occurrence is within the first 90 days of the cover provided by this section of the policy.
2. (a) The settlement payable under an insurance policy (**we** will cover a dispute if **your** insurer refuses **your** claim, but not for a dispute over the amount of the claim).
(b) The sale, purchase, terms of a lease, licence, or tenancy of land or buildings. However, **we** will cover a dispute with a professional adviser in connection with these matters.
(c) A loan, mortgage, pension, guarantee or any other financial product and choses in action.

- (d) A motor vehicle owned by, or hired or leased to **you** other than agreements relating to the sale of motor vehicles where **you** are engaged in the business of selling motor vehicles.
3. A dispute with an employee or ex-employee which arises out of, or relates to, a contract of employment with **you**.
4. A dispute which arises out of the:
 - sale or provision of computer hardware, software, systems or services; or
 - the purchase or hire of computer hardware, software, systems or services tailored by a supplier to **your** own specification.
5. A dispute arising from a breach or alleged breach of professional duty by an **insured person**.
6. The recovery of money and interest due from another party, other than disputes where the other party indicates that a defence exists.

What is covered

Debt recovery

A dispute relating to the recovery of money and interest due from the sale or provision of goods or services, including enforcement of judgments.

Provided that:

- (a) the debt exceeds £500 (incl VAT)
- (b) a claim is made within 90 days of the money becoming due and payable
- (c) **we** have the right to select the method of enforcement, or to forego enforcing judgement if **we** are not satisfied that there are, or will be, sufficient assets available to satisfy judgement.

What is not covered

A claim relating to the following:

1. Any debt arising from an agreement entered into prior to the start of this section of the policy if the debt is due within the first 90 days of the cover provided by this section of the policy.
2. (a) the settlement payable under an insurance policy
(b) the sale, purchase, terms of a lease, licence, or tenancy of land or buildings
(c) a loan, mortgage, pension, guarantee or any other financial product and choses in action
(d) a motor vehicle owned by, or hired or leased to, **you** other than agreements relating to the sale of motor vehicles where **you** are engaged in the **business** of selling motor vehicles

Legal Expenses Insurance

3. a dispute which arises out of the supply, hire, sale or provision of computer hardware, software, systems or services
4. the recovery of money and interest due from another party where the other party indicates that a defence exists
5. any dispute which arises from debts **you** have purchased from a third party.

What is covered

Property protection

A civil dispute relating to material property which is owned by **you**, or is **your** responsibility following:

1. any event which causes physical damage to such material property; or
2. a legal nuisance (meaning any unlawful interference with **your** use or enjoyment of **your** land, or some right over, or in connection with it); or
3. a trespass.

Please note that **you** must have established the legal ownership or right to the land that is the subject of the dispute.

What is not covered

A claim relating to the following:

1. a contract **you** have entered into
2. goods in transit or goods lent or hired out
3. goods at premises other than those occupied by **you** unless the goods are at the premises for the purpose of installations or use in work to be carried out by **you**
4. mining subsidence
5. defending **your** legal rights but **we** will cover defending a counter-claim
6. a motor vehicle owned or used by, or hired or leased to an **insured person** (other than damage to motor vehicles where **you** are in the business of selling motor vehicles)
7. the enforcement of a covenant by or against **you**.

What is covered

Personal injury

At your request, **we** will pay **costs and expenses** for an **insured person's** and their family members' legal rights following a specific or sudden accident that causes the death of, or bodily injury to them.

What is not covered

A claim relating to the following:

1. any illness or bodily injury that happens gradually
2. psychological injury or mental illness unless the condition follows a specific or sudden accident that has caused physical bodily injury
3. defending an **insured person's** or their family members' legal rights other than in defending a counter-claim
4. clinical negligence.

What is covered

Tax protection

- (1) A **tax enquiry**
- (2) An **employer compliance dispute**
- (3) A **VAT dispute**

Provided that:

you have taken reasonable care to ensure that all returns are complete and correct and are submitted within the statutory time limits allowed

Please note **we** will only cover tax claims which arise in direct connection with the activities of the **business** shown in the schedule.

What is not covered

1. Any claim relating to a tax avoidance scheme.
2. Any failure to register for Value Added Tax or Pay As You Earn.
3. Any investigation or enquiries by, with or on behalf of HM Revenue & Customs Special Investigations Section, Special Civil Investigations, Criminal Investigations Unit, Criminal Taxes Unit, under Public Notice 160 or by the Revenue & Customs Prosecution Office.
4. Any claim relating to import or excise duties and import VAT.
5. Any investigation or enquiry by HM Revenue & Customs into alleged dishonesty or alleged criminal offences.

What is covered

Tenancy disputes

A dispute between **you** and **your** landlord relating to premises leased or rented by **you**.

What is not covered

A dispute arising from or relating to rent or service charges or renewal of the tenancy agreement.

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Exclusions

We will not pay for the following:

1. Late reported claims

Any claim reported to **us** more than 180 days after the date the **insured person** should have known about the insured incident.

2. Costs we have not agreed

Costs and expenses incurred before **our** written acceptance of a claim.

3. Court awards and fines

Fines, penalties, compensation or damages which the **insured person** is ordered to pay by a court or other authority, other than compensation awards covered under insured incidents **Employment disputes and compensation awards** and **Legal defence**.

4. Legal action we have not agreed

Legal action an **insured person** takes which **we** or the **appointed representative** have not agreed to, or where the **insured person** does anything that hinders **us** or the **appointed representative**.

