

# Commercial Combined

## Policy Wording



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## Introduction

### Thank You for choosing Arch Insurance

#### Your Policy

The Policy is a legal contract and has been prepared according to Your instructions.

Please read Your Policy documents carefully to ensure that:

1. all details are accurate;
2. the Policy meets Your needs;
3. You are familiar with Your obligations under the Policy; and
4. You understand the rights and remedies available to us if You do not comply.

You should contact Your insurance agent immediately if:

1. You have questions about any aspect of the insurance;
2. You require a printed copy of Your Policy documents;
3. any information recorded in the Policy documents is inaccurate;
4. any change takes places which might affect the Policy;
5. You are unable to comply with any term of the Policy; or
6. the Policy does not meet Your needs.

#### Policy terms and conditions

It is important that You are familiar with the terms of the Policy and what is required of You. In the event of Your non-compliance with any obligation, we are entitled by law and the Policy to exercise certain remedies. Depending on the particular term with which You have failed to comply, these remedies may include:

1. avoiding the Policy or any relevant variations or renewals;
2. terminating the Policy or applying different terms; and/or
3. refusing to pay, or reducing the amount to be paid on, a claim.

Further details as to Your obligations, and Our remedies for Your non-compliance, can be found within the Your Obligations Section, the General Conditions Section and the Conditions within each of the individual Sections of the Policy.

## Steps to be taken if You cannot comply

If You are unable to comply with any term of the Policy, You should contact Us as soon as reasonably possible, through Your insurance agent. All terms of the Policy shall remain effective unless You receive written confirmation of a variation from Us through Your insurance agent.

## Changes and cancellation

If You provide new information or request a change to the Policy, we will advise of any alterations which we require to terms, conditions and premium. No changes will take effect until we confirm them in writing.

In the first Period of Insurance, You may cancel the Policy within 14 days of receiving Your Policy documents if You are dissatisfied for any reason or the Policy does not meet Your requirements. We will refund Your premium in accordance with General Conditions – Cancellation: refund of premium.

If You wish to cancel at any other time, please refer to General Conditions – Cancellation Section of the Policy. We may make a partial return of premium, provided that no claims have been paid or are outstanding.

## Our Promise to You

Our goal is to provide excellent service to all our customers but sometimes things go wrong. We take complaints seriously and aim to resolve our customers' problems promptly. If You are unhappy with the service that You receive, please tell us straight away. Information about how to complain is shown in the How to Complain Section of the Policy.

## Employers' Liability Certificates

We will provide You with a Certificate of Employers' Liability Insurance (if that Section is operative) which identifies the companies insured by the Policy.

You must display an original copy of the Certificate at each of Your business premises where Your employees can easily see it, or make an electronic copy available to Your employees.

You should also retain the Certificate even after the Policy expires. It will help to identify the existence of the Policy in case it becomes necessary in future years.

## Making a Claim

To report or make a claim follow the instructions provided in the Claims Conditions: Your Obligations Section of the Policy under General Conditions. If You need additional assistance, please contact Your insurance agent.

### TO MAKE A LEGAL EXPENSES CLAIM

This section is provided by DAS Legal Expenses Insurance Company Limited (DAS).

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

**Report Your claim:** Call DAS on 0370 755 3111 available 24 hours a day, 7 days a week. Have Your DAS policy number ready and You'll be asked about Your claim.

DAS will assess the claim to ensure it is covered by Your policy, and, if it is, will send it to a lawyer who specialises in that type of claim. The lawyer will assess Your case and tell You how likely it is that You will win. If You are more likely than not to win, the lawyer will manage the case from start to finish.

Please note this is an overview of the claims process for guidance purposes only. DAS' claims handlers can answer any questions You may have when they receive Your claim.

Alternatively You can visit [www.das.co.uk/legal-protection/how-to-claim](http://www.das.co.uk/legal-protection/how-to-claim).

### ALL OTHER CLAIMS

To register a claim under any other Section You should email full details of the claim including your Arch policy number to

[commercial.claims@archinsurance.co.uk](mailto:commercial.claims@archinsurance.co.uk)

or call

**0345 258 3880.**

You must comply with the Claims Conditions: Your Obligations requirements under the General Conditions Section of the Policy.

## Underwriters

The Policy is in sections which are underwritten separately by the companies indicated below (the “Underwriters”) in consideration of payment of the premium by You, as set out in the Schedule. A company is not jointly liable for liability of any other that underwrites this Policy

|                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|-----------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Legal Expenses Section</b>                                         | <p>DAS Legal Expenses Insurance Company Limited (DAS)<br/>Registered office: DAS House, Quay Side, Temple Back, Bristol, BS1 6NH.</p> <p>Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. FCA register No FRN202106.</p> <p>Website <a href="http://www.das.co.uk">www.das.co.uk</a></p>                                                                                                                                  |
| <b>Engineering – Machinery Damage and Computer Insurance Sections</b> | <p>HSB Engineering Insurance Limited<br/>Registered office: Chancery Place, 50 Brown Street, Manchester, M2 2JT.</p> <p>Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. FCA Register No 202738</p> <p>For details on how Your information is used and Your rights in relation to Your information, please see our Privacy statement at <a href="https://www.munichre.com/HSBEIL">https://www.munichre.com/HSBEIL</a></p> |
| <b>Engineering Inspection</b>                                         | <p>HSB Engineering Insurance Services Limited is accredited by UKAS as a type A Inspection Authority in accordance with the recognised international standard ISO/IEC 17020.</p> <p>Registered office: Chancery Place, 50 Brown Street, Manchester, M2 2JT.</p> <p>For details on how Your information is used and Your rights in relation to Your information, please see Our Privacy statement at <a href="https://www.munichre.com/HSBEIL">https://www.munichre.com/HSBEIL</a></p>                                |
| <b>All other Sections</b>                                             | <p>Arch Insurance (UK) Limited<br/>Registered office: 5th Floor, 60 Great Tower Street, London EC3R 5AZ –</p> <p>Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. FCA Register No 229887</p> <p>For details on how Your information is used and Your rights in relation to Your information, please see the Fair Processing Notices section of the Policy.</p>                                                            |

You can check this information on the Financial Conduct Authority register by visiting the FCA’s website [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting the Financial Conduct Authority on 0800 111 6768. Information relating to the Prudential Regulation Authority can be found at [www.bankofengland.co.uk/pru](http://www.bankofengland.co.uk/pru)



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

## Risk Management Tools

As well as insurance, We believe in helping Our customers to manage the risks they face by offering practical solutions. That's why We automatically include either Arch Risk Management or Arch Business Protection benefits with Your Policy. Your Schedule will show which level of risk management assistance applies.

### Arch Risk Management (applicable if shown as selected on Your Schedule)

Arch Risk Management 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:

1. Ensure Your business is up to date and compliant with current industry specific legislation to protect You and Your employees
2. Understand the purpose and potential impact on Your company and directors of 'The Corporate Manslaughter and Homicide Act'
3. Keep abreast of legislative changes and matters important to Your business via Our regular news alerts and updates

You will have access to a range of online risk management services, designed to assist You to effectively manage workplace safety and staff employment.

Features include:

1. Business Continuity
2. Health & Safety Management
3. Human Resources Support
4. E-Learning

To activate Your Risk Management Services visit [www.archriskmanagement.co.uk](http://www.archriskmanagement.co.uk) and follow the login instructions provided. Alternatively You can email Us with Your policy number [riskmanagementservices@archriskmanagement.co.uk](mailto:riskmanagementservices@archriskmanagement.co.uk) or call Us on 01268 795757.

### 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.

Course subjects include

|                            |                        |                     |
|----------------------------|------------------------|---------------------|
| Health & Safety Management | Slips, Trips and Falls | Working at Height   |
| Manual Handling            | Accident Reporting     | Electricity         |
| Risk Assessment            | Asbestos Management    | Noise               |
| Confined Spaces            | Fire Safety            | Transport           |
| Chemical Safety (CoSHH)    | First Aid              | Health & Safety Law |

Each training session lasts between 25 – 45 minutes and includes multiple choice self-tests at the end of each training module. The answers to these questions are recorded. The administrator will have full access to the training record of each employee at their fingertips. The employee will get a certificate certifying their competence when they successfully pass the test.

All the courses are fully accredited by leading industry experts like RoSPA, CIPD and NOS (National Occupational Standards) which governs NVQ qualifications. Qualifying candidates will be able to claim credits against NVQ qualifications that they are pursuing.



## Arch Business Protection (ABP) (applicable if shown as Selected on Your Schedule)

Arch Business Protection (ABP) provides access to a paid for onsite consultancy, available at a competitive rate. It is a combination of an online management system, onsite risk consultancy and unlimited remote support by phone, email or webinar.

Our ABP team will help You understand which parts of the ABP system can meet Your needs and how best to implement it. Support includes:

1. Setting the tailored online system to reflect Your business structure.
2. Setting up employee training.
3. Instruction on starting the risk management process.
4. Instruction on using management reporting.
5. Creating risk alerts.
6. Uploading risk assessments and other controls.
7. Webinar tutorials to set You up on the system

Arch Business Protections services can be accessed from Our website [www.archbusinessprotection.co.uk](http://www.archbusinessprotection.co.uk)

### Health and Safety Management System

Our ABP Health and Safety Management System is purpose built to support the day-to-day operation of health and safety in Your Business from writing the policy developing and maintaining Your risk assessments and control measures to managing training inspections and safety sampling.

|                                  |                                             |
|----------------------------------|---------------------------------------------|
| Action planning and self-audit   | Accident reporting                          |
| Risk assessments                 | Safe systems of work                        |
| Training management              | Permits to work                             |
| Health and safety policy builder | Management of personal protective equipment |
| Information library              | Health and safety reporting                 |
| Checklists                       | Multi-site functionality                    |

All of these services can be accessed via Our dedicated Risk Management website [www.archbusinessprotection.co.uk](http://www.archbusinessprotection.co.uk)

### Business Continuity Management System

For many businesses, having a business continuity plan is a commercial requirement driven by customers and supply chains. In the event of a major loss a business continuity plan can significantly increase Your Business's chances of survival, allowing You to retain hard-won customers, Your brand and reputation.

A Business Continuity Management System helps You develop all the elements of a robust business continuity plan that isn't just about responding when an incident occurs, but also to minimise the likelihood of it happening in the first place. It also helps You maintain and develop Your Business continuity arrangements to meet the needs of the Business.

For many, the business continuity process can prove challenging, so We provide access via a Help Desk to Business Continuity Consultants who can help simplify the process

- |                                      |                             |
|--------------------------------------|-----------------------------|
| ■ Incident Response Planning         | ■ Asset & Resource database |
| ■ Communication Plans                | ■ Monitoring and Testing    |
| ■ Managing People                    | ■ Management Alerts         |
| ■ Continuity & Recovery              | ■ Knowledge Centre          |
| ■ Uploading key Recovery Information | ■ Multi-plan/users          |

## E-Learning

E-Learning provides a highly cost-effective means of delivering consistent and interactive training to Your workforce.

1. Free access to 14 ROSPA approved health and safety topics including fire safety manual handling slips trips and falls driving display screen equipment
2. Each course takes no more than 45 minutes and includes a self-test self-checklist and certificate
3. On-hand remote support from the Help Desk team, who will help set up training plans and Employee access.
4. E-Learning can be deployed across the Business quickly and efficiently.
5. Reporting tools simplify the management of training allowing chase-ups and reminders to be sent directly from the system to Employees and their managers. The self-checklist enables issues that the Employee is experiencing to be identified and actioned.

## Onsite consultancy

We develop and deliver tailored solutions using Our management systems and consultancy as either one off projects or as a rolling engagement. We can supplement Your existing risk management regimes or provide You with external expertise.

There will be an additional charge for this service. You can talk through Your requirements call Us on

0800 012 2288 or [info@bcarm.co.uk](mailto:info@bcarm.co.uk)

## Legal Helplines and Tools

Under the Legal Expenses section, Your Policy includes access to the following helplines and online tools from DAS Legal Expenses Insurance Company Limited (DAS).

You can contact DAS' UK-based call centre 24 hours a day, seven days a week during the Period of Insurance. However, they may need to arrange to call You back, depending on the enquiry. To help DAS check and improve their service standards, they may record all calls. When phoning, please quote Your DAS policy number.

DAS will not accept responsibility if the helpline services are unavailable for reasons they cannot control.

### Legal Advice Helpline

**0370 755 3111**

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

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

Advice on the laws of England and Wales can be provided 24 hours a day, 365 days a year. Beyond this jurisdiction, or for very specialist legal matters, DAS will refer You to one of their specialist advisers.

Specialist advice is provided 9am-5pm, Monday to Friday, excluding public and bank holidays. If calls are received outside of these times, DAS will arrange to call You back.

### Tax Advice Helpline

**0370 755 3111**

Advice can be provided on any tax matters affecting the Business, under UK law.

This service is provided 9am-5pm, Monday to Friday, excluding public and bank holidays. If calls are made outside these times, DAS will arrange to call You back.

### Counselling Helpline

**0117 934 2121**

DAS will provide the Insured Person (and any members of their immediate family who permanently live with them) with a confidential counselling service over the phone if they are aged 18 or over (or aged between 16 and 18 and in full-time employment). This includes, where appropriate, onward referral to relevant voluntary and/or professional services. Any costs arising from the use of these referral services will not be paid by DAS.

The counselling service helpline is open 24 hours a day, seven days a week.

### Identity Theft Helpline

**0344 848 7071**

If Your directors or their spouses/civil partners are resident in the UK or the Channel Islands, DAS will provide them with detailed guidance and advice over the phone about being or becoming a victim of identity theft.

This helpline is open 8am-8pm, seven days a week.

### Employment Manual

**Visit [www.dasinsurance.co.uk/employment-manual](http://www.dasinsurance.co.uk/employment-manual)**

The DAS Employment Manual offers comprehensive, up to date guidance on employment law. To view it, please visit [www.dasinsurance.co.uk/employment-manual](http://www.dasinsurance.co.uk/employment-manual)

If You'd like notifications of when updates are made to the Employment Manual, please email DAS at [employmentmanual@das.co.uk](mailto:employmentmanual@das.co.uk) quoting Your DAS policy number

### DASbusinesslaw

**Visit [www.dasbusinesslaw.co.uk](http://www.dasbusinesslaw.co.uk)**

Visit [www.dasbusinesslaw.co.uk](http://www.dasbusinesslaw.co.uk) to access the free online law guide and download legal documents to help Your Business. Developed by solicitors and tailored by You using DAS' smart document builders, You can create ready-to-sign contracts, agreements and letters in minutes.

Register using the voucher code DASBARC100 to gain access to a range of free documents.

## General Definitions

The following General Definitions apply to the whole Policy. They should be read in conjunction with any Definitions which apply to individual Sections of the Policy.

### Asbestos

Asbestos, asbestos fibres or particles or derivatives of asbestos, including products or materials containing asbestos, asbestos fibres or particles or derivatives of asbestos.

### Buildings

Structures at the Premises including the following items:

1. Outbuildings, extensions, annexes, gangways, canopies, temporary buildings or conveniences which, unless otherwise specified in the Schedule:
  - a. are built of brick, stone, concrete or metal or other non-combustible ingredients;
  - b. are roofed with slates, tiles, concrete, asphalt, metal or sheets or slabs composed entirely of incombustible mineral ingredients; and
  - c. have an external area which comprises no more than 20% combustible materials, unless as described and accepted by underwriters (otherwise stated in the Schedule).
2. Fixed boilers and associated heating apparatus, fixed solar panels, ducting, cables, wires, aerials, satellite dishes, substations and associated control gear and accessories.
3. Tenant improvements for which You are responsible
4. Glass and sanitary ware.
5. Landlords' fixtures and fittings.
6. Underground pipes, drains, sewers and cables.
7. Fixed signs, lamp posts and street furniture.
8. Yards, car parks, roads, bridges, pavements, walkways, terraces, drives forecourts and similar surfaces all constructed of solid materials.
9. Fixed closed circuit television equipment.

### Business

The business specified in the Schedule and including:

1. maintenance and repair (but not redevelopment) of Your Premises;
2. maintenance and repair of vehicles and plant owned and used by You;
3. the provision and management of canteen, social, sports, educational and welfare organisations for the benefit of Your Employees;
4. the provision of fire, security, first aid, medical and ambulance services for the benefit of Your Employees; and
5. Your participation in exhibitions within the Territorial Limits.

### Caused By

Factually and legally resulting from the specified event, incident or state of affairs in that:

the resulting event, incident, state of affairs, injury, damage or loss would not have occurred but for the specified event, incident or state of affairs; and

the specified event, incident or state of affairs; was a real, efficient and direct cause of the resulting event, incident, state of affairs, injury, damage or loss.

#### **Connected With**

Relating to the specified event, incident or state of affairs, in that:

the specified event, incident or state of affairs was a direct or indirect cause of the related event, incident, state of affairs, injury, damage or loss;

the specified event, incident or state of affairs wholly or partly contributed to the related event incident, state of affairs, injury, damage or loss; and/or

the specified event, incident or state of affairs increased the risk of the related event, incident, state of affairs, injury, damage or loss occurring.

#### **Damage**

A sudden and accidental loss or destruction of or physical change to Property, adversely affecting its use or value and requiring the Property to be replaced, reinstated or repaired. Not including changes:

which may be addressed by routine cleaning, sanitisation, servicing or maintenance; or

comprising a defect inherent in Property.

#### **Data Storage Materials**

Materials or devices used for the storage or representation of Electronic Data.

Including, but not limited to, disks, tapes, CD-ROMs, DVDs, memory sticks, memory cards or other materials or devices.

#### **Electronic Data**

Facts, concepts or information converted to a form usable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment. Including programmes, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

#### **Employee**

A person working for You in connection with the Business and whilst under Your control and supervision. Including any:

1. person under a contract of service or apprenticeship with You;
2. labour master or labour-only subcontractor or person supplied by any of them;
3. self-employed person;
4. person under a work experience scheme;
5. person hired or borrowed by You from another employer;
6. driver or operator of hired-in plant;
7. non-executive director;
8. voluntary worker;
9. person working under a community service order; or
10. outworker or home worker.