5. Intellectual property rights

Any claim relating to patents, copyrights, trademarks, merchandise marks, registered designs, intellectual property, secrecy and confidentiality agreements.

6. Deliberate acts

Any insured incident deliberately or intentionally caused by an **insured person**.

7. Franchise or agency agreements

Any claim relating to rights under a franchise or agency agreement entered into by **you**.

8. A dispute with DAS

A dispute with **us** not otherwise dealt with in accordance with Condition 8 of this section of the policy.

9. Shareholding or partnership disputes

Any claim relating to a shareholding or partnership share in the **business** shown in the policy schedule.

10. Judicial review

Costs and expenses arising from or relating to judicial review, coroner's inquest or fatal accident inquiry.

11. Nuclear, war and terrorism risks

Any claim caused by, contributed to by or arising from:

- (a) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel;
- (b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it;
- (c) war, invasion, foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup, or any other act of terrorism or alleged act of terrorism as defined by the Terrorism Act 2000;
- (d) pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.

12. Bankruptcy

Any claim where either at the start of, or during the course of a claim, **you**:

- (a) are declared bankrupt
- (b) have filed a bankruptcy petition
- (c) have filed a winding-up petition
- (d) have made an arrangement with **your** creditors
- (e) have entered into a deed of arrangement
- (f) are in liquidation
- (g) part or all of **your** affairs or property are in the care or control of a receiver or administrator.

13. Group or Class Actions

Any claim where legal action resulting from one or more event arising at the same time or from the same originating cause which could lead to the court making a Group Litigation Order.

14. Defamation

Any claim relating to written or verbal remarks that damage the **insured person's** reputation.

15. Calendar date devices

Any claim directly or indirectly caused by or resulting from any device failing to recognise, interpret or process any date as its true calendar date.

16. Litigant in person

Any claim where an **insured person** wants conduct of their own claim as defined by the Solicitors Regulation Authority (Code of Conduct: Rule 20).

Legal Expenses Insurance

Conditions

1. Your representation

- (a) On receiving a claim, if representation is necessary, **we** will appoint a **preferred law firm, tax consultancy** or in-house lawyer as **your appointed representative** to deal with **your** claim. They will try to settle **your** claim by negotiation without having to go to court.
- (b) If the appointed **preferred law firm, tax consultancy** or our in-house lawyer cannot negotiate settlement of **your** claim and it is necessary to go to court and legal proceedings are issued or there is a conflict of interest, then **you** may choose a law firm or tax expert to act as the **appointed representative**. **We** will choose the **appointed representative** to represent **you** in any proceedings where **we** are liable to pay a compensation award.
- (c) If **you** choose a law firm as **your appointed representative** who is not a **preferred law firm** or **tax consultancy**, **we** will give **your** choice of law firm the opportunity to act on the same terms as a **preferred law firm** or **tax consultancy**. However if they refuse to act on this basis, the most **we** will pay is the amount **we** would have paid if they had agreed to the **DAS Standard Terms of Appointment**. The amount **we** will pay a law firm (where acting as the **appointed representative**), is currently £100 per hour. This amount may vary from time to time.
- (d) The **appointed representative** must co-operate with **us** at all times and must keep **us** up to date with the progress of the claim.

2. Your responsibilities

An **insured person** must:

- (a) co-operate fully with **us** and the **appointed representative**;
- (b) give the **appointed representative** any instructions that **we** ask **you** to.

3. Offers to settle a claim

- (a) An **insured person** must tell **us** if anyone offers to settle a claim and must not negotiate or agree to any settlement without **our** written consent.
- (b) If an **insured person** does not accept a reasonable offer to settle a claim, **we** may refuse to pay further **costs and expenses**.
- (c) **We** may decide to pay an **insured person** the reasonable value of the claim that the **insured person** is claiming or is being claimed against them instead of starting or continuing legal action. In these circumstances an **insured person** must allow **us** to take over and pursue or settle a claim in their name. An **insured person** must allow **us** to pursue at **our** own expense and for their benefit, any claim for compensation against any other person and an **insured person** must give **us** all the information and help **we** need to do so.
- (d) Where a settlement is made on a without-costs basis **we** will decide what proportion of that settlement will be regarded as **costs and expenses** and payable to **us**.

4. Assessing and recovering costs

- (a) An **insured person** must instruct the **appointed representative** to have **costs and expenses** taxed, assessed or audited if **we** ask for this.
- (b) An **insured person** must take every step to recover **costs and expenses** and court attendance and jury service expenses that **we** have to pay and must pay **us** any amounts that are recovered.

5. Cancelling an appointed representative's appointment

If the **appointed representative** refuses to continue acting for an **insured person** with good reason or if an **insured person** dismisses the **appointed representative** without good reason, the cover **we** provide will end at once, unless **we** agree to appoint another **appointed representative**.

6. Withdrawing cover

If an **insured person** settles a claim or withdraws their claim without **our** agreement, or does not give suitable instructions to the **appointed representative**, **we** can withdraw cover and will be entitled to reclaim any **costs and expenses** **we** have paid.

7. Expert opinion

We may require **you** to get, at **your** own expense, an opinion from an expert, that **we** consider appropriate, on the merits of the claim or proceedings, or on a legal principle. The expert must be approved in advance by **us** and the cost agreed in writing between **you** and **us**. Subject to this **we** will pay the cost of getting the opinion if the expert's opinion indicates that it is more likely than not that **you** will recover damages (or obtain any other legal remedy that **we** have agreed to) or make a successful defence.

8. Arbitration

If there is a disagreement between **you** and **us** about the handling of a claim and it is not resolved through **our** internal complaints procedure and **you** are a small **business**, **you** can contact the Financial Ombudsman Service for help. Details available from www.financial-ombudsman.org.uk. Alternatively there is a separate arbitration process (this applies to all sizes of **business**). The arbitrator will be a barrister chosen jointly by **you** and **us**. If there is a disagreement over the choice of arbitrator, **we** will ask the Chartered Institute of Arbitrators to decide.

9. Keeping to the policy terms

An **insured person** must:

- (a) keep to the terms and conditions of this policy
- (b) take reasonable steps to avoid and prevent claims
- (c) take reasonable steps to avoid incurring unnecessary costs
- (d) send everything **we** ask for in writing, and
- (e) report to **us** full and factual details of any claim as soon as possible and give **us** any information **we** need.

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Helping you with your legal problems

If **you** wish to speak to **our** legal teams about a legal problem, please telephone us on **0330 100 9617** as soon as **you** become aware of the problem. **We** will ask **you** about **your** legal issue and if necessary call back to give **you** legal advice.

Making a claim

If **your** issue cannot be dealt with through legal advice and needs to be dealt with as a potential claim under this section of the policy, telephone **us** on **0330 100 9617** quoting reference number TS5/4726053 and **we** will give **you** a reference number. At this point **we** will not be able to tell **you** whether the claim is covered or not, but **we** will pass the information **you** have given **us** to **our** claims handling teams and explain what to do next.

Please do not ask for help from a lawyer, accountant or anyone else before **we** have agreed that **you** should do so. If **you** do, **we** will not pay the costs involved even if **we** accept the claim.

Data protection

To comply with data protection regulations **we** are committed to processing the **insured person's** personal information fairly and transparently. This section is designed to provide a brief understanding of how **we** collect and use this information.

We may collect personal details, including the **insured person's** name, address, date of birth, email address and, on occasion, dependent on the type of cover the **insured person** has, sensitive information such as medical records. This is for the purpose of managing the **insured person's** products and services, and this may include underwriting, claims handling and providing legal advice. **We** will only obtain the **insured person's** personal information either directly from them, the third party dealing with the **insured person's** claim or from the authorised partner who sold them the policy.

WHO WE ARE

DAS is part of DAS Legal Expenses Insurance Company Limited which is part of DAS UK Holdings Limited (DAS UK Group). The uses of the **insured person's** personal data by us and members of the DAS UK Group are covered by **our** individual company registrations with the Information Commissioner's Office. **DAS** has a Data Protection Officer who can be contacted through dataprotection@das.co.uk.

HOW WE WILL USE YOUR INFORMATION

We may need to send the **insured person's** information to other parties, such as lawyers or other experts, the court, insurance intermediaries, insurance companies, appointed service providers, specialist agencies so they may contact the **insured person** to ask for their feedback, or members of the DAS UK Group. If the **insured person's** policy includes legal advice **we** may have to send the information outside of the European Economic Area (EEA) in order to give legal advice on non-European Union law. Dependent on the type of cover the **insured person** has, their information may also be sent outside the EEA so the service provider can administer their claim.

We will take all steps reasonably necessary to ensure that the **insured person's** data is treated securely and in accordance with this Privacy Notice. Any transfer outside of the EEA will be encrypted using SSL technology.

We will not disclose the **insured person's** personal data to any other person or organisation unless **we** are required to by **our** legal and regulatory obligations. For example, **we** may use and share the **insured person's** data with other organisations and public bodies, including the police and anti-fraud organisations, for the prevention and detection of crime, including fraud and financial sanctions. If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies to prevent fraud and money laundering. Further details explaining how the information held by fraud prevention agencies may be used can be obtained by writing to, or telephoning **DAS**. A copy is also accessible and can be downloaded via **our** website.

WHAT IS OUR LEGAL BASIS FOR PROCESSING YOUR INFORMATION?

It is necessary for **us** to use the **insured person's** personal information to perform **our** obligations in accordance with any contract that **we** may have with the **insured person**. It is also in **our** legitimate interest to use the **insured person's** personal information for the provision of services in relation to any contract that **we** may have with **you**.

HOW LONG WILL YOUR INFORMATION BE HELD FOR?

We will retain the **insured person's** personal data for 7 years. **We** will only retain and use their personal data thereafter as necessary to comply with **our** legal obligations, resolve disputes, and enforce **our** agreements. If **you** wish to request that **we** no longer use the **insured person's** personal data, please contact **us** at dataprotection@das.co.uk.

WHAT ARE YOUR RIGHTS?

The **insured person** has the following rights in relation to the handling of their personal data:

- the right to access personal data held about them
- the right to have inaccuracies corrected for personal data held about them
- the right to have personal data held about them erased
- the right to object to direct marketing being conducted based upon personal data held about them
- the right to restrict the processing for personal data held about them, including automated decision-making
- the right to data portability for personal data held about them

Any requests, questions or objections should be made in writing to the Data Protection Officer:-

Data Protection Officer
DAS Legal Expenses Insurance Company Limited
DAS House
Quay Side
Temple Back
Bristol
BS1 6NH

Or via Email: dataprotection@das.co.uk

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HOW TO MAKE A COMPLAINT IN RELATION TO DATA PROTECTION

If the **insured person** is unhappy with the way in which their personal data has been processed, the **insured person** may in the first instance contact the Data Protection Officer using the contact details above.