**Epidemic Disease**

A widespread occurrence or outbreak of:

1. an illness or disease;
2. specific health-related behaviour; and/or
3. other health-related event

with a frequency which clearly exceeds normal expectancy.

**Excess**

The first amount of each claim as shown in the Schedule or any applicable endorsement for which You shall be responsible.

**Government Action**

Martial law, confiscation, nationalisation, requisition or destruction of Property by or under the order of a government or public or local authority.

Any action taken in controlling, preventing, suppressing or in any way relating to war.

**Hot Works**

Work involving the application or generation of heat or sparks other than by using an electrically operated soldering iron.

**Hot Works Risk Assessment**

A written risk assessment which must be conducted whenever Hot Works are carried out by You, Your Employees or contractors. The assessment must:

1. specifically consider whether Hot Works are necessary or if a safer alternative working method can be adopted; and
2. identify appropriate safety measures to be complied with by a party conducting such Hot Works.

**Injury**

Accidental human bodily injury comprising death, illness, disease or medically recognised psychiatric condition including nervous shock.

**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 Caused By loss or damage to computers and electronic equipment or Data Storage Materials.

**Money**

A generally accepted means of payment or exchange, excluding digital money and cryptocurrency.

**Pandemic Disease**

An outbreak of Epidemic Disease in more than one community or region.

**Period of Insurance**

The period specified in the Schedule.

**Policy**

The following documents which together comprise the contract of insurance:

1. this policy wording;
2. the Statement of Fact;
3. the Schedule; and
4. any amendments and endorsements.

**Pollution**

Seepage, pollution or contamination of buildings or other structures or of water, land or the atmosphere.

Loss, damage or injury Caused By such seepage, pollution or contamination.

**Premises**

The plot of land comprising the risk address specified in the Schedule and/or the Statement of Fact occupied by You for the purpose of the Business.

**Property**

Material property.

**Risk Requirements**

Requirements imposed on You as detailed in a Survey Risk Improvement Report issued following a survey of Your Premises and/or contract sites.

**Sabotage**

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

**Silica**

Silicon dioxide, silica particles, silica dust, crystalline silica, non-crystalline (amorphous) silica, quartz and silica in any other form including substances containing silica either alone or when combined with other substances.

**Schedule**

The schedule for the time being in force showing sections of cover which apply

**Statement of Fact**

This is a record of the information that You provided to Your insurance agent upon which Your insurance is based.

**Subjectivity**

Any requirement subject to which the Policy has been issued or renewed under General Condition: Subjectivity.

**Sum Insured**

The Sum Insured specified for each item in the Schedule.

**Territorial Limits**

The United Kingdom, Channel Islands and the Isle of Man other than offshore.

**Transit**

Movement by road, rail or inland waterway from one address within the Territorial Limits to another. Including loading, unloading and temporary storage.

**Unattended Vehicle**

Any Conveyance vehicle or trailer owned or operated by You where neither You or any person authorised by You are able to keep the Conveyance vehicle or trailer under observation and able to observe and reasonably prevent any attempt to interfere with it.

**Unoccupied**

Not visited by You or Your tenant for the purpose of the Business for 30 consecutive days or more (other than to comply with a requirement of inspection under this Policy).

**We, Us, Our**

The relevant Underwriter of the particular Section as set out in the section of the Policy headed Underwriters.

**You, Your, Insured**

The persons or entities named in the Schedule as Policyholder.

**Interpretation**

Reference to a statute, order or regulation includes reference to that instrument as revised or replaced.

Reference to an entity created by statute, order or regulation includes a successor to that entity.

Words importing the singular include the plural and vice versa.

Reference to persons includes corporate and unincorporated entities.

Reference to a gender includes all genders.

If a term, condition, exclusion or endorsement or part of the Policy is invalid or unenforceable, the remainder will remain in full force and effect.

Headings are for reference only and must be disregarded when interpreting the Policy.



## Your Obligations

### General Policy Obligations

The obligations listed below apply to all sections of the Policy and must be complied with throughout the Period of Insurance. If You fail to comply in any respect, We shall not pay a claim which is Connected With Your non-compliance.

#### Burning Waste

If burning debris away from the Premises You must ensure that the following precautions are taken on each occasion:

1. fires to be in a cleared area and at a distance of at least nine metres from any property
2. fires must not be left unattended at any time
3. a suitable fire extinguisher must be kept available for immediate use
4. fires must be extinguished at least one hour prior to leaving the site at the end of each working day.

#### Fire safety

Unless an appropriately qualified professional fire risk assessor has carried out a fire risk assessment within the last 5 years:

You must:

1. Within 60 days of the inception of the Policy, appoint an appropriately qualified professional fire risk assessor to make a suitable and sufficient fire risk assessment which identifies the preventive and protective measures which should be taken to ensure that the Premises and Employees of the Business are safe.
2. Update the fire risk assessment whenever there is a significant change in the environment at the Premises and in any event at least once a year.
3. Obtain and keep a written record of each fire risk assessment and provide it to Us on request.
4. Implement and maintain all preventive and protective measures which are recommended by the most recent fire risk assessment.
5. Maintain all fire extinguishing equipment and appliances on the Premises in good working order.
6. Comply in all respects with the fire safety duties which apply to You under:
  - a. Part 2 of The Regulatory Reform (Fire Safety) Order 2005;
  - b. the Fire Safety (Scotland) Regulations 2006; or
  - c. the Northern Ireland the Fire Safety Regulations (Northern Ireland) 2010.

#### Hot Works

Hot Works are dangerous. Whenever Hot Works are carried out by You or on Your behalf, You will ensure that:

1. A Hot Works Risk Assessment is carried out before the commencement of the Hot Works and adhered to;
2. You keep a written record of the Hot Works Risk Assessment and provide it to Us on request; and
3. The following minimum safety measures are complied with by whichever person undertakes the Hot Works:
  - a. a minimum of two fire extinguishers in full working order of a type and capacity suitable for surrounding combustible materials, or a hydraulic hose reel, will be provided in the area of the Hot Works;

## Your Obligations

- b. a suitably experienced person other than the person using the Hot Works equipment will be appointed to act as a specific fire watch to look out for an outbreak of fire;
- c. upon completion of each instance of Hot Works, a continuous examination must be made for signs of smouldering or combustion in the area of the Hot Works; and
- d. a watch must be kept for a minimum of 30 minutes after the cessation of the Hot Works.

### Intruder Alarm

Throughout the Period of Insurance, You must ensure that:

1. Any intruder alarm system at the Premises is always maintained and effective.
2. You and each keyholder maintain the secrecy of codes and the security of keys and all devices for the operation of any intruder alarm system.
3. All keys and other setting or unsetting devices for any intruder alarm are removed from the Premises when left unattended.

Following notification of an activation of any intruder alarm system or interruption of any of the means of communication used to transmit signals, a keyholder must:

1. Attend the Premises as soon as possible.
2. Remain at the Premises if the alarm cannot be reset.
3. Advise Us as soon as possible and in any event no later than 10.00am on the next working day if:
  - a. police attendance in response to alarm signals/calls from the intruder alarm system may be withdrawn or the level of response reduced or delayed;
  - b. notice has been given imposing a requirement for the abatement of a nuisance;
  - c. the intruder alarm system and/or means of communication to transmit signals from such installation cannot be returned to or maintained in full working order.

You also must comply with any requirements in relation to the intruder alarm system attached by endorsement.

You will not, without Our prior written consent, carry out or permit any alteration or change to:

1. the intruder alarm system;
2. the means of communication used to transmit signals from the intruder alarm system;
3. the Premises, to the extent that it might impede the operation or maintenance of the intruder alarm system;
4. procedures agreed with Us for police or any other response to an activation of the intruder alarm system;  
or
5. the maintenance contract for the intruder alarm system.

### Security (Level 1)

Unless We agree otherwise in writing, Your Buildings must be kept secure and You must ensure that:

1. the existing security measures as declared by You and accepted by Us in a survey, Statement of Fact or presentation, are maintained in full operation at all times;
2. if, at the commencement of cover, Your existing security measures do not include the following protections, You must implement them within 30 days, and put them into full and effective operation whenever the Premises are closed for business or left unattended:
  - a. on timber final exit doors or other external timber doors and on internal doors giving access to any part of the Premises not occupied solely by You or to any adjoining premises (excluding sliding doors and fire exit doors)

- b. if single leaf, a mortice deadlock which has five or more levers and/or conforms to BS3621 specification for thief resistant locks with matching steel box striking plate
  - c. if double leaf
    - i. on the first closing leaf, flush or barrel bolts, the latter at least 200mm (8") long or key operated locks or bolts fitted top and bottom
    - ii. on the second closing leaf, a mortice deadlock which has five or more levers and/or conforms to BS3621 specification for thief resistant locks with matching steel box striking plate, or a substantial padlocking bar and high-quality close shackle padlock with a minimum of five levers, or high security cylinder mechanism
  - d. if single or double leaf and also outward opening, hinge bolts fitted top and bottom
- 3. on external aluminium or UPVC doors (excluding sliding and fire exit doors), cylinder operated mortice pivot bolt lock (similar to the Adams Rite MS1950 series locks) including anti-turn cylinder collar, and if double leaf flush bolts on the first closing leaf
- 4.
  - a. on steel final exit doors and all sliding final exit doors a substantial padlocking bar and high-quality close shackle padlock with minimum of five levers or mortice hook bolt lock which has five or more levers and/or conforms to BS3621 specification for thief resistant locks with matching steel box striking plate
  - b. on all other steel doors and all other sliding doors (excluding sliding patio doors) substantial padlocking bar and a high quality close shackle padlock with minimum of five levers or high security cylinder mechanism fitted externally or substantial padlocking bar and high-quality open shackle padlock with minimum of five levers or high security cylinder mechanism fitted internally
  - c. on sliding patio doors
    - i. a manufacturer's patent key-operated locking system which engages boltwork into the doorframe either at the top and bottom of the opening section of each door or into the side frame in at least three points (in the latter case all hook or shoot bolts must be mushroom headed)
    - or
    - ii. two key-operated patio door locks fitted internally one at the top and one at the bottom of each opening section
- 5. any door officially designated as fire exit by the fire authority must be secured only by devices agreed by the fire officer. This may be by means of a suitable lock for use in emergency escape situations and it must not be possible for the lock to be operated by breaking or removing glazing either in the door itself or in a window immediately adjacent to the door and there must be hinge bolts fitted top and bottom of outwards opening doors
- 6. on opening basement and ground floor windows and fanlights and on other opening windows fanlights and skylights which are accessible from roofs balconies canopies fire escapes or downpipes
  - a. key-operated window locks with the keys removed when in operation, or
  - b. solid steel bars not less than 16mm (5/8") diameter and not more than 125mm (5") apart securely fixed to the brickwork or masonry surrounding the window, or
  - c. lockable steel expanded metal window gates or weld mesh grilles, or
  - d. shutters that are used to cover the whole of the window opening
- 7. where installed, roller shutters where no other inner door is being protected including such roller shutters that contain wicket doors or equivalent, a manufacturer's standard recommended locking device for that type of roller shutter.

### Surveys and Risk Requirements

If the Policy has been issued or renewed subject to the satisfactory completion of a survey, You will:

1. allow Us access to the Premises and/or Your contract sites in order to conduct the survey; and
2. comply with any risk requirements imposed following the survey within the timescales specified by the survey risk improvement report and throughout the Period of Insurance.

### Unoccupancy

If the Premises become Unoccupied, You must:

1. notify Us as soon as reasonably practicable;
2. ensure that gas, water and electricity services are switched off at the mains (unless electricity is needed to maintain a fire or intruder alarm system in operation);
3. remove accumulations of combustible materials, such as trade waste;
4. remove combustible materials which continue to accumulate, such as junk mail, once a week;
5. secure the Premises against unlawful entry by locking all gates, fences and other accessways;
6. secure Buildings against unlawful entry by closing and locking all doors and windows and putting all security protections in place;
7. carry out and document a weekly, thorough inspection of the Premises. You must evaluate the physical condition and state of security of:
  - a. Buildings (both internally and externally); and
  - b. gates, fences and other accessways.

### Waste

You must ensure that all waste and refuse is swept up daily and removed from the Premises at least once a week.

## General Exclusions

The following General Exclusions apply to the whole Policy. They should be read in conjunction with any Exclusions which apply to individual Sections of the Policy.

Unless expressly provided to the contrary, We shall not pay for loss Connected With or comprising any of the following.

### Asbestos

Actual or suspected exposure to or inhalation of Asbestos.

Repair, removal, replacement, recall, rectification, reinstatement or management of Property (whether or not required by statute) Connected With the presence or suspected presence of Asbestos.

### Cyber (not applicable to Marine Cargo, Engineering - Machinery Damage Section or Computer Section which contain specific Cyber terms)

Programming or operator error by You or any person.

Failure of external network.

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

Unauthorised access to computer or other equipment or component or system or item which processes, stores, transmits or retrieves data.

Failure of computer data processing equipment or media, microchip, integrated circuit or similar device or other equipment or system for processing, storing or receiving data or computer software due to an inability to recognise, capture, save, retain or to process correctly a calendar date.

### Epidemic or Pandemic Disease (not applicable to the Employers' Liability Section, Public and Products Liability Sub-Sections, Marine Cargo, Legal Expenses or Terrorism Sections)

Epidemic Disease or Pandemic Disease or their actual or suspected transmission or the fear or threat (whether actual or perceived) of an Epidemic or Pandemic Disease.

### Excess

The Excess specified for each item in the Schedule.

### Fines and Penalties

Penalties, fines, liquidated damages, penalty clauses, aggravated, restitutionary, punitive or exemplary damages or additional damages Caused By the multiplication of compensatory damages or non-compensatory damages.

### Nuclear and Radioactive Risks (not applicable to Engineering – Machinery Damage or Computer Insurance Sections which contain specific exclusions)

Actual or suspected exposure to ionising radiation or contamination by radioactivity from radioactive matter.

Repair, removal, replacement, recall, rectification, reinstatement or management of Property (whether or not required by statute) Connected With the presence or suspected presence of ionising radiation, radioactivity or radioactive matter.

### Silica

Actual or suspected exposure to or inhalation of Silica.

Repair, removal, replacement, recall, rectification, reinstatement or management of Property (whether or not required by statute) Connected With the presence or suspected presence of Silica.

**Sonic Bangs**

Pressure waves Connected With aircraft or other aerial devices travelling at sonic or supersonic speeds.

**Terrorism (not applicable to the Marine Cargo or Terrorism Sections which contain specific terms)**

Action, threat of action, or attempt at action, by individual(s) or group(s) of individuals or body or organisation(s), whether acting alone, on behalf of, or in concert with any other body, organisation, or government, where such action, threat, or attempt is designed to influence, intimidate, or coerce, a government or international governmental organisation or the population or a section of the population, or a community, and the action, threat, or attempt, is made for the purpose of advancing a political, religious, or ideological cause.

Including, but not limited to:

1. the use of violence against a person;
2. the causing of loss of, or damage to, Property;
3. acts which endanger a person's life;
4. acts involving the use of biological or chemical materials or weapons, or a nuclear device, nuclear material, or radioactive substance;
5. acts which create a risk to the health of an individual, the public, or a section of the public; and
6. acts designed or intended to interfere with, disrupt, or cause the malfunction of, electronic or mechanical equipment.

**War and Government Action (not applicable to the Marine Cargo Section which contains specific exclusions)**

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

Government Action.

Civil commotion in Northern Ireland.

## General Conditions

The following General Conditions apply to the whole Policy. They should be read in conjunction with any Conditions which apply to individual Sections of the Policy.

### Cancellation by Us

We may cancel the Policy for any reason by giving You 30 days' written notice.

We may also cancel the Policy with immediate effect if:

1. We have reason to suspect that You or someone acting on Your behalf has committed fraud or made a misrepresentation to Us;
2. the premium has not been paid or there has been a default under an instalment or linked credit agreement; and/or
3. You have not complied with a Subjectivity by the required date.

We shall send notice of cancellation to You at the most recent postal or email address which We have on file.

### Cancellation by You

You may cancel the Policy at any time during the Period of Insurance by sending written notification to Your insurance agent or to Us.

### Cancellation: refund of premium (not applicable to Engineering Inspection Section)

If the Policy is cancelled, We shall return a premium which is proportionate to the number of days remaining before the expiry of the Period of Insurance, subject to the application of any minimum premium.

We shall not return any premium if:

1. We have reason to suspect that You or anyone acting on your behalf has committed fraud or made a deliberate or reckless misrepresentation to Us; and/or
2. during the Period of Insurance You have made a claim or notified circumstances which might give rise to a claim.

If You later make a claim for loss occurring prior to cancellation, We shall deduct the amount of the premium returned from the payment of any claim.

### Change of Risk

You must notify Us immediately if, during the Period of Insurance, any of the following relevant events occur:

1. information which You provided or confirmed to Us before the commencement of the Period of Insurance ceases to be substantially correct;
2. Your interest in the Business ceases or is transferred to another person or entity;
3. there is a change in the ownership of the Business;
4. the Business becomes subject to an insolvency proceeding; and/or
5. demolition, construction, ground works or excavations are carried out on a site adjoining the Premises.

If You are in doubt as to whether an event is a relevant event, You should disclose it to Us.

Upon notification of a relevant event listed in this Condition, We may, at Our absolute discretion, cancel, suspend or alter the terms of the Policy or increase the premium with effect from the Relevant Event.

If You fail to notify Us of a relevant event, We shall not pay any claim which is Connected With the relevant event.

### Choice of Law and Jurisdiction

The Policy will be subject to and construed solely in accordance with the Law of England and Wales. All disputes arising out of or in connection with the Policy will be subject to the exclusive jurisdiction of the Courts of England and Wales.