If the **insured person** remains dissatisfied then they have the right to apply directly to the Information Commissioner's Office for a decision.

The Information Commissioner can be contacted at: -

Information Commissioner's Office Wycliffe House
Water Lane
Wilmslow
Cheshire
SK9 5AF

www.ico.org.uk

How to make a complaint

We always aim to give **you** a high quality service. If **you** think **we** have let **you** down, please write to **our** Customer Relations Department at **our** Head Office address:

DAS Legal Expenses Insurance Company Limited,
DAS House, Quay Side, Temple Back, Bristol BS1 6NH

Registered in England and Wales, number 103274.

Or **you** can phone **us** on **0344 893 9013** or email **us** at customerrelations@das.co.uk

Details of **our** internal complaint-handling procedures are available on request.

If **you** are still not satisfied and are a small business **you** can contact the Insurance Division of the Financial Ombudsman Service at Exchange Tower, Harbour Exchange Square, London E14 9SR.

You can also contact them on: **0800 023 4567** (free from a landline) or **0300 123 9123** (free from some mobile phones), or email them at complaint.info@financial-ombudsman.org.uk
Website: www.financialombudsman.org.uk

Your complaint may be more suitably handled by a comparable complaints scheme, the Legal Ombudsman Service. **You** can contact the Legal Ombudsman Service at: PO Box 6806, Wolverhampton, WV1 9WJ.

You can also contact them by telephone on **0300 555 0333** or email them at enquiries@legalombudsman.org.uk
Website: www.legalombudsman.org.uk

Using this service does not affect **your** right to take legal action.

Policy Exceptions

(not applicable to the Legal Expenses Insurance Section)

We will not provide indemnity in respect of

- (1) any consequence whatsoever resulting directly or indirectly from or in connection with any of the following, regardless of any other contributory cause or event
 - (a) war invasion, act of a foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power
 - (b) nationalisation, confiscation, requisition, seizure or destruction by the Government or any public authority
 - (c) any action taken in controlling, preventing, suppressing or in any way relating to (a) and, or (b) above.

However,

- (1) exceptions (1) (a) (b) and (c) do not apply to the Employers' Liability Section or to the Terrorism Insurance Section when insured by this policy
- (2) exception (1) (b) does not apply to the Public and Products Liability Section when insured by this policy.
- (2) death or disablement, loss or destruction of or damage to any property, any loss or expense whatsoever, any consequential loss or any legal liability
 - (a) directly or indirectly caused by or contributed to by or arising from
 - (i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
 - (ii) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
 - (b) directly or indirectly caused by or contributed to by or arising from the use of or threatened use of any weapon
 - (i) dispersing radioactive material and, or ionising radiation
 - (ii) using atomic or nuclear fission and, or fusion or other like reaction.

However,

- (A) exception (2) (b) does not apply to the following Sections, when insured by this policy
 - (a) Employers' Liability
 - (b) Public and Products Liability
- (B) exception (2) (a) does not apply to the Employers' Liability Section unless under a contract or agreement You have undertaken to
 - (a) indemnify another party
 - (b) assume the liability of another party

(C) exceptions (2) (a) and (b) do not apply to the following Sections, when insured by this policy

(a) Terrorism Insurance.

(3) (not applicable to the Legal Liabilities Section)

We will not provide indemnity under this policy in respect of any loss of or damage to any property whatsoever or any loss, cost or expense whatsoever resulting or arising therefrom or any Consequential Loss directly or indirectly caused by contributed to by or arising from

- (a) Terrorism
- (b) civil commotion in Northern Ireland but this shall only apply to the Property Damage and Business Interruption Sections when insured by this policy
- (c) any action taken in controlling, preventing, suppressing or in any way relating to (a) and, or (b) above

In any action, suit or other proceedings where We allege that any consequence whatsoever resulting directly or indirectly from or in connection with 3(a) and 3(c) above regardless of any other contributory cause or event is not covered by this policy (or is covered only up to a specified limit of liability) You will have to prove that any such consequence is covered (or is covered beyond that limit of liability).

Exception (3) (a) above does not apply to the Terrorism Insurance Section when insured by this policy.

- (4) loss, destruction or damage directly caused by pressure waves from aircraft or other aerial devices.
- (5) loss, destruction or damage to
 - (a) Money
 - (b) securities or bonds
 - (c) jewellery or precious stones
 - (d) precious metals or bullion
 - (e) furs or curios
 - (f) rare books or works of art
 - (g) property in transit
 - (h) goods held in trust or on commission
 - (i) documents or manuscripts
 - (j) business books or computer systems records
 - (k) explosives

unless specifically mentioned.

However, exceptions 5(a) to (k) do not apply to the following Sections when insured by this policy.

- Terrorism
- Employers' Liability
- Public and Products Liability

Policy Exceptions

Definition

The following definition only applies to this Exception

Defined Contingency

Fire, lightning, explosion, aircraft and 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, impact by any road vehicle or animal, or theft.

- (6) any claim which arises directly or indirectly from or consists of the failure or inability of any
- (a) electronic circuit, microchip, integrated circuit, microprocessor, embedded system, hardware, software, firmware, program, computer, data processing equipment, telecommunication equipment or systems, or any similar device
 - (b) media or systems used in connection with anything referred to in (a) above

whether Your property or not, at any time to achieve any or all of the purposes and consequential effects intended by the use of any number, symbol or word to denote a date and this includes without any limitation the failure or inability to recognise, capture, save, retain or restore and, or correctly to manipulate, interpret, transmit, return, calculate or process any date, data, information, command, logic or instruction as a result of

- (i) recognising, using or adopting any date, day of the week or period of time, otherwise than as, or other than, the true or correct date, day of the week or period of time
- (ii) the operation of any command or logic which has been programmed or incorporated into anything referred to in (a) and (b) above.