### Claims Conditions: Our Rights

If We agree to pay a claim under this Policy, We shall have the right to:

1. enter or take possession of the Premises where the Damage or loss occurred;
2. take possession and salvage of insured Property;
3. take over the defence and settlement of a claim brought against You;
4. conduct a subrogated recovery in Your name.

If, during the settlement of a claim, We make a payment which includes the applicable Excess, You will reimburse Us for that amount.

We may at any time free ourselves from further liability for a claim by paying to You the relevant Sum Insured, Indemnity Limit or lesser amount for which a claim can be settled, after deducting payments already made. We shall pay costs and expenses incurred with Our prior consent up to the date of such payment.

### Claims Conditions: Your Obligations

Your claim will not be paid unless You comply with each of the following requirements:

1. You must tell Us as soon as reasonably practicable if You become aware of any facts or circumstances which may give rise to a claim against You;
2. You must tell Us and the Police as soon as reasonably practicable if You become aware of any Damage which You know or suspect is Caused By a criminal act;
3. You must tell Us as soon as reasonably practicable if any written or verbal claim is intimated or made against You;
4. You must supply Us with full details of any claim, in writing and at Your own expense, within:
  - a. 7 days of becoming aware of any Injury, Damage or loss which You know or suspect is Caused By a criminal act; and
  - b. 30 days of becoming aware of any other Injury, Damage or loss.
5. You must forward to Us unanswered any written communications which relate to claims or possible claims against You, including letters of claim, writs, summons and other legal proceedings;
6. You must provide all the assistance, co-operation, evidence and information which We reasonably require Connected With any claim and/or subrogated recovery;
7. You must take all reasonable action to prevent and minimise existing and future loss; and
8. You must not admit, deny, negotiate or settle any claim without Our prior written consent.

### Contracts (Rights of Third Parties) Act

A person or entity not a party to the Policy has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce a term of the Policy.



### Fair Presentation

Part 2 of the Insurance Act 2015 requires You to make a fair presentation of the risk before the commencement of the cover and the agreement of any variations or renewals.

A fair presentation of the risk includes, but is not limited to:

1. ensuring that every material representation as to a matter of fact is substantially correct;
2. ensuring that every material representation as to a matter of expectation or belief is made in good faith; and
3. disclosing to Us every material circumstance which You know or ought to know.

If You are in doubt as to any aspect of Your duties under the Insurance Act 2015, You should speak to Your insurance agent.

If You are in doubt as to the materiality of a representation or circumstance, You should disclose it to Us.

If You fail to make a fair presentation of the risk, the Insurance Act 2015 entitles Us to exercise remedies which include:

1. avoiding the Policy or any relevant variations or renewals;
2. applying different terms; and/or
3. reducing the amount to be paid on a claim.

If We avoid the Policy We shall usually return the premium unless Your conduct has been deliberate or reckless.

### Fraud

If You or anyone acting on Your behalf:

1. makes a false, fraudulent or exaggerated claim;
2. supports a claim with false or fraudulent documents, devices or statements, even if the claim itself is genuine; and/or
3. makes a claim for loss which was deliberately Caused By You or anyone acting on Your behalf

We shall, at Our absolute discretion:

1. refuse to pay the whole of the claim;
2. recover from You any sums which We have already paid in connection with the claim; and/or
3. terminate the Policy with effect from the date when the fraud was committed.

We shall not refund any premium if We know or have reasonable grounds to suspect that fraud has been committed.

### Language

The contractual terms conditions exclusions and other information relating to this Policy will be in the English language.

### Non-assignment

You may not assign or transfer any rights under the Policy without Our prior written consent.

### Other Insurance

We shall not pay any claim for loss which is also covered wholly or partly under another insurance policy except for any excess beyond the amount which would have been covered under such other insurance had the Policy not been taken out.

### Premium Payment

We shall not pay any claim unless You have paid the premium. If We have agreed that You may pay the premium using an instalment facility, We shall not pay any claim unless Your instalment payments are up to date.

### Reasonable Precautions

Your claim will not be paid unless, throughout the Period of Insurance and at the date of loss or damage, You have:

1. taken all reasonable precautions to prevent loss;
2. maintained all Property insured by the Policy in a good state of repair;
3. taken reasonable care in selecting, training and supervising Employees and sub-contractors;
4. complied with all applicable statutory requirements, manufacturers' recommendations and other regulations relating to the use, inspection and safety of Property and persons; and
5. taken immediate steps to make good or remedy any defect or danger which becomes apparent and implemented additional precautions as the circumstances may require.

### Sanctions

We shall not be deemed to provide cover and We shall not be liable to pay any claim or provide any benefit under the Policy to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose Us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

### Subjectivity

If the Policy is issued or renewed subject to any of 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;
2. You allowing Us access to the Premises Your contract sites and/or the Business to carry out survey(s);
3. You complying with all survey risk improvements to make alterations to the Premises and/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:

1. modify the premium
2. issue a mid-term amendment to the Policy or Section terms Conditions and Exclusions
3. exercise our right to cancel the Policy
4. leave the Policy or Section terms Conditions and Exclusions 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 or notified 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 the Policy and of the Sections of the Policy shall continue to apply until We advise You otherwise.

#### **VAT**

All payments under the Policy will be exclusive of VAT unless You are unable to reclaim VAT from HMRC.

## Property

This Section is only operative if specified in the Schedule

### Property: Definitions

The following definitions apply to the Property Section only. They should be read in conjunction with the General Definitions at the start of the Policy.

#### Contents

Property within Buildings, excluding Buildings and Stock, and including the following items:

1. Machinery, plant, fixtures and fittings.
2. Patterns, models, moulds, plans and designs.
3. Electronic Business Machines up to £5,000 unless specified separately on the Schedule.
4. The cost of materials and clerical labour and computer time expended in reproducing computer system records for an amount not exceeding £25,000,
  - a. excluding expenses Connected With production of information to be recorded, and
  - b. not for the value of the information contained.
5. Money up to an amount not exceeding £2,000 in total.
6. The contents of fuel tanks for an amount not exceeding £2,000 in total.
7. Tobacco, wines and spirits held for business entertainment purposes for an amount not exceeding £1,000 in total.
8. Rare books or works of art for an amount not exceeding £1,000 any one article or £2,000 in total.
9. Personal effects (other than motor vehicles) belonging to the partners, directors, and employees up to an amount not exceeding £5,000 for any one person.

#### Declared Value

Your declaration of the Reinstatement cost of a Building, Contents and/or Electronic Business Machines at the commencement of the Period of Insurance, calculated in accordance with the Reinstatement Basis of this Section including its extensions and assuming that the Building, Contents and/or Electronic Building Machines are destroyed.

#### Electronic Business Machines

1. All computer equipment (including peripheral devices interconnecting wiring fixed disks telecommunications equipment computerised telephone systems electronic access equipment and electronic point of sale systems) used for the storage and communication of electronically processed data including:
  - a. portable computer equipment at the Premises
  - b. facsimile or photocopying machines but shall not include within its meaning
  - c. computer equipment controlling manufacturing processes
2. computer equipment manufactured for sale or held as stock for sale unless specified in the Schedule
3. Data carrying materials

## Property

4. All current and backup computer software and programs held on hard disks or data carrying materials unless specifically described otherwise in the Schedule
5. Computer lock down plates security enclosures security cables and other similar devices

all belonging to You or held by You in trust for which You are responsible but excluding any property which is more specifically insured.

### Property Insured

Any of the following items:

1. Buildings;
2. Contents; and
3. Stock

which are specified in the Schedule and which belong to You or for which You are responsible.

### Reinstatement

The rebuilding, replacement, repair or restoration of Damaged items of Property Insured, including:

1. the removal of debris from the Premises or an immediately adjacent area;
2. the dismantling, demolition, propping, shoring up or boarding up of Damaged Property; and
3. the replacement of Damaged Property in the manner and to the standard which is necessary to comply with legislation, building regulations and/or by-laws;
4. architects' surveyors' legal and other professional fees necessarily incurred in the reinstatement Damaged Property but not for preparing any claim it being understood that the amount payable for such fees shall not exceed those authorised under the scale of charges of the respective professional bodies at the time of such Damage and that the liability for such Damage and fees shall not exceed in the aggregate the Sum Insured by each such item.

### Stock

Property within Buildings comprising the following items:

1. Materials in trade.
2. Work in progress.
3. Finished goods.
4. Electronic Business Machines manufactured or held for sale up to the amount specified in the Schedule.
5. Goods in trust

### Property: Insuring Clause

We shall pay for Damage to Property Insured at the Premises occurring during the Period of Insurance.

Our liability will not exceed the lesser of:

1. the Sum Insured on each item; or
2. any applicable sub-limit specified in the Policy, which will form part of the Sum Insured.

The Sum Insured will not be reduced by the amount of any claim, provided that You accept any variation in the terms of the Policy and pay the additional premium that We may reasonably require.

## Property: Exclusions

Unless otherwise specified in the Schedule, We shall not make any payment under this Section for loss Connected With or comprising any of the following:

1. Consequential loss of any kind.
2. Damage which is Connected With or comprises:
  - a. an existing or hidden defect in Property;
  - b. gradual deterioration, wear and tear, rust, corrosion or erosion;
  - c. frost or change in the water table level;
  - d. faulty design or faulty materials used in the construction of Property;
  - e. faulty workmanship, operating error or omission by You or an Employee;
  - f. the bursting of a boiler or 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;
  - g. insect, animal or vermin;
  - h. Property undergoing a process of production, packing, treatment, testing, commissioning, servicing, or repair;
  - i. shrinkage, evaporation or loss of weight;
  - j. dampness or dryness;
  - k. scratching;
  - l. mould or fungus;
  - m. change in temperature, colour, flavour, texture, or finish;
  - n. nipple or joint leakage or failure of welds;
  - o. cracking, fracturing, collapse or overheating of a boiler, vessel, machine or apparatus in which internal pressure is due to steam only and associated piping; and/or
  - p. mechanical or electrical breakdown or derangement of Propertyother than subsequent Damage Caused By a cause not otherwise excluded.
3. Damage which is Connected With or comprises:
  - a. acts of fraud or dishonesty;
  - b. disappearance;
  - c. unexplained or inventory shortage;
  - d. misfiling, misplacing of information or clerical error;
  - e. erasure or distortion of information on computer systems or other records; and/or
  - f. theft or attempted theft (other than Damage Caused By forceful or violent entry or exit).
4. Damage to a structure which is Connected With or comprises:
  - a. its own collapse or cracking;
  - b. normal settlement of new structures.

5. Damage which is Connected With or comprises Pollution except:
  - a. Damage comprising Pollution which is solely Caused By any of the following perils: fire, lightning, explosion, aircraft or other aerial devices or articles dropped therefrom, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons other than thieves, earthquake, storm, flood, bursting, overflowing, discharging or leaking of water tanks, water apparatus or water pipes, sprinkler leakage or impact by a road vehicle or animal; or
  - b. Damage Caused By any of the above perils which itself is Caused By Pollutionunless otherwise excluded.
6. Damage which is Connected With or comprises:
  - a. the Property Insured undergoing a process involving the application of heat; and/or
  - b. Damage to that portion of the Property Insured Caused By its own self ignition, leakage of electricity, short circuiting, or over-running.
7. Damage to:
  - a. glass not being fixed glass forming part of the structure of the Building; and/or
  - b. china, earthenware, marble or other fragile objects (not including Stock).
8. Damage to:
  - a. livestock; or
  - b. growing crops or trees
9. Damage to:
  - 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 or aircraft;
  - e. Property in the course of construction including materials for use in the construction; and/or
  - f. piers, jetties, bridges, culverts or excavations except where Property is specifically stated as insured in the Schedule and the Damage is not otherwise excluded.
  - g. Subsidence, landslip or heave caused to yards, car parks, roads, bridges, pavements, walkways, terraces, drives forecourts and similar surfaces all constructed of solid materials
10. Damage which is Connected With:
  - a. cessation of work;
  - b. Government Action; and/or
  - c. strikers, locked-out workers, persons taking part in labour disturbances or malicious persons acting in connection with such events.
11. Damage to jewellery, precious stones, precious metals, bullion, furs, unless specifically mentioned in the Schedule as being insured.
12. Damage Caused By theft or attempted theft, of Money or securities beyond the other than the cover provided for Money under Contents.

## Property

### 13. Incidence of

- a. Inundation from the sea
- b. Escape of water from the normal confines or any natural or artificial water course lake reservoir canal or dam

Caused By storm or tempest, except where Caused By flood.

### 14. Incidence of

- a. Felling, lopping or pruning of trees;
- b. Damage to fences, gates and moveable Property in the open or open sided Buildings.

Caused By storm or falling trees.

### 15. Damage Caused By escape of water while the Premises are Unoccupied.

### 16. Damage Caused By gradual emission or seepage from any fixed heating installation.

### 17. Damage to moveable property in the open Caused By wind, rain, hail, sleet, snow, flood or dust.

### 18. Damage Caused By electrical or magnetic disturbance or erasure of electronic readings.

### 19. Damage Caused By the solidification of molten material.

### 20. Damage Caused to Property which is more specifically insured

## Property: Extensions

Subject to the terms of this Section, We shall also pay for loss occurring within the Territorial Limits during the Period of Insurance in the circumstances set out below.

In these Extensions, Insured Damage means Damage to Property by a cause which is not excluded by this Section.

### Capital Additions

We shall pay for Insured Damage to any:

1. alterations and additions which You have made to Buildings and Contents at the Premises during the Period of Insurance within the six months preceding the occurrence of Damage; and
2. Buildings which You have acquired or begun to occupy within 30 days of the occurrence of Damage

provided that You pay any additional premium that We may reasonably require from the commencement of cover.

We shall not pay for appreciation in value.

Our total liability under this Extension will not exceed the lesser of 10% of the Sum Insured for Buildings and Contents (as applicable) or £500,000 in any one Period of Insurance.



### Contract Sale Price

If an item of Stock which has been manufactured and sold to a customer, but not yet delivered, suffers Insured Damage at the Premises, and such Damage causes the customer to cancel the purchase, We shall pay the contract price of the damaged Stock.

Our liability under this Extension will not exceed the Sum Insured for the relevant item of Stock.

### Documents and Books

If Your documents, deeds, manuscripts or business books sustain Insured Damage, We shall pay for the cost of the materials and clerical labour expended in reproducing such records.

Our total liability under this Extension will not exceed £25,000 in any one Period of Insurance, being part of the Sum Insured for Contents.

### Drain Clearance

If drains, sewers or gutters serving Buildings insured by this Section sustain Insured Damage, We shall pay for reasonable clearance costs which You incur with Our prior written consent.

Our total liability under this Extension will not exceed £25,000 in any one Period of Insurance, being part of the Sum Insured for Buildings.

### Emergency Services

We shall pay for Damage to Property Insured Caused By the police, fire or ambulance service while attending to an emergency at the Premises.

Our total liability under this Extension will not exceed £10,000 in any one Period of Insurance, being additional to the Sums Insured.

### Fire Extinguishing Expenses

We shall pay for reasonable costs and expenses which You incur 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 insured by this Section

We will not pay any costs and expenses recoverable from the maintenance company or fire service

You must maintain all such equipment in accordance with the manufacturer's instructions. If, in relation to any claim for fire extinguishing expenses, You fail to comply with this condition, we shall not pay any claim that is Connected With Your non-compliance.

Our total liability under this Extension shall not exceed £10,000 in any one Period of Insurance.

### Loss Minimisation

Following Damage at the Premises, We will pay for reasonable costs and expenses, which You incur with Our prior written consent, to provide necessary additional physical protection to prevent further Damage.

We will not pay

1. more than the reduction in Damage avoided by the expenditure
2. for costs otherwise incurred under General Condition - Reasonable Precautions
3. more than £25,000 in total under this Extension in one Period of Insurance.

### Loss of Metered Utilities

We shall pay charges for which You are responsible if Insured Damage causes electricity, gas, water or oil to be accidentally discharged from a metered system which services the Premises.

Our total liability under this Extension shall not exceed £25,000 in any one Period of Insurance.

### Moulds Tools and Dies

We will pay for Insured Damage to moulds, tools and dies belonging to You or for which You are responsible whilst at any premises not in Your occupation, or in transit by road, rail or inland waterway.

Our total liability under this Extension shall not exceed £25,000 in any one Period of Insurance.

### Other Locations

We will pay for Insured Damage to Contents and Stock

1. whilst in the main building of the private residence of Your director or Employee, within the Territorial Limits and
2. whilst in transit to and from the main building of such private residence and the Premises.

Our liability under this Extension shall not exceed £2,500 for each claim, or £10,000 for all claims in one Period of Insurance.

### Rent Payable

If cover for Rent is specified in the Schedule and Insured Damage causes a Building or a part of a Building to become unfit for occupation, We will pay any Rent which You are legally obliged to pay while Your Building or part of Your Building is unfit for occupation as a result of Damage insured under this Policy during the period necessary to make the Building fit for occupation but not beyond the end of the Period of Insurance. The amount payable shall not exceed such proportion of the Sum Insured for Rent as the period necessary for reinstatement bears to the term of Rent insured stated in the Schedule.

### Replacement Locks

We shall pay for the reconfiguration or replacement of access cards, codes, fobs, keys or locks to external doors, windows, safes or strong rooms which are accidentally lost or stolen:

1. from the Premises;
2. from the home of a director or partner or authorised Employee; or
3. whilst in the custody of a director or partner or an authorised Employee.

Your claim will not be paid unless all access cards, codes, fobs, keys belonging to a safe or strong room are:

1. always kept in a secure place away from the safe or strong room; and
2. removed from the Premises while unattended.

Our total liability under this Extension will not exceed £5,000 in any one Period of Insurance.

### Seasonal Increase

The Sum Insured for each item of Stock in The Schedule is increased by 25% or £500,000, whichever is the lower, during the months of November, December and January or for any other period selected by You and stated in The Schedule.

### Temporary Removal

We shall pay for Insured Damage to items of Buildings or Contents which are:

1. temporarily removed from the Premises for cleaning, renovation or repair; or
2. in transit to or from the Premises.

We shall not pay for Damage to:

1. items which are insured under another insurance policy;
2. items which are removed from the Premises for more than 90 consecutive days; or
3. any motor vehicle or motor chassis licensed for normal road use.

We shall not pay for loss Connected With loss of information or Loss of Data.

Our liability under this Extension in any one Period of Insurance will not exceed £25,000 being part of the Sum Insured for the relevant item.

### Theft Damage to Buildings

We will pay for the Damage Caused By theft or attempted theft to the Buildings (whether or not the Buildings are insured under this Policy) if You are responsible for the repairs and the Damage is not insured under another insurance policy.

### Trace and Access

We shall pay reasonable costs and expenses which You incur with Our prior written consent:

1. to locate the source of an escape of water, fuel or oil from a fixed domestic water service or heating installation; and
2. to make good resulting Damage

We shall not pay:

1. for the cost of repair to the service or heating installation; or
2. where Damage results solely from a change in the water table level.

Our liability under this Extension will not exceed £25,000 in any one Period of Insurance, being part of the Sum Insured for Buildings.

### Trade Samples

We shall pay for Insured Damage to trade samples in Your control in the Territorial Limits or the European Economic Area, including while in transit thereto or therefrom.

We shall not pay for Damage

1. Caused By theft or attempted theft from Unattended Vehicles unless
  - a. all security alarms, locks and other security devices or protections for the vehicle are put into operation; and
  - b. between 9pm and 6am, the Unattended Vehicle is:
    - i. garaged in a securely locked building of substantial nature; or
    - ii. a compound which has secure walls and/or fences and securely locked gates.
2. to property more specifically insured on this or another policy

Our liability under this Extension shall not exceed £500 for each claim, or £10,000 for all claims in one Period of Insurance.

### Undamaged Property

We shall pay for the replacement of undamaged items of Property Insured which must be replaced for Reinstatement works to comply with legislation, building regulations and/or by-laws.

We shall not pay for foundations.

Our liability under this Extension will not exceed 15% of the cost of Reinstating the undamaged item, assuming that it had been wholly destroyed, being part of the Sum Insured for Buildings.

### Underground Services

We shall pay for Insured Damage to underground pipes, drains, sewers and cables for which You are responsible up to the point of connection to a public main.

Our total liability under this Extension will not exceed £25,000 in any one Period of Insurance, being part of the Sum Insured for Buildings.

### Workmen

Workmen shall be permitted to work in the Buildings for the purposes of making repairs, minor additions and alterations or decorations.

## Property: Basis of Settlement

### Standard Basis

The Standard Basis applies to any Damaged item

1. of Stock insured by this Policy;
2. of Property Insured identified on the Schedule or by endorsement to be subject to the Standard Basis.

We shall pay for the Reinstatement of a Damaged item of Property Insured to a condition substantially the same as, but not better or more extensive than, its condition at the time when the Damage occurred. If the market value of an item of Damaged Property at the time when the Damage occurred is less than the cost of Reinstatement, Our liability will not exceed the loss of market value Caused By the Damage.

### Reinstatement Basis

The Reinstatement Basis applies to any Damaged item of Buildings, Contents and Electronic Business Machines insured by this Policy, provided that You:

1. Reinstatement the item to a condition which is at least equivalent to its condition when new, which may be in another manner and/or at another location;
2. commence and complete all Reinstatement works without unreasonable delay; and
3. provide Us with all information that We may reasonably require at any time during the Reinstatement works.

If the Reinstatement Basis applies, We shall pay for the Reinstatement of a Damaged item of Buildings and Contents insured by this Policy to a condition substantially the same as, but not better or more extensive than, the condition of the Damaged item when new.

### Day One Reinstatement Basis

The Day One Reinstatement Basis applies to any Damaged item of Buildings, Contents or Electronic Business Machines provided that a Declared Value is specified in the Schedule in relation to that item.

If the Day One Reinstatement basis applies, We shall pay for the Reinstatement of a Damaged item of Buildings, Contents or Electronic Business Machines including any increase in cost due to inflationary factors, up to the amount of uplift stated in the Schedule in relation to that item.

## Property

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.

If at the time of the Damage the Declared Value is less than the cost of reinstatement of the Property Insured on a Reinstatement Basis, 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 on a Reinstatement Basis.

We will not pay under this Basis of Settlement:

1. until You have incurred the cost of replacing or repairing the Property Insured
2. if You or someone acting on Your behalf has insured the Property Insured under another policy which does not have the same basis of reinstatement
3. if You do not comply with any of the provisions of this Basis of Settlement

### Average

You must ensure that the Sum Insured for each item of Property Insured is sufficient for Reinstatement, assuming that the item is destroyed and the Reinstatement cost for an item is calculated in accordance with the Reinstatement Basis of this Section including its extensions. The exception shall be Stock and any Property Insured identified on the Schedule or by endorsement to be subject to the Standard Basis, which shall be will be calculated on the Standard Basis.

You will be considered as Your own insurer for the difference and bear a proportionate share of the loss if:

1. the Declared Value for Property Insured on a Day One Reinstatement Basis is insufficient on the date when cover commences; or
2. the Sum Insured for any other item is insufficient by more than 15% on the date when the Damage occurs.

### Average Waiver

Average will not be applied to a claim for Damage to a Building provided that the following conditions are satisfied:

1. Your Sum Insured or Declared Value (as applicable) has been calculated in reliance upon a written professional valuation report.
2. You obtained the valuation report no more than three years before the commencement of cover by instructing a suitably qualified and experienced professional member of the Royal Institute of Chartered Surveyors to undertake a physical inspection of the Premises and apply the relevant recommendations in the current edition of the RICS guidance note Reinstatement Cost Assessment of Buildings.
3. No changes have subsequently been made to the Building which might affect the Reinstatement cost.
4. You have applied appropriate indexation from the date of the valuation.
5. At Our Request You provide Us with a copy of the valuation and any other information that We may reasonably require.
6. You assign to Us any cause of action that You may have against the responsible surveyor.

### Seventy Two Hour Period

Damage Caused By storm, flood or earthquake occurring within each and every separate period of 72 hours during the Period of Insurance will be deemed to be one loss in determining the application of the Excess.

## Property: Conditions

The following Conditions apply to this Section.

### Index Linking

We shall apply appropriate indexation to the Sum Insured and adjust the premium at each annual renewal to reflect movement during the Period of Insurance.

### Mortgagors Freeholders and Lessors

Mortgagors, freeholders and lessors will not be prejudiced by an increase in the risk of Damage Caused By an act of negligence of a mortgagee, leaseholder, lessee or occupier of Buildings insured by this Section, provided that such increase in risk is without their prior knowledge or authority and We are notified immediately they become aware of such increase in risk.

### Other Interests

The interest of parties supplying Property to You under a hiring, leasing or similar agreement is noted in this insurance, provided that:

1. their interest is not covered by another insurance policy; and
2. in the event of Damage, You immediately disclose to Us the nature and extent of any such interest.

### Reinstatement

When We decide or are required to reinstate or replace any Property Insured You will at Your expense provide plans, documents, books and or information which we require.

### Subrogation waiver

We shall not enforce rights of subrogation against:

1. a company which is: Your parent, subsidiary or a subsidiary of Your parent according to the relevant company law legislation current at the time of the Damage; or
2. any other party We agree in writing.

### Transfer of Interest

The purchaser of a Building insured by this Policy will be entitled to the benefit of this Policy if:

1. at the time when Damage occurs, You have contracted to sell Your interest in the Building;
2. the Building is not otherwise insured against such Damage; and
3. the purchaser observes all the terms of this Policy as though they were You.

### Non-Invalidation

Where the risk of Damage is increased due to a circumstance(s) unknown to You and which You would not reasonably be expected to have known or beyond Your control, We shall not decline a claim Connected With such increased risk provided that

1. on becoming aware of the increase You immediately give notice to Us, and
2. You pay such additional premium as We shall reasonably require.

## Business Interruption

This Section is only operative if specified in the Schedule.

### Business Interruption: Definitions

The following definitions apply to the Business Interruption Section only. They should be read in conjunction with the General Definitions at the start of the Policy.

#### Actual Amount

The amount certified by Your external auditors or accountants as representing the Insurance Gross Profit, Gross Revenue or Rent Receivable (as applicable) paid or payable to You in the course of the Business during the most recently completed financial year prior to the commencement of the current Period of Insurance.

#### Annual Amount

The amount of Insurance Gross Profit, Gross Revenue or Rent Receivable (as applicable) which You earned during the twelve months immediately prior to the commencement of the Indemnity Period.

#### Contagious Disease

Any of the following human contagious diseases:

Acute encephalitis, Acute infectious hepatitis, Acute meningitis, Acute poliomyelitis, Anthrax, Botulism, Brucellosis, Cholera, Diphtheria, Enteric fever (typhoid or paratyphoid fever), Food poisoning, Haemolytic uraemic syndrome (HUS), Infectious bloody diarrhoea, Invasive group A streptococcal disease, Legionnaires' disease, Legionellosis, Leprosy, Malaria, Measles, Meningococcal septicaemia, Mumps, Plague, Rabies, Rubella, Severe Acute Respiratory Syndrome (SARS), Scarlet fever, Smallpox, Tetanus, Tuberculosis, Typhus, Viral haemorrhagic fever (VHF), Whooping cough, Yellow fever

Coverage under this Section will not be provided for loss which is Connected With any other disease or condition, whatever its relationship with the diseases stated above.

The exclusion for Epidemic and Pandemic Disease applies to the Business Interruption Section. No payment will be made for loss which is Connected With a disease listed above to the extent that it represents Epidemic Disease or Pandemic Disease.

#### Estimated Amount

The amount declared by You at the commencement of the Period of Insurance representing the Insurance Gross Profit, Gross Revenue, or Rent Receivable (as applicable) which You anticipate will become paid or payable to You in the course of the Business during the Period of Insurance.

If the Maximum Indemnity Period exceeds twelve months, You must declare a proportionately increased amount.

#### Extension Event

Any Extension Event in the Sections Business Interruption: Extension Events (Damage) or Business Interruption: Extension Events (Non-Damage) and which is specified in the Schedule.

#### Gross Revenue

The amount paid or payable to You for goods sold and delivered and services rendered in the course of the Business at the Premises.

**Incident**

Either of the following occurrences taking place during the Period of Insurance:

1. Damage by a cause not excluded by the Property Section to Property used by You at the Premises for the purpose of the Business; or
2. an Extension Event which is specified in the Schedule.

**Indemnity Period**

The period beginning with the commencement of interruption to the Business Caused By an Incident and ending with whichever of the following events first occurs:

1. the results of the Business ceasing to be affected by the Incident;
2. the expiry of a reasonable time to effect reinstatement of Damaged Property and recover the position that You would have been in had the Incident not occurred; or
3. the expiry of the Maximum Indemnity Period.

**Insurance Gross Profit**

The Insurance Gross Profit stated in the Schedule or, if no sum is stated, the amount of Gross Revenue less:

1. material purchases (less discounts received and adjusted for the movement in stock);
2. carriage, packing and freight;
3. discounts allowed; and
4. bad debts.

The amount of opening and closing stocks (including work in progress) will be calculated in accordance with Your usual accounting methods.

**Maximum Indemnity Period**

The period specified in the Schedule, unless a shorter period is specified elsewhere in the Policy.

Unless stated otherwise, the Maximum Indemnity Period for a Non-Damage Extension Event will be 3 months.

**Outstanding Debit Balances**

The amount owed to You by Your customers which You are unable to collect because of Damage to Your accounts, business books or records stored within the Territorial Limits.

**Rate of Insurance Gross Profit**

The rate of Insurance Gross Profit which You earned during the most recently completed financial year prior to the commencement of the current Period of Insurance.

**Rent Receivable**

The amount paid or payable to You as rent and related service charges in the course of the Business at the Premises.

**Standard Gross Revenue**

The amount of Gross Revenue or Rent Receivable (as applicable) which You earned in the period during the twelve months immediately prior to the Damage which corresponds with the Indemnity Period.



### Business Interruption: Insuring Clause

We shall pay for loss Caused By interruption to the Business which arises solely and directly from an Incident.

Our liability will not exceed the lesser of:

1.
  - a. 133 1/3% of the Sum Insured for Insurance Gross Profit, Gross Revenue or Rent Receivable when the Cover Basis of Settlement is shown on the Schedule as being Estimated; or
  - b. 100% of the Sum Insured shown for each other Cover Basis of Settlement shown in the Schedule;
2. any applicable sub-limit specified in the Policy, which will form part of the Sum Insured or Limit of Liability.

The Sum Insured will not be reduced by the amount of a claim, provided that You accept any variation in Policy terms and pay the additional premium that We may reasonably require.

### Business Interruption: Extension Events (Damage)

The occurrence of Damage to the Property listed below by a cause not excluded by the Property Section will constitute an Extension Event if specified in the Schedule.

#### Customers and Suppliers

Damage to Property at a site within the Territorial Limits:

1. to which goods are physically supplied from the Premises; or
2. from which goods are physically supplied to the Business for use at the Premises

including any site specified by address in the Schedule.

Excluding the premises of any supply undertaking from which You obtain gas, water, electricity or telecommunications services.

Our liability per claim under this Extension Event will not exceed the amount specified for this Extension in the Schedule or, if no amount is stated, the lesser of £100,000 or 10% of the Sum Insured.

#### Property Away from the Premises

Damage to Property within the Territorial Limits which You own or for which You are responsible whilst:

1. at a location where You are carrying out work pursuant to a contract or agreement;
2. at a location where You are exhibiting goods;
3. stored in premises which You do not wholly or partly occupy;
4. being worked by a third party at its own premises; and/or
5. in Transit.

Our liability per claim under this Extension Event will not exceed the amount specified in the Schedule or, if no amount is specified, the lesser of £100,000 or 10% of the Sum Insured.

#### Motor Vehicles

Motor vehicles which You own or for which You are responsible.

We shall not pay under this Extension for loss Connected With Damage to Property occurring:

1. at premises which You partially or wholly occupy; or
2. outside the Territorial Limits

Our liability per claim under this Extension Event will not exceed the amount specified in the Schedule or, if no amount is specified, the lesser of £100,000 or 10% of the Sum Insured.

#### **Property Within One Mile of the Premises**

Damage to Property within one mile of the Premises which:

1. Causes the Premises to be closed; or
2. physically prevents customers from accessing the Premises.

Our liability per claim under this Extension will not exceed the amount specified in the Schedule or, if no amount is specified, the lesser of £100,000 or 10% of the Sum Insured

#### **Property at Utility Supplier Premises**

Damage to Property at the premises of Your electricity, gas, water or land-based telecommunications supplier within the Territorial Limits from which supply is made to Your Premises.

Our liability per claim under this Extension will not exceed the amount specified in the Schedule or, if no amount is specified, the lesser of £100,000 or 10% of the Sum Insured

### **Business Interruption: Extension Events (Non-Damage)**

Any of the occurrences listed below will constitute an Extension Event if specified in the Schedule, provided that it does not cause or contribute to loss, damage, injury or interruption (whether or not insured by the Policy) over an area exceeding three square miles.

#### **Disease, Infestation and Defective Sanitation**

A public authority order, Caused By of any of the following events:

1. murder or suicide at the Premises;
2. customer illness Caused By food or drink supplied at the Premises;
3. an outbreak of Contagious Disease at the Premises or within one mile of the Premises;
4. the discovery of vermin or pests at the Premises; and/or
5. defects in the sanitary arrangements at the Premises Caused By a sudden and unexpected accident,

which compels Your Business to cease operating at the Premises

We shall not pay under this Extension for loss:

1. to a Business which continues operating, including remotely or at other locations;
2. at any part of any Premises to which the order does not apply;
3. Caused By an order lasting less than 12 consecutive hours; or
4. Comprising the costs of cleaning, repair, replacement, recall or checking of Property.
5. Connected With Legionellosis or Legionnaires disease unless You have complied at all times with the Health and Safety Commission's Approved Code of Practice "The Prevention and Controls of Legionellosis" (including Legionnaires Disease) or any supplementary replacement or amending Code of Practice.

Our total liability for all losses in any one Period of Insurance under this Extension will not exceed the amount specified in the Schedule or, if no amount is specified, the lesser of £100,000 or 10% of the Sum Insured

### Essential Employees

Death or permanent disablement by external and accidental means which prevents any of Your principal directors or partners from attending to their usual duties on behalf of the Business.

Our total liability for all losses in any one Period of Insurance under this Extension will not exceed the amount specified in the Schedule or, if no amount is specified, £25,000.

### Local Emergency

The lawful order of an emergency service, Caused By an emergency within one mile of the Premises endangering life or Property, which prevents access to the Premises.

We shall not pay for loss:

1. Caused By a prevention of access which lasts less than 12 consecutive hours;
2. Caused By a public authority order which compels Your Business to cease operating at the Premises; or
3. comprising the costs of cleaning, repair, replacement, recall or checking of Property.

Our total liability for all losses in any one Period of Insurance under this Extension will not exceed the amount specified in the Schedule or, if no amount is specified, the lesser of £50,000 or 10% of the Sum Insured

### Failure of Utilities

The accidental failure of supply of electricity, gas, water or telecommunications at the terminal ends of Your supplier's feed to the Premises within the Territorial Limits.

We shall not pay for loss Connected With a failure of supply which:

1. is Caused By the deliberate act of the supplier, including the exercise of a power to withdraw or restrict the supply of services;
2. is Caused By industrial action;
3. is Caused By Damage to Property at Your supplier's premises;
4. lasts less than
  - a. 4 consecutive hours for electricity, gas or water; or
  - b. 24 consecutive hours for telecommunications
5. results in the deterioration of Stock or work in progress at the Premises.