However, We shall not exclude any claim for subsequent loss or destruction of or damage to any property or consequential loss which itself results from a Defined Contingency arising under any of the following Sections, but only to the extent that such claim would otherwise be insured under that Section

- (1) Property Damage
- (2) Business Interruption
- (3) Money and Assault

This exception does not apply to any of the following Sections, when insured by this policy

- (1) Employers' Liability
- (2) Terrorism

- (7) any claim (other than in respect of Personal Injury as defined under the Public and Products Liability Section) arising directly or indirectly from or in connection with or consisting of

- (a) Loss of Data.

However, We will not exclude any claim arising directly or indirectly from or in connection with or consisting of Loss of Data which claim is not otherwise excluded and which results from a Malicious Contingency involving physical force and violence or a Specified Contingency where either is insured under any of the following Sections and only to the same extent that such claim is insured under that Section

- (i) Property Damage
- (ii) Business All Risks
- (iii) Money and Assault
- (iv) Business Interruption.

Exception (7) (a) above does not apply to the Public and Products Liability Section when insured by this policy.

- (b) any loss, destruction or damage, Failure or Loss of Data resulting directly or indirectly from or in connection with Virus or Similar Mechanism, Denial of Service Attack or unauthorised access to or use of Computer and Electronic Equipment.

However, We will not exclude any claim in respect of any subsequent physical loss or destruction of or damage to property other than Computer and Electronic Equipment and Data Storage Materials which claim is not otherwise excluded and which results from a Malicious Contingency involving physical force and violence or a Specified Contingency where either is insured under any of the following Sections and only to the same extent that such subsequent physical loss or destruction of or damage to property is insured under that Section

- (i) Property Damage
- (ii) Business All Risks
- (iii) Money and Assault
- (iv) Business Interruption.

Exceptions (7) (a) and (b) do not apply to the following Sections when insured by this policy

- (1) Employers' Liability
- (2) Terrorism Insurance

Definition

The following definition only applies to this exception

Specified Contingency

Fire, lightning, explosion, aircraft and other aerial devices or articles dropped from them, earthquake, storm or flood, escape of water from any tank, apparatus or pipe, falling trees, impact, escape of fuel from any fixed oil heating installation.

Conditions Precedent

The following Conditions Precedent should be read in conjunction with other Conditions Precedent which may apply to a specific Section of the Policy.

The following Conditions Precedent apply.

Minimum Security

It is a Condition Precedent to Our liability in respect of loss, destruction or damage caused by riot, civil commotion, strikers, locked out workers or persons taking part in labour disturbances, malicious persons other than thieves, theft, attempted theft, theft of Money occurring more than 30 days after the inception of the policy that

- (1) final exit doors must be secured as follows:
 - (a) timber doors – by mortice deadlocks having five or more levers or conforming to BS3621 with matching boxed striking plate
 - (b) aluminium doors – by cylinder mortice lock operating a swinging lock bolt
 - (c) non-timber or non-aluminium doors – by key operated multi-point locking devices having three or more locking points
 - (d) the first closing leaf of double leaf doors must be fitted internally with bolts top and bottom
- (2) all other external doors and internal doors leading to common areas or other premises, must be secured:
 - (a) by the means set out in (1), or
 - (b) by key operated security bolts fitted top and bottom
- (3) all opening windows or rooflights accessible from the ground or via roofs, pipework or other structures must be secured by key operated locking devices or screwed permanently shut
- (4) any security measures stipulated or agreed by Us in writing are implemented and in full and effective order.

Any door or window officially designated a fire exit by the fire authority is excluded from these requirements.

Protections

It is a Condition Precedent to Our liability in respect of loss, destruction or damage caused by theft, attempted theft or theft of Money that whenever The Premises are

- (1) closed for business
or
- (2) left unattended

all security devices provided to protect The Premises are properly fitted and put into full operation.

The following Condition Precedent applies only if stated under Additional Clauses operative in the Schedule.

Additional Clause A – Alarm Condition

Intruder Alarm System

Definitions

The following definitions only apply to the Intruder Alarm System Condition Precedent.

Alarmed Premises

The Premises or those parts of The Premises protected by the Intruder Alarm System.

Intruder Alarm System

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

Keyholder

You or any Responsible Person or keyholding company authorised by You:-

- (1) to accept notification of faults or alarm signals relating to the Intruder Alarm System

- (2) to attend, and allow access to The Premises

at least one of whom must be available at all times.

Responsible Person

You or any person authorised by You to be responsible for the security of The Premises.