Our liability per claim under this Extension will not exceed the amount specified in the Schedule or, if no amount is specified, the lesser of £50,000 or 10% of the Sum Insured.

### Lottery Winner

We will pay reasonable expenses necessarily incurred by You to minimise interruption of or interference with the Business during the Affected Period due to the resignation of an employee or employees resulting from a monetary win from participation in the United Kingdom National Lottery, EuroMillions Lottery, Irish National Lottery or National Savings and Investment Premium Bonds prize draws or United Kingdom National Football Pools where the amount won is in excess of £100,000 per individual employee.

For the purpose of this clause "Affected Period" means the period during which the results of the Business are affected, beginning with the occurrence of the monetary win but not exceeding a period of 3 months.

We shall not make any payment under this Extension if the employee:

1. has been employed by You for a period of less than 12 consecutive months
2. has served notice or has been served notice of termination of their employment with You prior to the monetary win

3. has been absent from work due to sickness, disability or disciplinary suspension for a period of more than 4 weeks immediately prior to the monetary win
4. works their full period of notice in accordance with their contract of employment with You.

Our total liability for all losses in any one Period of Insurance under this Extension will not exceed £25,000.

## Business Interruption: Basis of Settlement

We shall calculate the amount payable under this Section according to the provisions below.

### Book Debts

If Book Debts coverage is specified in the Schedule, We shall pay the difference between the Outstanding Debit Balances and the total amounts which, with the exercise of due care and skill, You are able to trace and collect. In calculating the amount payable We shall consider:

1. cash collection prior to the Incident;
2. debit and credit amounts owed and not passed through the books during the period between the last record and the commencement of the Indemnity Period; and
3. Your last record of amounts owed by customers.

We shall not pay for loss Connected With any of the following:

1. erasure or distortion of information on computer systems or other records;
2. deliberate falsification of business records;
3. mislaying or misfiling of tapes and records;
4. the deliberate act of the public supply undertaking in restricting or withholding electricity supply; or
5. dishonest or fraudulent acts by Your Employees.

### Gross Revenue

If Gross Revenue or Estimated Gross Revenue is specified in the Schedule as the Basis of Settlement, We shall pay the amount by which the Gross Revenue falls short of the Standard Gross Revenue during the Indemnity Period Caused By the Incident.

We shall also pay the additional expenditure necessarily and reasonably incurred by You solely to avoid or diminish a reduction in Gross Revenue Caused By the Incident during the Indemnity Period.

If You do not provide Us with a cost benefit business model to justify additional expenditure in advance of it being incurred, which is agreed in writing by Us, We may limit the amount payable to the loss thereby avoided.

### Insurance Gross Profit

If Insurance Gross Profit or Estimated Insurance Gross Profit is specified in the Schedule as the Basis of Settlement, We shall pay the sum produced by applying the Rate of Insurance Gross Profit to the amount by which the Gross Revenue falls below the Standard Gross Revenue during the Indemnity Period Caused By the Incident.

We shall also pay the additional expenditure necessarily and reasonably incurred by You solely to avoid or diminish a reduction in Insurance Gross Profit Caused By the Incident during the Indemnity Period.

If You do not provide Us with a cost benefit business model to justify additional expenditure in advance of it being incurred, which is agreed in writing by Us, We may limit the amount payable to the loss thereby avoided.

If You have deducted fixed charges of the Business from the calculation of Insurance Gross Profit, We shall calculate the amount payable for increase in cost of working by reference to the proportion which the Insurance Gross Profit bears to the sum of the Insurance Gross Profit and such fixed charges.

#### **Rent Receivable**

If Rent Receivable coverage is specified in the Schedule as the Basis of Settlement, We shall pay the amount by which the Rent Receivable falls short of the Standard Gross Revenue during the Indemnity Period Caused By the Incident.

We shall also pay the additional expenditure necessarily and reasonably incurred by You solely to avoid or diminish a reduction in Rent Receivable Caused By the Incident during the Indemnity Period.

If You do not provide Us with a cost benefit business model to justify additional expenditure in advance of it being incurred, which is agreed in writing by Us, We may limit the amount payable to the loss thereby avoided.

#### **Increase in Cost of Working Only**

If Increase in Cost of Working Only is specified in the Schedule, We shall pay additional expenditure necessarily and reasonably incurred by You solely to:

1. maintain essential administrative functions; and/or
2. minimise loss Caused By interruption to the Business Caused By the Incident

during the Indemnity Period.

#### **Additional Increase in Cost of Working**

If Additional Increase in Cost of Working is specified in the Schedule, We shall pay expenditure in excess of Increase in Cost of Working which is necessarily and reasonably incurred by You solely to:

1. maintain essential administrative functions; and/or
2. minimise the interruption to the Business Caused By the Incident

during the Indemnity Period.

### **Business Interruption: Settlement Conditions**

We shall apply the following Settlement Conditions when calculating the amount payable under this Section.

#### **Accumulated stocks**

When calculating the amount payable for Insurance Gross Profit, We shall take account of the effect of postponement in reduction in Gross Revenue by reason of the Gross Revenue being temporarily maintained from accumulated stocks of raw materials, work in progress or finished goods.

If You deplete accumulated stocks in order to minimise reduction in Gross Revenue during the Indemnity Period, and stock levels remain depleted at the end of the Indemnity Period, We shall pay the cost of restoring the affected stock levels even after the expiry of the Maximum Indemnity Period.

#### **Alternative Trading**

We shall take account of all amounts paid or payable to You in the course of the Business for:

1. goods sold;
2. accommodation provided; or services rendered

at any location, including over the internet, during the Indemnity Period.

### Auditors and Professional Accountants

We shall pay the reasonable charges of Your external auditors and accountants which are incurred with Our prior written agreement to:

1. produce information that We require to investigate a claim; and/or
2. confirm that the information accords with Your business books.

We shall not pay for the production of information that is routinely available to You.

Our liability for all such charges Connected With a claim will form part of the Sum Insured or applicable lower limit.

### Average

Our liability will be proportionately reduced if the Sum Insured for Insurance Gross Profit, Estimated Insurance Gross Profit, Gross Revenue, Estimated Gross Revenue, Rent Receivable or Book Debts (as applicable- see the Schedule) is less than 85% of the Annual Amount or Outstanding Debit Balances (as applicable and proportionately increased where the Maximum Indemnity Period exceeds 12 months).

### Departmental Clause

If the Business is conducted in departments with ascertainable independent trading results, this Section will apply separately to each department affected by the Incident.

The most We shall pay for any claim, irrespective of the number of departments, is the Section Limit.

### Excess

We shall apply all terms of this Section before deducting the amount of the Excess specified in the Schedule to each and every claim.

### Multiple Extension Events

If interruption to the Business is Caused By two or more Extension Events operating concurrently or in series, Our liability in relation to the same loss will be limited to the higher of the two sub-limits applicable to a single Extension Event.

### New Business

If an Incident occurs within the first year of trading, We shall calculate the amount payable by proportionately increasing the amount of Gross Revenue, Rent Receivable or Insurance Gross Profit (as applicable) which became paid or payable to the Business before the commencement of the Indemnity Period.

In all cases We shall arrive at an adjusted amount which represents as closely as possible the results that the Business would have achieved during the Indemnity Period had the Incident not occurred.

### Payment on Account

We shall make claims payments on account during the Indemnity Period, provided that You have given Us sufficient information in advance to satisfy Us that such payments are reasonable and will result in a lower cost overall

### Savings and Deductions

We shall reduce the amount of any payment to take account of:

1. costs of the Business which would have been paid or payable had the Incident not occurred excluding costs that have already been deducted for the calculation of Insurance Gross Profit;
2. amounts saved by the Business in consequence of the Incident during the Indemnity Period (not including depreciation charges) which would otherwise have contributed to the loss; and/or payments which You are entitled to receive from a material damage insurer in consequence of the Incident, including under this Policy, which reduce the loss.

### Subrogation waiver

We shall not enforce rights of subrogation against:

1. a company which is: Your parent, subsidiary or a subsidiary of Your parent according to the relevant company law legislation current at the time of the Damage; or
2. any other party We agree in writing.

### Trends and Circumstances

We shall take account of any trend, variation or circumstance affecting the Business before or after the commencement of the Indemnity Period which would have affected the Business had the Incident not occurred. An adjustment will be applied to Gross Revenue, Rate of Insurance Gross Profit and/or Savings and Deductions as appropriate.

We shall make an adjustment even if the trend, variation or circumstance arises from the same originating cause as the Incident.

The adjusted amount will represent as closely as possible the results which would have been obtained during the Indemnity Period had the Incident not occurred.

### Underestimates

If Your Estimated Gross Revenue, Rent Receivable or Insurance Gross Profit is less than 50% of the Actual Gross Revenue, Actual Rent Receivable or Actual Insurance Gross Profit, the Estimate will be treated as a Sum Insured. Your claim will be calculated accordingly with Average being applied.

### Underinsurance

We shall not make a payment under this Section for any loss Connected With Your failure to insure an item of Property for an amount which is adequate to reinstate it, or from the application of average or coinsurance to any claim.

## Business Interruption: Premium Adjustment Condition

The following condition applies separately to each item insured on an Estimated Insurance Gross Profit, Estimated Gross Revenue or Estimated Rent Receivable basis.

If the Schedule specifies that You have provided an Estimated Amount, You must declare the Actual Amount to Us within six months of the Period of Insurance expiring.

If We do not receive a declaration, We shall assume that the Estimated Amount equates to the Sum Insured.

We shall calculate the final premium at the appropriate rate based upon the Actual Amount, adjusted as necessary to remove the effect of an Incident occurring during the Period of Insurance.

If the final premium is less than the premium paid, We shall repay to You the balance, up to but not exceeding the difference between the premium paid and the premium which would have been payable on 75% of the Sum Insured.

If the final premium is greater than the premium paid, You will pay Us the balance, up to but not exceeding the difference between the premium paid and the premium which would have been payable on the Sum Insured.

## Glass

This Section is only operative if specified in the Schedule.

### Glass: Definitions

The following definitions apply to the Glass Section only. They should be read in conjunction with the General Definitions at the start of the Policy.

#### Breakage

Accidental fracture extending through the entire thickness of the Internal Glass or External Glass or Special Glass.

#### External Glass

Fixed plain sheet or plain plate glass in windows, doors, fanlights or skylights that form the external fabric of Buildings.

#### Glass

Any of the following items:

1. External Glass;
2. Internal Glass; and
3. Special Glass

which are specified in the Schedule and which belong to You or for which You are responsible.

#### Internal Glass

Fixed plain sheet or plain plate glass in internal doors, partitions, furniture, display and show cases counters or shelves in Buildings.

#### Special Glass

Fixed baths, washbasins, pedestals, bidets, shower trays, sinks, lavatory pans and cisterns, shower trays and splash backs in Buildings.

## Glass: Insuring Clause

We shall pay for Breakage of Glass at the Premises occurring during the Period of Insurance.

We shall replace the Glass or, at Our option, pay the costs of replacement.

Our total liability will not exceed the limit specified in the Schedule or if no limit is specified, £5,000.

## Glass: Extensions

Subject to the terms of this Section, We shall also pay for any of the following losses which are Caused By Breakage of Glass at the Premises occurring during the Period of Insurance:

1. The reasonable costs which You incur to board up doors or windows, for an amount not exceeding £2500 any one occurrence
2. The reasonable costs which You incur to repair or replace window frames, security fittings and/or alarm foil, for an amount not exceeding £1,000 any one occurrence
3. Damage to lettering, embossing, beading, silvering or ornamental work, for an amount not exceeding £2,500 any one occurrence
4. Damage to goods displayed unless Caused By theft or attempted theft for an amount not exceeding £1,000 any one occurrence

If specified in the Schedule, We shall also pay for the reasonable costs which You incur to repair Damage to signs, for an amount not exceeding the Sum Insured specified in the Schedule.



## Glass: Exclusions

We shall not make any payment under this Section for loss Connected With or comprising any of the following:

1. Fire, lightning, explosion or storm.
2. Glass in light fittings, signs, stock, goods in trust, vehicles, vending machines, greenhouses or conservatories unless specified in the Schedule.
3. Defects in frames or framework.
4. Faulty or defective workmanship by You or any of Your Employees.
5. Scratching, wear and tear or gradual deterioration.
6. Mechanical or electrical breakdown of neon and illuminated signs and electrical light fittings.
7. The Excess stated in the Schedule.
8. Repair or alteration of Property which is not Glass.
9. Unoccupied Buildings.
10. Consequential loss.

## Money and Assault

This Section is only operative if specified in the Schedule.

### Money and Assault: Definitions

The following Definitions apply to the Money and Assault Section only. They should be read in conjunction with the General Definitions at the start of the Policy.

#### Assault Event

Actual or threatened physical violence taking place during theft or attempted theft of Money belonging to You which results in Injury.

#### Death or Disablement

Death, Loss of Sight, Loss of Limb, Partial Disablement, Temporary Total Disablement or Permanent Total Disablement occurring within 24 months of an Assault Event.

#### Business Hours

Your normal working hours and any other period when Your partners, directors or Employees are physically present at the Premises in connection with the Business.

#### Insured Person

You, Your partners and directors and Your Employees

#### Loss of Limb

Physical separation of one or more limbs at or above the wrist or ankle or permanent and total loss of use of one or more hands arms legs or feet.

#### Loss of Sight

Total and permanent loss of all sight in one or both eyes.

#### Negotiable Money

Current coin, bank and currency notes, postal and money orders, bankers' drafts, cheques and giro cheques, bills of exchange and securities for money, postage revenue, national insurance and holiday with pay stamps, national insurance and holiday with pay cards, war bonds and franking machine impressions, luncheon vouchers, trading stamps and VAT invoices.

#### Partial Disablement

Disablement which prevents the Insured Person from pursuing a substantial and essential part of their normal occupation.

#### Permanent Total Disablement

Disablement which after 24 months of Bodily Injury prevents the Person Insured from pursuing any occupation

### Temporary Total Disablement

Disablement which prevents the Insured Person from pursuing their normal occupation.

### Money: Insuring Clause

We shall pay You for Damage to Money occurring during the Period of Insurance within the Territorial Limits at the Premises, in transit or at the private residence of any Insured Person.

We shall not pay more than the limit stated in the Schedule or specified in any Extension to this Section.

### Money: Exclusions

We shall not pay for Damage to Money which is Connected With:

1. fraud or dishonesty of any director partner or Employee unless discovered and reported to the police and Us in writing within 7 days of discovery;
2. use of any form of payment which proves to be counterfeit false, invalid, uncollectable or irrecoverable for any reason;
3. errors or omissions;
4. an Unattended Vehicle;
5. forgery, fraudulent alteration or substitution, fraudulent use of a computer or electronic transfer; or
6. any gaming machine, vending machine or automated teller machine or cash dispensing machine unless specified in the Schedule

### Money: Extensions

The following Extensions shall apply subject to all other terms Conditions limits and Exclusions of the Policy.

We shall pay You for Damage to

1. any cases bags containers belts or waistcoats owned by You or for which You are responsible being used for carrying Money Caused By theft or attempted theft of Money up to a limit of £1,000 any one occurrence;
2. clothing and personal effects belonging to You or any Person Insured Caused By theft or attempted theft of Money up to a limit of £500 any one person; and
3. safes and strong rooms Caused By theft or attempted theft of Money up to a limit of £10,000 any one occurrence.

We shall pay You for the cost of changing locks or lock mechanisms on doors, windows, safes and strong rooms at the Premises to maintain security following theft of keys from the Premises or from Your home or the home of any Insured Person, up to a limit of £1,000 any one occurrence.

### Contingent Security Company Cover

We shall pay You for Damage to Money which occurs while the Money is in the custody of any security company with which You have a contract if You are unable to recover the Money from them.

We shall not provide cover under this Extension unless You:

1. provide Us with a copy of Your contract with the security company;

2. obtain Our written agreement before any changes are made to the contract; and
3. comply with the terms of the contract.

## Money: Conditions

### Accompaniment Limits

We will not pay any claim for Damage to Negotiable Money in transit if You have failed to fulfil the following accompaniment requirements.

Whenever Negotiable Money is in transit, it is to be accompanied by at least the following numbers of authorised persons aged between 18 and 65, unless varied in the Schedule

| Amount of Negotiable Money in transit at any one time | Accompaniment Requirement |
|-------------------------------------------------------|---------------------------|
| Up to £3,000                                          | 1 person                  |
| Over £3,000 up to £6,000                              | 2 persons                 |
| Over £6,000 up to £12,000                             | 3 persons                 |
| Over £12,000                                          | Approved security company |

The maximum amount we shall pay under this Section is the limit stated in the Schedule

### Records and Key Security

We shall not pay any claim unless

1. a complete record of all Money held by You is kept in a secure place other than in any safe or other receptacle containing Money;
2. safe keys are removed from the Premises outside Business Hours; and
3. all security devices to protect the Premises are properly fitted and put into full operation outside Business Hours.

### Adjustment to Premium

If the premium has been calculated in whole or in part based on estimates provided by You:

1. within one month after the expiry of each Period of Insurance You shall provide Us with an accurate declaration so that the premium for that Period of Insurance can be calculated and the difference paid or allowed to You subject to any minimum premium being retained by Us; and
2. if You do not supply the declaration as described in (1) above, We shall be entitled to charge You an additional premium in respect of that Period of Insurance.

## Assault: Insuring Clause

We shall pay the benefits specified on the Schedule in respect of Death or Disablement to an Insured Person Caused By an Assault Event during the Period of Insurance.

In addition we shall pay medical expenses up to £500 in total for any one Assault Event.

## Assault: Exclusions

We shall not be liable in respect of any Death or Disablement Connected With pregnancy or any pre-existing physical or mental condition.

## Assault: Basis of Settlement

We shall calculate the amount payable under this Section according to the provisions below.

### Partial Disablement or Temporary Total Disablement

We shall pay the benefits specified on the Schedule, either:

1. once the total amount has been agreed; or
2. at Your request, at the end of each consecutive four week period of disablement. Such payments shall commence no sooner than four weeks after We have received written notice of an Assault Event.

We shall not pay any further benefit after:

1. the expiry of two years from the date of the Disablement;
2. any payment for death, Loss of Sight, Loss of Limb or Permanent Total Disablement in respect of the same Assault Event

whichever occurs first.

### Death, Loss of Sight, Loss of Limb or Permanent Total Disablement

We shall pay the benefit specified on the Schedule. Once we have paid, the Insured Person shall cease to be covered under this Section.

## Assault: Conditions

### Medical advice and examinations

We shall not pay a claim unless, following the Assault Event, the Insured Person:

1. immediately consults a qualified medical practitioner and acts upon such medical advice as is given as soon as reasonably practicable; and
2. submits to medical examination at Our expense as often as reasonably required.

### Death

In the event of the death of an Insured Person Caused By an Assault Event, We shall be entitled to request a post-mortem at Our own expense.

## Goods in Transit

This Section is only operative if specified in the Schedule.

### Goods in Transit: Definitions

The following Definitions apply to the Goods in Transit Section only. They should be read in conjunction with the General Definitions at the start of the Policy.

#### Clothing and Personal Effects

Personal possessions belonging to You or Your driver and worn or carried during Transit excluding cash bank notes credit cards watches and jewellery.

#### Property Insured

General merchandise connected with the Business which You own or for which You are responsible.

#### Reinstatement

The replacement, repair or restoration of Damaged items of Property Insured.

#### Tools

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

#### Transit

Movement by road, rail, inland waterway or sea from one address within the Territorial Limits to another. Including loading, unloading and temporary storage.

#### Vehicle

A motor vehicle and/or trailer and/or container which You own or operate in connection with the Business.

## Goods in Transit: Insuring Clause

We will pay You for Damage to Property Insured whilst in Transit within the Territorial Limits during the Period of Insurance.

Our liability will not exceed the limit or sublimit stated in the Schedule, which will form part of the Sum Insured.

The Sum Insured will not be reduced by the amount of any claim, provided that You accept any variation in the terms of the Policy and pay the additional premium that We may reasonably require.

## Goods in Transit: Exclusions

We shall not make any payment under this Section for loss Connected With or comprising any of the following:

1. Damage which is Connected With or comprises
  - a. defective or inadequate packing, insulation or labelling, delay, inadequate documentation, disappearance or unexplained inventory shortage
  - b. evaporation or ordinary leakage
  - c. vermin, insects, wear and tear, inherent vice, latent defect or gradual deterioration
  - d. pollution or contamination
  - e. an existing or hidden defect
  - f. loss of market, indirect or consequential loss
  - g. vibration, denting, scratching or bruising
  - h. mechanical or electrical breakdown, derangement, defect or failure.
2. Shortage in weight

3. Damage which is Connected With or comprises deterioration or variation in temperature unless Caused By fire, theft or overturning or collision of the carrying vehicle
4. Damage which is Connected With
  - a. Confiscation, requisition or destruction by order of government or public authority
  - b. Riot, civil commotion, strikes, lockouts or labour disturbances
5. Damage
  - a. occurring outside the Territorial Limits, or
  - b. not connected with the Business
6. Damage to
  - a. Jewellery, precious stones, watches, clocks, gold and silver articles, furs or curios
  - b. wines, spirits, perfumes and tobacco products
  - c. audio visual equipment
  - d. computer hardware and software
  - e. rare books
  - f. works of art
  - g. money, bullion or non ferrous metals
  - h. living creatures
  - i. explosives

unless such Property is specified in the Schedule as being insured by this Section and the Damage is not otherwise excluded.

7. Property in Transit for hire or reward
8. the Excess as stated in the Schedule

## Goods in Transit: Extensions

Subject to the terms of this Section, We shall also pay for loss occurring within the Territorial Limits during the Period of Insurance in the circumstances set out below.

### Additional Expenses

We shall pay for costs and expenses which You reasonably incur with Our prior written consent to:

1. transfer Property Insured to another vehicle or trailer or deliver it to its original destination or return it to its place of dispatch following collision or overturning of the conveying vehicle or trailer;
2. reload Property Insured to the conveying vehicle or trailer following accidental discharge; and/or
3. remove debris and clear the Premises following Damage to Property Insured

Our liability under this Extension will not exceed the higher of £5,000 any one claim or the amount stated in the Schedule.

### Clothing and Personal Effects

We shall pay for Damage to Clothing and Personal Effects Caused By an accident involving a Vehicle.

Our liability under this Extension will not exceed the higher of £500 any one claim or the amount stated in the Schedule.

**Property on Approval with Customers**

We shall pay for Damage to Property Insured while:

1. in Transit to or from Your customers' premises on approval; or
2. on approval at the customers premises anywhere within the Territorial Limits

We shall not pay for Damage to the Property Insured when in use.

Our liability under this Extension will not exceed £10,000 for any one claim.

**Property on Demonstration**

We shall pay for Damage to Property Insured whilst:

1. in Transit to or from the Premises for the purpose of demonstration; or
2. at the premises where the demonstration takes place within the Territorial Limits.

We shall not pay for Damage to Property Insured while being demonstrated.

Our liability under this Extension will not exceed £10,000 for any one claim.

**Substitution of Vehicles Specified on Schedule**

We shall pay for Damage to Property Insured Connected With the use of a substitute vehicle where a Vehicle individually specified in the Schedule is:

1. out of use for maintenance, repair or official vehicle testing; or
2. permanently substituted, provided that the substitution has occurred within the 21 days preceding the Damage.

**Tarpaulins, Sheets and Ropes**

We will pay for Damage to sheets, ropes, chains, tarpaulins, toggles or packing materials owned by You or for which You are responsible while carried on any Vehicle.

If the tarpaulins were not more than one year old at the time of Damage, We will replace them to a condition equivalent to, but not better than, their condition when new.

Our liability under this Extension will not exceed £500 for any one Claim.

**Tools**

We will pay for Damage to Tools in Transit.

Our liability under this Extension will not exceed the higher of £500 any one claim or the amount stated in the Schedule.

**Travellers' Samples**

We will pay for Damage to travellers' samples

1. in or on a Vehicle; or
2. whilst temporarily removed from a Vehicle and kept in a stockroom, hotel or private dwelling house provided that they remain in the custody or control of You or Your Employee, partner or director.

Our liability under this Extension will not exceed the higher of £2,500 any one claim or the amount as stated in the Schedule.



## Goods in Transit: Basis of Settlement

### Average

You will be considered as Your own insurer for the difference and bear a proportionate share of the loss if the Sum Insured for any item is insufficient by more than 15% on the date when the Damage occurs.

### Basis of Settlement

We shall pay for the Reinstatement of a Damaged item of Property Insured to a condition substantially the same as, but not better or more extensive than, its condition at the time when the Damage occurred.

If the market value of an item of Damaged Property at the time when the Damage occurred is less than the cost of Reinstatement, Our liability will not exceed the loss of market value Caused By the Damage.

## Goods in Transit: Conditions

The obligations listed below apply to the Goods in Transit Section and must be complied with throughout the Period of Insurance. They should be read in conjunction with Your Obligations and the General Conditions Sections of the Policy.

If You fail to comply in any respect, We shall not pay a claim which is Connected With Your non-compliance.

### Vehicle Safety

You must

1. secure loads properly and safely;
2. maintain all Vehicles in a roadworthy condition in accordance with current law;
3. ensure that all Vehicles are suitable for the purpose for which they are used; and
4. allow Us access to inspect Your Vehicles and/or Premises upon request.

### Vehicle Security and Protection

You must ensure that any security device fitted to the Vehicle is maintained in accordance with the instructions of the manufacturer and installer.

For any Unattended Vehicle You must ensure that:

1. all security alarms, locks and other security devices or protections are put into operation; and
2. at all times between 9pm and 6am, the Unattended Vehicle is:
  - a. garaged in a securely locked building of substantial nature; or
  - b. a compound which has secure walls and/or fences and securely locked gates.

In the event of a claim Connected With non-compliance with one or more of the requirements of this Condition, We agree to provide cover under this Section provided that You will bear 20% of the cost of each claim and subject to a minimum contribution by You of £500 for each claim, in addition to the Excess.

## Goods In Transit: Premium Adjustment

Your premium shall be calculated and adjusted as follows:

1. You shall pay a provisional premium based on the estimated value of the Property in Transit for the Period of Insurance.
2. Within one month of the expiry of the Period of Insurance You must declare to Us the actual value of the Property in Transit.
3. You will keep accurate records containing all particulars in relation to Your estimate and Your actual value of the Property in Transit.
4. At the end of each Period of Insurance We will calculate the actual premium by applying the rate to the average amount declared.
5. If the actual premium is more than the provisional premium paid You will pay the difference. If the actual premium is less than the provisional premium paid We will refund the difference. Any refund due to You will not exceed 25% of the actual premium.

## Marine Cargo

This Section is only operative if specified in the Schedule.

### Marine Cargo: Definitions

The following Definitions apply to this Section only. They should be read in conjunction with the General Definitions at the start of the Policy and any definitions in the applicable Institute Clauses.

#### Value

The value of the Goods in accordance with the Basis of Valuation stated in the Schedule

#### Conveyance

The method of transport for the Goods stated in the Schedule

#### Event

Any occurrence or series of occurrences directly or indirectly attributable to a single source or the same original repeated or continuing cause

#### Goods

The property stated in the Schedule excluding property shipped on or above deck unless

1. the goods are contained in fully enclosed metal containers, or
2. We have agreed in writing

#### Insured Peril

Those risks that are a direct cause of Damage to the Goods and for which insurance is provided

#### Insured/ You/ Your/ Policyholder (for the purposes of this Section only)

The person or entities named in the Schedule as Policyholder and any other entity to whom the benefit has been legally assigned

#### Location

Any one place, building or area in which Goods are held during the ordinary course of the Voyage or Transit

#### Voyage or Transit

The movement of the Goods for which insurance is provided, beginning and ending in accordance with the cover provided by this Section and whilst being loaded and unloaded.

## Marine Cargo: Cover

We will pay for Damage to Goods occurring during the ordinary course of a Voyage or Transit commencing during the Period of Insurance, unless otherwise excluded, according to the following clauses.

### 1. Institute Clauses (To view the Institute Clauses please click on the links below)

For goods not requiring temperature control

- [Institute Cargo Clauses \(A\) - 1.1.09 - CL.382](#)
- [Institute Cargo Clauses \(Air\) – 1.1.82 - CL.259](#)
- [Institute Strikes Clauses \(Cargo\) - 1.1.09 - CL.386](#)
- [Institute Strikes Clauses \(Air Cargo\) - 1.1.09 - CL.389](#)

For goods requiring temperature control:

- [Institute Frozen/Chilled Clauses \(A\) – 24 Hours Breakdown CL 423 01/03/2017](#)
- [Institute Frozen/Chilled Meat \(A\) - 07.03.17 – CL 425](#)
- [Institute Strikes Clauses \(Frozen/Chilled Food\) – 07.03.17 – CL 424](#)
- [Institute Strikes Clauses \(Frozen/Chilled Meat\) – 07.03.17 – CL 428](#)

Conditions applying to all goods:

- [Institute War Clauses \(Cargo\) - 1.1.09 - CL.385](#)
- [Institute War Clauses \(Air Cargo\) \(Excluding Sendings by Post\) - 1.1.09 - CL.388](#)
- [Institute War Clauses \(Sendings by Post\) - 1.3.09 - CL.390](#)
- [Institute Classification Clause - 1.1.01 - CL.354](#)
- [Institute Replacement Clause - 1.12.08 - CL.372](#)
- [Institute Radioactive Contamination Chemical Biological Bio-Chemical and Electromagnetic Weapons Exclusion Clause - 10.11.03 - CL.370](#)

### 2. LMA 5403 CYBER CLAUSE

- a. Subject only to paragraph c. below, in no case shall this insurance cover loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus, computer process or any other electronic system.
- b. Subject to the conditions, limitations and exclusions of the policy to which this clause attaches, the indemnity otherwise recoverable hereunder shall not be prejudiced by the use or operation of any computer, computer system, computer software programme, computer process or any other electronic system, if such use or operation is not as a means for inflicting harm.
- c. Where this clause is endorsed on policies covering risks of war, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power, or terrorism or any person acting from a political motive, paragraph 1 shall not operate to exclude losses (which would otherwise be covered) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile.

### 3. Cargo ISM clause

Applicable to shipments on board

1. Ro-Ro passenger ferries
2. all cargo ships including oil tankers, chemical tankers, gas carriers and cargo high speed craft of 500gt or more, and
3. to all passenger vessels transporting more than 12 passengers, and
4. mobile offshore drilling units of 500gt or more

In no case shall this Section cover loss, Damage or expense where the Goods are carried by a vessel that is not ISM code certified or whose owners or operators do not hold an ISM code document of compliance when at the time of loading of the Goods on board the vessel the insured were aware or in the ordinary course of business should have been aware:

1. either that such vessel was not certified in accordance with the ISM Code
2. or that a current Document of Compliance was not held by her owners or operators

as required under the SOLAS Convention 1974 as amended.

This clause shall not apply where this insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the Goods in good faith under a binding contract.

It is agreed that in the ordinary course of business You are not expected to be aware that any vessel is not certified in accordance with the ISM code or that the operators do not hold a document of compliance unless You are the charterers of such vessel.

#### **4. Cargo ISM Forwarding Charges Clause (only applicable to Cargo ISM clause 3 above)**

This Section is extended to reimburse You up to the Value of the Goods for any extra charges properly and reasonably incurred in unloading storing and forwarding the Goods to the destination to which it is insured hereunder following release of cargo from a vessel arrested or detained at or diverted to any other port or place (other than the intended port of destination) where the Voyage is terminated due either:-

1. to such vessel not being certified in accordance with the ISM code or
2. to a current Document of Compliance not being held by her owners or operators

as required under the SOLAS Convention 1974 as amended.

This clause which does not apply to general average or salvage or salvage charges is subject to all other terms Additional Conditions and Exclusions contained in this Section and to the Cargo ISM clause 3 above.

#### **5. Termination of Transit Clause (Terrorism) 2009 (JC2009/56)**

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith

1. Notwithstanding any provision to the contrary contained in the contract of insurance or the clauses referred to therein, it is agreed that in so far as the contract of insurance covers loss of or damage to the subject-matter insured caused by

any act of terrorism being an act of any person acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of any government whether or not legally constituted or

any person acting from a political, ideological or religious motive,

such cover is conditional upon the subject-matter insured being in the ordinary course of Transit and, in any event, shall terminate:

either

- a. as per the Transit clauses contained within the contract of insurance,
- or
- b. on completion of unloading from the carrying vehicle or other conveyance in or at the final warehouse or place of storage at the destination named in the contract of insurance,
- c. on completion of unloading from the carrying vehicle or other conveyance in or at any other warehouse or place of storage, whether prior to or at the destination named in the contract of insurance, which the Insured or their employees elect to use either for storage other than in the ordinary course of Transit or for allocation or distribution, or
- d. when the Insured or their employees elect to use any carrying vehicle or other conveyance or any container for storage other than in the ordinary course of Transit,

or

- e. in respect of marine transits, on the expiry of 60 days after completion of discharge overside of the subject-matter insured from the oversea vessel at the final port of discharge,
- f. in respect of air transits, on the expiry of 30 days after unloading the subject-matter insured from the aircraft at the final place of discharge,

whichever shall occur first.

- 2. If the contract of insurance or the clauses referred to therein specifically provide cover for inland or other further transits following on from storage, or termination as provided for above, cover will re-attach, and continues during the ordinary course of that transit terminating again in accordance with clause 1.

#### 6. Process Exclusion Clause (JC2019/005)

Subject always to the other terms and conditions of the Policy, this insurance excludes physical loss or damage to the subject matter insured whilst the subject matter insured is being processed manufactured tested or otherwise worked upon.

Notwithstanding the above, whilst the subject matter insured is being processed manufactured tested or otherwise worked upon, this insurance covers physical loss or damage to the subject matter insured proximately caused by the peril(s) of fire lightning explosion aircraft flood windstorm earthquake or theft, subject always to the limits and retentions elsewhere in the Policy.

#### 7. Limit of Liability

The limit of Our liability for any claim under this Section for any one Conveyance will not exceed the Limit stated in the Schedule.

## Marine Cargo: Additional Conditions

The following additional conditions apply to this Section

#### Basis of Premium

The following premium calculation methods apply when stated in the Schedule

##### 1. Declaration

You are required to provide details of all shipments for the declaration period stated in the Schedule, within 30 days of the expiry of such period

If You do not provide this information We may at Our option

- a) cancel the insurance from the date of the last shipment for which details have been received
- b) make an assessment of outstanding premium due based on the best information available to Us of the individual shipments You should have declared

Any premium due to Us based upon an assessment is to be paid by You within 14 days of giving the notice of assessment

You will not be prejudiced by an unintentional omission, error, incorrect valuation or description of the Goods, Conveyance or Voyage on declaration to Us of an individual shipment, provided You give Us notice within 14 days of its discovery

## 2. Deposit Premium

You pay a sum fixed at the commencement of any Conveyance or Voyage based upon estimated shipments. If the deposit premium is stated as being a minimum premium this represents the lowest sum acceptable to Us for the insurance provided

If the insurance is cancelled or concludes prior to the natural expiry, We shall be entitled to retain the minimum premium stated in the Schedule

You agree to provide a declaration of all actual shipments made within 30 days of the expiry of the Period of Insurance

If You do not provide a declaration, We may at Our option make an assessment of outstanding premium due based on the best information available to Us of the shipments that have been made.