It is a Condition Precedent to Our liability in respect of loss, destruction or damage caused by theft or attempted theft involving entry into or exit from The Premises by forcible and violent means that

- (1) whenever The Premises are closed for business or left unattended the Alarmed Premises are protected by the Intruder Alarm System

- (2) the Intruder Alarm System shall be maintained in full and efficient working order under a contract to provide both corrective and preventative maintenance with the installing company or such other company, as agreed with Us

- (3) no alteration to, or substitution of

- (a) any part of the Intruder Alarm System

- (b) the procedures agreed with Us for police or any other response to any activation of the Intruder Alarm System

- (c) the maintenance contract

shall be made without Our written agreement

Conditions Precedent

- (4) at least one Responsible Person must remain on the Alarmed Premises
- (a) unless the Intruder Alarm System is fully set with the means of communication used to transmit signals in full operation
 - (b) if the police have withdrawn their response to alarm calls except where We agree otherwise in writing
- (5) all keys to the Intruder Alarm System are removed from The Premises when The Premises are left unattended
- (6) You and each Keyholder
- (a) keep secret the codes for the operation of the Intruder Alarm System
and
 - (b) do not leave details of the codes on The Premises
- (7) You appoint at least two Keyholders and notify this in writing to the police and the alarm company who are contracted to maintain the alarm. You must also tell them of any change of Keyholders
- (8) when the Intruder Alarm System has been set, and notice is given that it has been activated
- or
- the means of communication have been interrupted
- a Keyholder must attend The Premises as soon as possible following such notice and a Responsible Person must remain there until the requirements of paragraph 4 have been complied with.
- This must be done unless We have previously agreed in writing alternative procedures
- (9) if You receive notice
- (a) that police response to alarm signals and, 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 requirements for abatement of a nuisance
 - (c) from the installing company or another company as agreed by Us that the Intruder Alarm System cannot be returned to, or maintained in, full working order
- You must tell Us as soon as possible and in any event no later than 10.00am on Our next working day
- and
- comply with all alternative security measures We may reasonably require.

Policy Conditions

Each Section of the policy contains conditions. They must be read in conjunction with the following Policy Conditions.

(1) Alteration of Risk

You must notify Us prior to or immediately if, during the Period of Insurance, there is any alteration in Your ownership of The Business, or if there is any alteration

- (a) In or to The Business,
- (b) Due to The Business being wound up or carried on by a liquidation or receiver or permanently discontinued,
- (c) Due to its disposal or removal
- (d) In respect of which Your interest ceases except by operation of law,
- (e) in respect of the risk of subsidence, ground heave or landslip where any demolition, construction, ground works or excavation work is being carried out on any site adjoining The Premises
- (f) to the facts or matters set out in the Schedule or otherwise comprising the risk presentation made by You to Us at inception, renewal or alteration of the policy,

which materially increases risk of loss or Damage as insured by this policy.

Should You be in any doubt as to whether information should be presented to Us, You must

- discuss it with Your insurance broker or adviser; or
- disclose it to Us.

Upon being notified of any such alteration, We may, at Our absolute discretion

- (i) continue to provide cover under the appropriate Section on the same terms
- (ii) restrict the cover provided by the Section
- (iii) impose additional terms
- (iv) alter the premium
- (v) cancel the Section and, or the policy

If You fail to notify Us of any such alteration, We may, at Our absolute discretion;

- (i) treat the appropriate Section and the policy as if it had come to an end as at the date of the alteration of the risk, returning a proportionate amount of the premium for the unexpired Period of Insurance, if We would have cancelled the Section and the policy had We known of the increase in risk
- (ii) treat the Section and the policy as if it had contained such terms (other than relating to premium) or other restrictions (if any) from the date of the alteration in risk as We would have applied had We known of the increase in risk

- (iii) reduce proportionately the amount paid or payable on any claim, the proportion for which We are liable being calculated by comparing the premium actually charged as a percentage of the premium which We would have charged had We known of the increase in risk.

(2) Arbitration

If We accept liability but You disagree with the amount We offer to pay, the claim will be referred to an arbitrator who will be jointly appointed in accordance with statutory provisions.

An award made by the arbitrator will be a Condition Precedent to a right of legal action against Us.

(3) Average

Where a Sum Insured is subject to Average, if at the time of loss, destruction or damage, the Sum Insured is less than the total value of the property, You will

- (a) be responsible for the difference
- (b) bear a proportionate share of the loss.

(4) Cancellation

- (a) You may cancel Your policy
 - (i) within 14 days of receiving Your policy documents for the first Period of Insurance if for any reason You are dissatisfied or the policy does not meet Your requirements.
 - (ii) if at any time You sell The Business or sell all of the property insured shown in The Schedule, or You cease trading.

If You cancel the policy We will return part of the premium paid proportionate to the unexpired Period of Insurance provided that no claims have been paid or are outstanding during the current Period of Insurance.

- (b) Other than when Policy Condition (8) Fraud applies, We may cancel Your policy
 - (i) by sending You 30 days written notice to Your last known address.

We will return part of the premium paid proportionate to the unexpired Period of Insurance provided that

- no claims have been paid or are outstanding or incidents reported that could give rise to a claim during the current Period of Insurance.
- We have not identified a breach of any Policy Condition.

- (ii) immediately if the premium has not been paid or there has been a default under an instalment or linked credit agreement.

If this policy or the Employers' Liability Section is cancelled any certificates of Employers' Liability insurance are cancelled from the same date. Any copies should not be displayed at Your Premises.

Policy Conditions

(5) Claims Procedure

If in relation to any claim You have failed to fulfil any of the following conditions, You will lose Your right to indemnity or payment for that claim.