Any premium due to Us based upon an assessment is to be paid by You within 14 days of giving the notice of assessment

## 3. Flat Premium

You pay a fixed amount based on the original declared Value or as may be agreed by Us

## Certificates

When We provide certificates and authorise their issue it is a condition of this Policy that You

1. will only issue certificates for shipments which are covered by this Section
2. do not amend the conditions that are pre-printed on the certificate or exceed the Limits stated in the Schedule
3. will ensure each certificate is properly countersigned by an authorised person
4. will provide Us with a copy of each completed certificate in accordance with the basis of premium and return to Us any spoilt copies
5. will never complete a certificate after discovering Damage has occurred without Our prior written approval
6. will keep safe the stock of certificate or electronic version and either return or destroy them immediately upon Our request

Certificates may be issued using an electronic system with Our agreement

## Institute Clauses

The Institute Clauses referred to are those current at the inception of this insurance and should the Clauses be revised during the Period of Insurance and provided We give 30 days written notice thereof, then the revised Institute Clauses shall apply to Goods first sent forward after the date of expiry of the notice

## Own Vehicle Security

Between 6 a.m. and 9 p.m. on each working day:

We shall not pay for Damage to Goods by malicious persons, theft or attempted theft whilst the Goods are on or contained in any Unattended Vehicle unless

1. all doors and openings are locked and the ignition and any other security keys are removed, and
2. windows and other means of access adequately and properly secured, and
3. any audible alarm and or immobiliser is set in operation, and
4. whenever possible, the Goods are kept in the boot or secure compartment of the Unattended Vehicle or where no boot or secure compartment exist the Goods must be covered over and hidden from view

Between 9 p.m. and 6 a.m. daily and on non-working days:

We will not pay for Damage to Goods by malicious persons, theft or attempted theft whilst the Goods are on or contained in any Unattended Vehicle unless each of conditions 1-4 above are complied with and the Unattended Vehicle is

1. garaged in a fully enclosed and securely locked building, or
2. in a secure vehicle park which provides 24 hour human surveillance and perimeter gates and other entrances locked, or
3. in a public car park while under surveillance by the driver or other responsible person authorised by You or
4. the Goods are removed to a secure premises and the Damage has followed forcible or violent entry to or exit from those premises.

#### Used or Second Hand Goods

In the event of Damage to any part of the Goods, We shall not pay more than the proportion of the cost of replacement of the parts Damaged as the Value bears to the value of the new goods.

We shall pay additional charges for forwarding and refitting the new part or parts

We shall not pay for Damage of scratching chipping bruising, denting marring of surfaces or the cost of repainting arising from wear and tear

### Marine Cargo Section Exclusions

The following Exclusions apply to this Section in addition to the General Exclusions and the Exclusions stated in the applicable Institute Clauses.

#### General

Unless stated otherwise in the Schedule We will not pay You for

1. Damage caused by
  - a. inherent vice, latent defect, gradual deterioration, wear and tear, frost, faulty or defective design or materials
  - b. electrical or mechanical derangement unless caused by an accident to the carrying conveyance.
  - c. corrosion, rust, wet or dry shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin or insects
2. Damage due to
  - a. insufficient or faulty packing, loading, stowing, wrongful addressing, labelling or delivery
  - b. delay or loss of market or other subsequent or inevitable loss of any kind
3. Damage to plants and flowers, livestock, negotiable instruments, bullion, Money, jewellery, watches, precious stones, precious metals, furs, antiques, works of art, rare books, tobacco, cigarettes, cigars, household goods, personal effects, bulk oil, coal, caravans, explosive goods, yachts, watercraft, military equipment, weapons and ammunition

#### Excess

We shall not pay the Excess stated in the Schedule for each and every claim

#### Excluded Territories

In no case shall this Section cover any Transits to from within or between:

1. Iran, North Korea, Syria, North Sudan, Cuba, Crimea.
2. Afghanistan, Angola, Armenia, Azerbaijan, Democratic Republic of Congo, East Timor, Eritrea, Georgia, Ivory Coast, Iraq, Kazakhstan, Kyrgyzstan, Lebanon, Liberia, Moldova, Myanmar, Nigeria, Russia, Rwanda, Sierra Leone, Somalia, South Sudan, Sudan, Tajikistan, Turkmenistan, Ukraine, Uzbekistan, Republic of Yemen, Venezuela or Zimbabwe, unless otherwise agreed in writing by Us.
3. other countries where legislation or sanctions prohibit the placing of insurance.



### Insolvency of Ship Owners

It is hereby agreed that the Institute Clauses exclusion “loss damage or expenses caused by insolvency or financial default of the owners managers charterers or operators ...” is amended to read as follows

“In no case shall this insurance cover loss Damage or expense arising from insolvency or financial default of the owners managers charterers or operators of the vessel or aircraft where You are unable to show that prior to the loading of the Goods on board the vessel or aircraft all reasonable practicable and prudent measures were taken by You or Your servants and agents to establish the financial solvency of the party in default”

### Marine Cargo Extensions

The following Extensions shall apply, subject to all other terms Conditions limits and Exclusions of this Policy. Where no Limit or maximum liability is stated in the Extensions, the Section Limit of Liability applies

#### Additional Discharge Expenses

If Damage occurs to the Goods giving rise to a claim under this Section, We shall pay additional expenses necessarily and reasonably incurred in discharging, handling, storing, unloading or transporting sound and or Damaged Goods, and to reload and forward the Goods to the destination by any means whatsoever.

We will be credited with the recovery where such charges are recoverable either in general average or from third party carriers.

#### Brands

In circumstances where the Damaged Goods bear Your name or brand or trademark You can decide

1. that the Goods are unfit for marketing or other disposal, in which case We shall pay the Value upon destruction or
2. to return the Damaged Goods to the factory, in which case We will pay all reasonable costs associated with returning the Goods to a saleable condition but limited to the Value or
3. to sell the Goods after removal of the name or brand or trademark in which case We will pay the Value plus reasonable costs, less the proceeds of sale

#### Buyer's Interest

We will pay for Damage to the Goods that would otherwise be recoverable under this Section if the seller fails to arrange insurance in accordance with the contractual obligations or the terms of any insurance so arranged are more restrictive than the insurance and Value provided by this Section

We will regard the insurance as attaching at the commencement of Transit but will only be responsible for settling claims provided there is Damage to the Goods and You

1. have suffered a pecuniary loss
2. have taken all reasonable steps to invoke the contract of sale and the obligations under it
3. have attempted to recover the loss from the seller or the seller's insurers
4. have not divulged the existence of this insurance to the seller or to the sellers' insurers
5. subrogate to Us all rights and benefits against carriers and other third parties

#### Concealed Damage

It is agreed that We shall pay for any Damage discovered on opening containers, cases and or packages as the Damage shall be deemed to have occurred during the Voyage, irrespective of attachment of Your interest, unless conclusive proof to the contrary is established.

We shall not pay unless

1. containers, cases and or packages showing signs of Damage are opened immediately on the termination of the Voyage, and
2. the time between delivery of the Goods to the receiver and the notification of the Damage to Us is less than 60 days

### Delays Beyond Your Control

If the Goods become uninsured by reason of a delay that terminates cover under the Transit Clause of the Institute Cargo Clauses and such delay is beyond Your control, We agree to provide insurance at a rate and on Conditions to be arranged provided notice is given to Us within 14 days of Your realisation of the delay.

### Deliberate Action by Governmental Authorities

We shall pay for Damage to the Goods Caused By Governmental authorities

1. acting to prevent or mitigate a pollution hazard or threat thereof, provided that the incident creating the situation which required such action was the result of a peril insured under this Section.
2. during a conflagration or for the purpose of retarding the same.
3. undertaking inspection duties for Customs and/or Immigration purposes.
4. acting to prevent or mitigate an actual or suspected terrorist attack or threat thereof.

### Duty

Provided the value of duty has been added to the Value and declared to Us, should there be Damage to the Goods that is recoverable under this Section, We shall pay any excise duty that You are unable to recover and for duty relating to general average, salvage and salvage charges arising prior to the duty becoming payable.

In calculating the claim for duty, We will benefit from any rebate or refund of duty that may become allowable.

### Exhibitions and Demonstrations

If stated in the Schedule, We shall pay for Damage to the Goods happening in Transit to and from an Exhibition or Demonstration site and while at the site, including during the period of packing and unpacking, assembly and dismantling.

We will also insure display materials, stands, fixtures, fittings and equipment but excluding High Tech Equipment unless specifically stated in the Schedule

We shall not pay any claim under this extension unless the Goods are re-packed after the exhibition to the same standard as applied to the original Transit, and such re-packing is to be supervised by a responsible official of Yours or Your appointed agent.

We shall pay for fees and expenses when the Goods suffer Damage in Transit to the exhibition or demonstration site up to £25,000, provided that

1. such Damage is recoverable under this Section and
2. as a consequence of the Damage, attendance at the Exhibition or Demonstration site is cancelled

We shall not pay for Damage directly arising from

1. the use testing or demonstration of the Goods or
2. from theft or attempted theft or pilferage unless following violent and or forcible entry into or exit from the exhibition or demonstration building

For the purposes of this Extension the following definition shall apply

### High Tech Equipment

1. Laptops, palm-tops, ipads, tablets and similar portable computer equipment
2. Mobile telephones, smartphones, electronic organisers, digital cameras and or other electronic devices which are designed for the recording, storage, management, processing, use, display, playing, transmission or communication of information and or data and or images and or sound
3. Satellite navigation equipment
4. Electronic games consoles
5. Televisions

**Fumigation Expenses**

We shall pay for fumigation expenses incurred by You to minimise or avoid Damage recoverable under this Section. We shall also pay for Damage arising from fumigation provided that such fumigation is not customary.

**General Average and Salvage**

For the purpose of claims for general average contributions and salvage charges recoverable under this Section, the Goods shall be deemed to be insured for their full contributory value

**Letter of Credit**

It is agreed that Certificates may be issued hereunder to enable You to comply with the insurance requirements of any Letter of Credit and or sales contract concerned, such agreement being conditional on the payment of any additional premium which may be required in the event that the insurance required is wider than that provided by the Section

**Loading and Unloading Clause**

We will cover the period during loading and unloading of the Goods onto or from the Conveyance.

**Non-Delivery Losses**

If a claim for the non-delivery of the Goods happens, We agree to make settlement as if the Goods had been lost,

1. if You have taken all reasonable steps to locate the Goods, and
2. if the Goods have not been located after the expiration of
  - a. 60 days counting the date of arrival of the overseas vessel at the port of discharge, or
  - b. 30 days counting from the date of arrival of the aircraft at the airport of discharge, or
  - c. 60 days counting from the date that the Goods should have arrived at final destination via land Conveyance as applicable

**Packing**

If a claim is made for Damage which is alleged to be contributed to by insufficiency or unsuitability of packing or preparation of the Goods, We agree that We will not use such alleged insufficiency or unsuitability as a defence against the claim in any case where the packing or preparation was carried out by a party other than You and the insufficiency or unsuitability arose entirely without Your knowledge.

For the purpose of this Extension packing includes stowage in a container and or other similar intermodal methods of unit load. You agree to assist Us in all respects to pursue the rights of recovery against sellers and or other responsible third parties.

We agree not to interfere with rights of subrogation against packers and or their insurers.

**Packing Costs**

We shall pay the reasonable costs of re-packing, re-bailing, re-bagging, re-cartoning and or re-palletising where the Goods or packing has sustained Damage by an Insured Peril and where such re-packing is considered necessary to safeguard the Goods during any further Voyage covered by this Section.

**Packers Premises**

We will insure the Goods for a period of up to 30 days whilst at the premises of packers and consolidators for the purposes of packing or consolidation.

We agree that such packing will not interrupt the ordinary course of Transit provided the Goods are suitably packed for Transit to the place of packing in accordance with Institute Cargo Clauses.

We will not be liable for any Damage to the Goods arising from the process of packing.

### Postal Sendings

For postal sendings, the insurance commences from the time of leaving the office of the sender or senders, until safely delivered to the person or parties to whom they are addressed at their final destination.

### Presentation Packing

We will pay the reasonable costs of repair or the reasonable costs of replacement of any presentation packing of the Goods if Damage happens during the Voyage, provided that the presentation packing is itself protected to withstand the normal rigours of the Voyage.

### Removal of Debris

We agree to pay the costs and expenses reasonably incurred in connection with

1. removal of debris and or destruction of Damaged Goods
2. dismantling and or demolishing the Damaged Goods
3. shoring up and or propping
4. the transfer of the Goods from one Conveyance to another

following an accident to the original Conveyance where there has been Damage to the Goods, or there would have been but for the action taken to prevent Damage to the Goods and which is recoverable under this Section

We will not pay

1. any expense incurred in consequence of or to prevent or mitigate Pollution or any threat or liability thereof
2. the cost of removal of the Goods from any vessel or craft
3. costs incurred in respect of obligations under pollution statutes or the actions of Governmental or other executive body

The maximum We will pay is £10,000 or 20 % of the Value of the Goods stated in the Schedule, whichever is the greater, any one loss

### Replacement by Air

The Institute Replacement Clause is extended to cover the costs of air freighting replacement of Damaged Goods to or from suppliers, customers or repairers even though the Goods were not originally dispatched by air freight. The maximum We will pay is £10,000 or 10 % of the Value of the Goods stated in the Schedule, whichever is the greater, any one loss.

### Returned Goods

If the Goods are insured for their outward Voyage and are unexpectedly returned to You, We will consider insurance to be continuous provided that

1. such return commences within 30 days from the time of delivery, and
2. the Goods remain unused and not subject to any process, and
3. the Goods have remained Your property or the insurable interest has reverted to You

The insurance provided will be in accordance with this Section but excludes rust, oxidation and or discolouration or electrical and mechanical derangement unless caused by an Insured Peril covered by this Section during the Voyage.

### Ropes and Sheets

We will pay for Damage to tarpaulins, sheets, trailer curtains, ropes, chains, webbing, straps and packing materials belonging to You

But excluding

1. wear and tear and or gradual deterioration whilst on any vehicle owned or operated by You in connection with Your Business
2. The first £50 of each and every loss

### Second-Hand Machinery

When insured for new replacement cost at the time of shipment, Our conditions and rates for new machinery will apply but subject to the Obsolete Parts condition below and an exclusion of wear and tear and or gradual deterioration

#### Obsolete Parts condition

When a claim happens under this Section and necessitates the manufacture of any new parts or accessories, Our liability in respect of such part or accessories shall be limited to the manufacturer's latest available list price of identical parts or accessories of the year of manufacture of the machine, plus a reasonable uplift to cover inflation between the date of issue of the latest available list price and the date of shipment.

When insured for second-hand value at the time of shipment, Our conditions and rates for new machinery will apply but subject to Second-Hand Replacement condition below

#### Second-Hand Replacement condition

When Damage occurs to any part or parts of an insured machine caused by an Insured Peril covered by this Section, We will not pay more than the cost of replacement or repair of such part or parts, plus charges for forwarding and refitting, if incurred. This shall exclude duty unless the full duty is included in the amount insured, in which case if any loss is sustained by payment of the duty shall also be recoverable

Provided always that Our liability will not exceed the insured value of the complete machine

When a claim happens under this Extension, We shall only pay such proportion of the claim as the insured value bears to the cost of the machine when new

### Segregation

We will pay for necessary and reasonable costs incurred by You to sort and segregate and or test Damaged and undamaged Goods following a loss recoverable under this Section, and include the cost of transporting the Goods to or from the test facility and the cost of repacking and shipment to destination after completion.

The maximum We will pay is £10,000 for any one loss.

### Shortage From Containers

In respect of shipments in full containers, provided documentary evidence is produced to substantiate the quantity loaded into the container, the fact that the container's seal is intact at the unloading point shall not invalidate claims for theft or attempted theft or pilferage or shortage and non-delivery.

### Seller's Interest Clause

We agree to cover Your interest as the seller of the Goods when the terms of sale do not place responsibility upon You for insurance, up to arrival at the intended port of discharge

This clause will apply if

1. title reverts to You by reason of the buyer failing to accept or being prevented from accepting the Goods, take up the documents of title, or pay for the Goods as contracted and invoiced, or
2. You exercise a lien on the Goods, interrupt the Transit or suspend the contract of sale in order to safeguard Your interest.

This clause will remain operative until

1. the Goods are accepted by the buyer, or
2. the Goods are sold to an alternative buyer, or
3. the Goods are returned to You, or
4. termination in accordance with Institute Cargo Clauses, unless We receive an advice of a contingency likely to cause this clause to become operative, in which case insurance will continue for up to 90 days from the date of arrival of the overseas vessel or aircraft at the port of discharge

whichever is the first to occur.

**Provided that You**

1. notify Us immediately of any circumstance that may give rise to the operation of this clause, and
2. take all reasonable steps to protect the Goods, to enforce the contract of sale, to expedite an alternative sale, or to arrange the return of the Goods, and
3. do not disclose the existence of this insurance to any buyer or interested party,
4. pay an initial premium as stated on the Schedule and upon the mentioned contingencies pay an appropriate additional premium to be agreed, and
5. subrogate to Us all rights and benefits of any action that You may possess or acquire against the buyer or the buyer's insurers, carriers and other third parties

**Tools and Samples**

If a limit is stated in the Schedule, We shall pay You in the event of Damage to Your tools of trade, representatives or sales samples used in Your Business while in a Conveyance owned and operated by You and whilst such a vehicle is in use for the purpose of Your Business.

We shall not pay for loss Damage or expense

1. arising out of use, wear and tear and natural deterioration
2. rust, oxidation and discolouration
3. caused by trial test or operation or any process involving their use
4. caused by theft of laptops and or mobile phones and or mobile communications equipment

This cover is subject to all other terms and Conditions of the Policy including the Own Vehicle's Security Condition

The Basis of Valuation shall be current market value

**Trademark Cartons**

We will pay You for Damage to trademarked cartons by an Insured Peril covered by this Section but claims will be limited to an amount sufficient to pay the cost of new cartons, including forwarding charges of the new cartons and charges for re-packing.

The maximum We shall pay is limited to the Value of the Goods

**Unauthorised Occupants Clause**

We will pay for Damage to the Goods as a consequence of a container or vehicle being occupied by a person(s) seeking free passage, escape from or entry to a country.