You will

- (a) notify Us as soon as is reasonably practicable where you have knowledge of any event occurrence prosecution inquest or inquiry which may result in a claim regardless of Excess
- (b) notify the police as soon as is reasonably practicable of loss, destruction or damage caused by malicious persons or thieves
- (c) provide Us with all information and help We require in respect of the claim and where requested by Us, and at Your expense, a written claim containing as much information as possible of the loss, destruction, damage, accident or injury, including the amount of the claim, within
 - (i) 30 days of Your becoming aware of the event or occurrence
 - or
 - (ii) 7 days in the case of loss, destruction or damage caused by riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances or malicious personsof you becoming aware of the event or occurrence or such further time as we may allow.
- (d) pass to Us unanswered as soon as is reasonably practicable every letter claim writ summons and process received in connection with any claim
- (e) not admit or repudiate liability, nor offer to settle, compromise, make payment which may result in a claim or pay any claim under this policy without Our written agreement.
- (f) allow Us to take over and conduct in Your name the defence or settlement of any claim. You will also allow Us to prosecute at Our own expense and for Our own benefit, any claim for indemnity or compensation against any other person and You must give Us all information and assistance required.

(6) Contribution

Applicable to Employers' Liability Section and Public and Products' Liability Section

- (a) If the insurance provided by these Sections is also covered by another policy (or would but for the existence of these Sections), We will only indemnify You in respect of any excess beyond the amount which would be payable under such other insurance had these Sections not been effected.

Applicable to all other Sections insured by this policy

- (b) Where any loss, destruction, damage or liability covered by the policy is also covered by another policy, (or would be but for the existence of this policy), We will only pay a rateable share of the loss.
- (c) If the other insurance is subject to a condition of average and this policy is not, this policy will become subject to the same condition of Average.
- (d) If the Property Insured covered by the other insurance is subject to a provision excluding proportional payment in whole or in part, the payment We make will be limited to the proportion of loss, destruction or damage as the Sum Insured bears to the value of the property.

(7) Discharge of Liability

We may at any time pay

- (a) the Limit of Indemnity
- or
- (b) the Sum Insured
- or
- (c) a smaller amount for which a claim can be settled

after deduction of any sum already paid.

We will not make any further payment except for costs and expenses incurred prior to the payment of the claim.

(8) Fraud

If You or anyone acting on Your behalf:

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

We will:

- (i) refuse to pay the whole of the claim; and
- (ii) recover from You any sums that We have already paid in respect of the claim.

We will also notify You if We will be treating the policy as having terminated with effect from the date of the earliest of any acts set out in (a) – (d) above. In that event, You will:

- have no cover under the policy from the date of the termination; and
- not be entitled to any refund of premium.

Policy Conditions

(9) Identification

The policy and Schedule will read as one contract.

A particular word or phrase which is not defined will have its ordinary meaning.

(10) Index Linking

(a) Renewal

Where it states in the Schedule that index linking applies, the amounts insured will be adjusted for movements in the following indices. We may select alternative measures if any of these indices are unavailable.

- (i) any Building and Tenants Improvements item
The General Building Cost Index issued by the Building Cost Information Service of the Royal Institution of Chartered Surveyors
- (ii) other items
The Producer Price Index for Home Sales of Manufactured Products issued by the relevant government department.

(b) Claims

These adjustments will continue during the

- (i) Period of Insurance
- (ii) period of repair, replacement or reinstatement provided that such work is carried out and completed without undue delay.

(11) Fair Presentation of the Risk

We are keen to work in partnership with You and avoid any misunderstandings.

- (1) You must make a fair presentation of the risk to Us at inception, renewal and variation of the policy.

Should You be in any doubt as to whether information should be presented to Us, You must

- discuss it with Your insurance broker or adviser; or
- disclose it to Us.

- (2) We may, at Our absolute discretion, avoid the policy and refuse to pay any claims where any failure to make a fair presentation is:

- (a) deliberate or reckless; or
- (b) of such other nature that, if You had made a fair presentation, We would not have issued the policy.

We will return the premium paid by You unless the failure to make a fair presentation is deliberate or reckless.

- (3) If We would have issued the policy on different terms had You made a fair presentation, We will not avoid the policy (except where the failure is deliberate or reckless) but We may instead, at Our absolute discretion;

- (a) reduce proportionately the amount paid or payable on any claim, the proportion for which We are liable being calculated by comparing the premium actually charged as a percentage of the premium which We would have charged had You made a fair presentation; and/or

- (b) treat the policy as if it had included such additional terms (other than those requiring payment of premium) as We would have imposed had You made a fair presentation.

For the purposes of this condition references to:

- (i) avoiding a policy means treating the policy as if it had not existed from the inception date (where the failure to make a fair presentation of the risk occurs before or at the inception of the policy), the renewal date (where the failure occurs at renewal of the policy), or the variation date (where the failure occurs when the policy is varied),
- (ii) refunds of premium should be treated as refunds of premium back to the inception date, renewal date or variation date as the context requires,
- (iii) issuing a policy should be treated as the references to issuing the policy at inception, renewing or alteration of the Policy as the context requires,
- (iv) premium should be treated as the premium payable for the particular contract of insurance which is subject to this condition (where there is more than one contract of insurance).

(12) Our Rights

If loss, destruction or damage occurs which may lead to a claim We may

- (a) enter or take possession of the building or The Premises
- (b) take possession of, or require to be delivered to Us, Property Insured which We will deal within in a reasonable manner

without incurring liability or reducing Our rights.

We will not provide indemnity for loss, destruction or damage if You or anyone acting on Your behalf

- (i) do not comply with Our requirements
- (ii) hinder or obstruct Us.

You are not entitled to abandon property to Us.

(13) Reasonable Precautions

If in relation to any claim You have failed to fulfil any of the following conditions, You will lose Your right to indemnity or payment for that claim, You will

- (a) maintain The Premises, machinery, plant and equipment in a satisfactory state of repair

Policy Conditions

- (b) take all reasonable precautions to prevent
 - (i) loss, destruction or damage to Property Insured
 - (ii) accident or injury to any person or loss, destruction or damage to their property
- (c) comply with all legal requirements and safety regulations and conduct The Business in a lawful manner
- (d) keep books with a complete record of purchases and sales.

(14) Reinstatement

When We decide, or are required, to reinstate or replace any property You will, at Your expense, provide

- (a) plans
- (b) documents
- (c) books
- (d) information

which We require.

We will not be obliged to reinstate property exactly but only in a satisfactory manner as circumstances allow.

The maximum amount We will pay in respect of one item is the Limit of Indemnity or the Sum Insured for that item.

(15) Subrogation

Anyone making a claim under this policy must, at Our request and expense, do everything We reasonably require to

- (a) enforce a right or remedy
- or
- (b) obtain relief or indemnity

from other parties to which We will become entitled or subrogated because of payment for or making good loss, destruction, damage, accident or injury.

We may require You to carry out such actions before or after We make any admission of or payment of a claim.

(16) Subjectivity Condition

If this policy has been issued or renewed subject to the following requirements;

- (1) (a) You providing Us with any additional information requested,
 - (b) You completing any actions agreed between You and Us,
 - (c) You allowing Us to complete any actions agreed between You and Us.
- by the required date(s),

- (2) You allowing Us access to The Premises, Your contract sites, and, or The Business, to carry out survey(s), within 60 days of the inception or renewal date, unless We agree otherwise in writing,
- (3) You complying with all survey risk improvements to make alterations to The Premises or contract sites by the required date(s),

and You do not complete these requirements by the required date(s), then We may at Our absolute discretion:

- (a) modify the premium,
- (b) issue a mid-term amendment to the policy, or Section terms, Conditions and Exceptions,
- (c) exercise our right to cancel the policy,
- (d) leave the Policy or Section terms, Conditions and Exceptions, and the premium, unaltered.

We will contact You with Our decision and where applicable, specify the date(s) by which any action(s) agreed need to be completed by You and, or any decision by Us will take effect. If the premium terms or conditions are amended by Us then You will have fourteen (14) days to accept or reject the revised basis of indemnity.

If You elect to reject the revised basis of premium, terms and conditions then You shall be entitled to a proportionate refund of premium for the unexpired period of cover provided that no claim has been made during the current Period of Insurance.

If We exercise our right to cancel the policy then You shall be entitled to a proportionate refund of premium for the unexpired period of cover provided that no claim has been made during the current Period of Insurance.

To the extent that this Condition conflicts with any other cancellation condition then this Condition shall prevail.

Except in so far as they are expressly varied by this Condition all of the terms, conditions, exclusions and limits of this policy and of the Sections of the policy shall continue to apply until We advise You otherwise.

Complaints and Compensation

Complaints

(not applicable to the Legal Expenses Insurance Section)

Our objective is to provide a high standard of service to You at all times. However, We recognise that things can sometimes go wrong. When this occurs, We are committed to resolving matters promptly.

What happens if You complain

- a) If We are unable to deal with Your complaint immediately, We will write to You within 5 working days of receipt and inform You who is dealing with the complaint and when You can next expect a response.
- b) We aim to conclude Our investigations promptly. However, in some circumstances, Our investigations may take some time, and We will keep You fully informed. This means that We will write to You as soon as We have concluded Our investigation or, if We have not been able to inform You of Our decision within 4 weeks of receipt, We will write to You to let You know. If We are not able to reach a decision within 8 weeks, We will write to You again, either;
concluding Our investigation, or;
advising You of when We expect to be able to conclude Our investigation, or;
advising You of Your right to take Your complaint to the Financial Ombudsman
- c) When We conclude Your complaint We will write to You, giving You Our "Final Response". This will tell You if We have upheld or rejected Your complaint (in whole or in part), and if appropriate We will make an offer of redress.

What You should do if You would like to complain

If You are disappointed with any aspect of the handling of Your insurance, please contact the Complaints Manager at:

Arch Insurance (UK) Limited
5th Floor
Plantation Place South
60 Great Tower Street
London
EC3R 5AZ

complaints@archinsurance.co.uk

If Your complaint requires investigation by another party, We will pass details onto them to deal with in accordance with their complaints procedure. In this event, We will provide You with details of who We have passed your complaint to.

Refer Your complaint to the Financial Ombudsman Service

If, after making a complaint to Arch Insurance (UK) Limited, you feel that the matter has not been resolved to your satisfaction (or if Your complaint remains unresolved after 8 weeks of initially telling us) You may be able to refer Your complaint to the Financial Ombudsman at:

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

Tel: 0800 023 4567 (for landline users)
0300 123 9123 (for mobile users)

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

Financial Services Compensation Scheme

Arch Insurance (UK) Limited and the insurers of this policy are covered by the Financial Services Compensation Scheme (FSCS).

If we are unable to meet our obligations, you may be entitled to compensation from the scheme, depending on the type of insurance and the circumstances of the claim.

Further information is available from the FSCS at www.fscs.org.uk



Arch UK Regional Division

Arch Insurance (UK) Limited, 5th Floor, Plantation Place South, 60 Great Tower Street, London EC3R 5AZ – (FCA Register No 229887) authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

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