Where a consignee has reasonable grounds for not accepting the Goods, it is agreed that this Section will pay up to the Limit on the Goods Insured within the affected container or vehicle, regardless of whether actual Damage to the Goods has occurred.

**Marine Cargo: Claims Conditions****Claims – Amount Payable**

The amount payable in the Event of Damage to Goods will be as follows

**1. Total Loss**

We will pay the Value of the Goods if

- a. they are totally lost or destroyed
- b. the cost of recovering and or repairing Goods exceeds the Value of the Goods (ie constructive total loss)
- c. You are deprived of the free use and disposal of the Goods for a period of 12 consecutive months commencing during the Period of Insurance or such earlier period as We agree except in cases of malicious persons and or theft or attempted theft when the period will be as per non-delivery losses

## 2. Partial Loss

If partial Damage happens We will pay

- a. where part of the Goods are totally lost such proportion of the Value stated in the Schedule as the sound value of that part lost bears to the sound value of the whole
- b. at Our option either
  - i. where the whole or any part of the Goods has been delivered Damaged at their destination, such proportion of the Value as the difference between the gross sound and Damaged values at the place of arrival bears to the gross sound value, or
  - ii. the reasonable cost of recovering the Goods and the reasonable cost of effecting repair

## Claims Procedure

You and Your agents will take such measures as may be reasonable for the purposes of averting or minimising Damage and to ensure that all rights against the carriers, bailees and other third parties are properly preserved and exercised.

You and Your agents are required

1. to claim on the carriers or port authorities or other bailees for any missing packages immediately upon becoming aware of Damage
2. not to give clean receipts where the Goods are in doubtful condition except under written protest
3. when delivery is made by container, to ensure that the container and its seals are examined immediately by a responsible official of Yours. If the container is delivered Damaged or with seals broken or missing or with seals other than as stated in the shipping document, You or Your agents will endorse the delivery receipt accordingly and retain all defective or irregular seals for subsequent identification
4. to immediately request a survey be completed by the carrier or other bailees representatives if any Damage is apparent and claim against the carriers or other bailees for any actual Damage found at such survey
5. to give notice in writing to the carriers or other bailees within 3 days of delivery if the Damage is not apparent at the time of taking delivery

### Note:

You and Your agents are recommended to make yourselves familiar with the Regulations of the Port Authority at the Port of Discharge and the conditions of trade used by the carriers and other relevant bailees

## Documentation of Claims

You or Your agents must submit all available supporting documentation without delay to Us including when applicable

1. the original certificate of insurance if issued
2. the original or copy shipping invoices together with shipping specifications and or weight notes
3. the original bill of lading and or other contract of carriage
4. a survey report or other documentary evidence to show the extent of Damage
5. a landing account and weight notes to final destination
6. all correspondence exchanged with the carriers and other parties regarding their liability for the Damage
7. all receipts issued during Transit particularly those evidencing shortage or Damage

## Legal Proceedings

1. We will have the right at Our expense to commence or take over and conduct
  - a. the defence of any claim arising out of an Event which might give rise to a claim under this Section
  - b. any claim brought in Your name to recover sums which are or which might be payable under this Section

- c. Your representation at any inquest enquiry or similar proceeding which might give rise to a claim under this Section
2. You will give Us such assistance as We may reasonably request for the purposes of exercising Our rights under this Section
3. You must pass on to Us all communications from third parties relating to any matter which might give rise to a claim under this Section immediately and unanswered
4. You must not without Our prior written consent
  - a. admit liability
  - b. agree to accept an offer of settlement from a third party which might be the subject of a claim under this Section

#### Notice

The entity claiming benefit under this Section must -

1. notify Us immediately of any Event which might give rise to a claim under this Section
2. hold liable any responsible carrier, bailee or other third party in accordance with their particular terms of trade
3. provide Us with a written report of the Event as soon as possible
4. notify the Police as soon as possible of any malicious damage theft or attempted theft or other crime involving the Goods

#### Repair

We will have the right to decide whether the Damaged Goods are to be repaired



## Liability

This Section is only operative if specified in the Schedule.

### Liability: Definitions

#### Costs and Expenses

The costs and expenses You are legally liable to pay to a claimant in connection with a claim made against You which is insured by this Section.

The necessary and reasonable costs and expenses incurred with Our prior written consent to investigate, adjust, defend or settle a claim made against You which is insured by this Section.

The necessary and reasonable costs and expenses incurred with Our prior written consent for representation in proceedings:

1. before a court of summary jurisdiction where it is alleged that You have committed a breach of statutory duty causing Injury;
2. where it is alleged that You have committed an offence under the Health and Safety at Work Act 1974 or similar legislation relating to the health, safety or welfare of Employees;
3. where it is alleged that You have committed an offence under Part II of the Consumer Protection Act 1987 or regulations made under the Act;
4. where it is alleged that You have committed an offence under Part II of the Food Safety Act 1990;
5. where it is alleged that You have committed an offence under the Corporate Manslaughter and Corporate Homicide Act 2007 or similar legislation; or
6. before a Coroner's Court or Fatal Accident Inquiry in respect of a death.

Subject to the Costs and Expenses Conditions.

#### Offshore

Activity of any nature taking place between the moment of embarkation onto a conveyance at the point of departure from land until the moment of disembarkation from such conveyance at the point of return to land.

#### Products Supplied

Any product or thing including packaging containers instructions and labels sold, supplied, erected, repaired, altered, treated, installed, tested, serviced or delivered by or through You in the course of the Business.

### Liability: Extensions

The following extensions apply to the Employers' Liability, Public Liability and Product Liability cover.

#### Court Attendance

If We require any of the following people to attend court as a witness Connected With a claim which is insured by this Section, We shall pay for each day on which attendance is required:

1. Your directors or partners: £250
2. Your Employees: £100

#### Cross Liabilities

If the Policy is issued in joint names of more than one party, We shall pay each party as if a separate policy had been issued to each of them provided that Our total liability will not exceed the Limit of Liability under this Section.

## Cyber

The General Exclusion for Cyber will not exclude cover under this Section for Injury.

### Indemnity to Others

Where You would have been entitled to indemnity under this Section if the claim had been made against You, We shall also indemnify the following additional persons:

1. Your personal representatives in the event of Your death; and
2. at Your request:
  - a. Your directors, partners or Employees;
  - b. an officer committee or member of Your canteen, social, sports, educational or welfare organisations and fire, security, first aid, medical or ambulance services in their capacity as such;
  - c. Your directors or senior officials for private work undertaken by an Employee for their benefit;

Provided that:

1. each person listed above must observe the terms of this Policy as though they were You;
2. We shall retain sole conduct and control of any claim;
3. Our total liability under this Extension will not exceed the Limit of Liability.

### Indemnity to Principal

Notwithstanding the Contractual Liability Exclusion if applicable, under the Employers' Liability and Public Liability Sub-Sections We shall also indemnify a Principal for whom You carry out work in the course of Your Business for liability Caused By Your performance of the work but not:

1. for loss or damage to Property which You are required to insure in joint names under the terms of a contract;
2. for liquidated damages or any penalty clause;
3. under the Employers Liability sub-section unless the person is an Employee of Yours;
4. for loss or damage against which You are required to effect insurance under the terms of the Joint Contracts Tribunal Standard of Building Contract 1963 Edition Clause 19 (2) (a) 1980 Edition Clause 21.2.1 or any subsequent amendments thereof or any form of contract requiring a similar indemnity; Where indemnity is granted to any Principal We will treat each Principal and You as though a separate Policy had been issued to each of them provided that the total amount of indemnity payable to all parties shall not exceed the Limit of Indemnity of any sub-section of this Section.

Provided that:

1. the Principal must observe the terms of this Policy as though they were You;
2. We shall retain sole conduct and control of any claim;
3. Our total liability under this Section will not exceed the Limit of Liability.

For the purpose of the extension Principal means the other party to a contract or agreement for whom You are undertaking work or service or providing a Product Supplied where such party is responsible for setting out the terms of the contract or agreement.

## Liability: Conditions

The following conditions apply to the Employers' Liability, Public Liability and Product Liability cover.

### Costs and Expenses

We shall pay Costs and Expenses provided that:

1. the alleged offence giving rise to the proceedings occurred in the course of Business during the Period of Insurance and within the Territorial Limits;
2. the proceedings are brought within the Territorial Limits;
3. the injury or death or offence has caused a civil claim to be made against You which is insured by this Section, or may cause a Claim to be made against You in the future.

Our liability for all such Costs and Expenses payable in any one Period of Insurance will not exceed:

1. In relation to proceedings relating to any alleged offence under the Corporate Manslaughter and Corporate Homicide Act 2007 or similar legislation, the lesser of £1,000,000 (which will form part of the Limit of Indemnity) or the Limit of Indemnity; or
2. In relation to proceedings relating to all other offences, the lesser of £5,000,000, (which will form part of the Limit of Indemnity) or the Limit of Indemnity.

We shall not pay for the Costs and Expenses of:

3. proceedings Connected With the deliberate act or omission of You or an Employee;
4. proceedings relating to improvement or prohibition notices, remedial or publicity orders or steps required to be taken by such orders; or
5. public inquiry.

We shall not pay for costs which You are ordered to pay to a prosecution authority.

### Premium Adjustment

If Your premium is based on estimates that You have provided for wage roll, payments to Bona Fide Sub-Contractors and or turnover, You agree that:

1. Your estimates will be based upon reasonable and objective grounds according to established commercial standards;
2. You will keep accurate records containing all particulars in relation to Your estimates and Your actual wage roll, payments to Bona Fide Sub-Contractors and turnover;
3. You will declare Your actual wage roll, payments to Bona Fide Sub-Contractors and turnover to Us within six months of the start of the Period of Insurance;
4. You will upon Our request provide to Us within 7 days:
  - a. Your records in relation to Your estimates and/or Your actual wage roll, payments to Bona Fide Sub-Contractors and turnover;
  - b. updated estimates for the subsequent Period of Insurance; and/or
  - c. a declaration of any information as We may require to adjust Your premium.

If Your actual wage roll, payments to Bona Fide Sub-Contractors or turnover exceed the estimates, You will pay any additional premium that we might reasonably require.

### **Bona Fide Sub-Contractors**

We will not pay for loss Connected With the performance of works by a sub-contractor unless, before any works are carried out:

1. You take reasonable steps to satisfy yourself that the sub-contractor is suitably qualified and experienced in the work to be carried out;
2. You obtain written evidence that the sub-contractor has a Public Liability and Employers' Liability insurance policy with an indemnity limit sufficient for all work to be undertaken and containing an indemnity to principal clause;
3. You obtain the name of the insurer and the number of the policy; and

You confirm that the sub-contractor takes steps to comply with any Hot Works provisions in the policy.

## **Employers' Liability**

### **Employers' Liability: Coverages**

We shall pay for all sums which You are legally liable to pay as damages and Costs and Expenses for accidental Injury sustained by an Employee provided that the Injury:

1. occurs during the Period of Insurance;
2. arises out of and in the course of their employment by You in connection with the Business; and occurs:
  - a. within the Territorial Limits;
  - b. elsewhere in the world for temporary visits by Employees normally resident within the Territorial Limits.

The maximum We shall pay, including Costs and Expenses, for any claim or series of claims (regardless of the number of claimants) Connected With one occurrence is the Limit of Indemnity.

### **Asbestos, Radiation, Silica, Terrorism**

Notwithstanding the General Exclusions for Asbestos, Radiation, Silica and Terrorism, this Section will cover Injury Caused By Asbestos, Radiation, Silica or Terrorism.

The maximum We shall pay, including Costs and Expenses, for any claim or series of claims (regardless of the number of claimants) Connected With one occurrence is £5,000,000.

### **Injury to Working Partners**

We shall treat as an Employee any working partner or proprietor of the Business who suffers Injury Caused By the negligence of another working partner, proprietor or Employee while both are working in the course of the Business.

### **Unsatisfied Court Judgments**

If an Employee or their personal representative obtains a court judgment against a third party for damages for Injury, and that judgment remains unpaid for six months, We shall at Your request pay to the Employee or their personal representative the amount of unpaid damages and awarded costs.

Provided that:

1. the Injury occurred during the Period of Insurance and arose out of and in the course of the Employee's employment by You in the course of the Business;

2. the judgment was given within the Territorial Limits against a third party operating from within the Territorial Limits;
3. there is no appeal outstanding; and
4. the Employee or personal representative assigns to Us the right of action to claim damages and costs from the third party.

## **Employers' Liability: Exclusions**

Save as necessary to comply with the minimum requirements of the law within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands relating to the compulsory insurance of Your liability to Employees, We shall not pay for liability Connected With or comprising any of the following:

### **Motor Liability**

Injury to an Employee which is Caused By Your use of a vehicle on a road while the Employee is:  
being carried in or upon a vehicle; or  
entering or getting on to, or alighting from, a vehicle.

### **Offshore Work**

Work undertaken or operations located Offshore.

### **Overseas Actions**

Any action or recovery brought or commenced outside the Territorial Limits.

### **Statutory Liabilities**

Any amount payable under Workmen's Compensation Social Security or Health Insurance legislation.

## **Employers' Liability: Conditions**

### **Cancellation**

Following cancellation of the Policy, any certificates of Employers' Liability insurance will also be cancelled from the date on which cancellation of the Policy becomes effective. You must not display copies of the certificates at the Premises or provide them to any person.

### **Right of Recovery**

This section is deemed to comply with the law relating to the compulsory insurance of Your liability to Employees in Great Britain, Northern Ireland, the Channel Islands and the Isle of Man. You must repay to Us all sums paid by Us that We would not have been liable to pay but for the provisions of such law.

## Public Liability

### Public Liability: Coverages

We shall pay for all sums which You are legally liable to pay as damages and Costs and Expenses for accidental:

1. Injury;
2. Damage to Property; and/or
3. nuisance, trespass, obstruction, loss of amenities or interference with right of way light air or water if also involving Injury or Damage to Property

occurring during the Period of Insurance in connection with the Business; and arises from work being undertaken:

1. within the Territorial Limits;
2. within the European Union for temporary visits by any person normally resident within the Territorial Limits; or
3. elsewhere in the world for temporary visits to undertake non-manual work by any person normally resident within the Territorial Limits.

The maximum We shall pay for any claim or series of claims (regardless of the number of claimants) Connected With one source or original cause is the Indemnity Limit.

We shall pay Costs and Expenses in addition to the Indemnity Limit except for any claim brought in the United States of America or Canada, where the Indemnity Limit will include Costs and Expenses.

### Contingent Motor

We shall pay for all sums which You are legally liable to pay as damages for accidental Injury or Damage to Property Caused By a motor vehicle that You do not own, provide, loan, lease, hire or rent being used in the course of the Business within the Territorial Limits.

We shall not pay for loss which is Connected With:

1. Damage to the vehicle or Property carried in or on it;
2. an accident involving a driver using the vehicle with Your general consent who, to Your knowledge, does not hold a license to drive the vehicle; or
3. liability which is covered by another insurance policy.

### Data Protection

We shall pay for all sums which You are legally liable to pay to a private person as damages in proceedings brought against You for alleged breach of:

1. Sections 168 and 169 of the Data Protection Act 2018; or
2. Article 82 of Regulation (EU) 2016/679 (General Data Protection Regulation)

occurring in the course of the Business during the Period of Insurance provided that You have registered or applied to register with the Information Commissioner's Office and the application has not been refused or withdrawn.

The maximum We shall pay, including Costs and Expenses, for any claim or series of claims (regardless of the number of claimants) Connected With one occurrence and in any one Period of Insurance is £250,000.

The indemnity provided by this Extension will not apply to:

1. liability Caused By a deliberate act or omission by You the result of which could reasonably have been expected by You, having regard to the nature and circumstances of such act or omission;
2. liability for distress or loss of personal data unless also involving Injury;

3. the costs of rectifying rewriting or erasing data;
4. liability Connected With the recording, processing or provision of data for reward or to determine the financial status of a person;
5. liability to an Employee;
6. liability which is covered by another insurance policy;
7. Information Commissioner's Office or Data Subject Access Request investigation costs; or
8. the payment of fines or penalties.

#### **Defective Premises Act**

We shall pay for all sums which You are legally liable to pay as damages for Injury or Damage to Property under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975.

We shall not pay for liability:

1. incurred before You have disposed of the premises;
2. Connected With defective workmanship;
3. for the costs of remedying a defect or alleged defect in the premises disposed of by You; or
4. covered by another insurance policy.

#### **Employee and Visitor Belongings**

We shall pay for all sums which You are legally liable to pay as damages for Damage to Your visitors' or Employees' vehicles or personal belongings which are in Your custody or control.

We shall not pay for liability Connected With Property that is:

1. loaned, leased, hired or rented to You;
2. stored for a fee or other consideration; or
3. in Your custody or control for the purposes of being worked upon.

The maximum We shall pay, including Costs and Expenses, for any claim or series of claims (regardless of the number of claimants) Connected With one occurrence and any one Period of Insurance is £5,000.

#### **Leased or Rented Premises**

Notwithstanding the Custody and Control Exclusion, We shall pay for all sums which You are legally liable to pay as damages for Damage to premises (including fixtures and fittings) within the Territorial Limits which are hired, rented or loaned to You in connection with the Business.

We shall not pay for liability:

1. comprising the first £500 for Damage caused other than by fire or explosion;
2. imposed on You solely by reason of the terms of a hiring or renting agreement;
3. Connected With fire or any other peril against which a hiring or renting agreement specifies that insurance is taken out by You; or
4. Caused By the illegal activities of persons lawfully on Your Premises.

#### **Overseas Personal Liability**

We shall pay You and, at Your request, Your directors, partners and Employees for legal liability incurred in a personal capacity whilst temporarily outside the Territorial Limits in connection with the Business.

We shall not pay for liability:

1. incurred in respect of any manual work whilst in the United States of America or Canada;
2. Connected With the ownership or occupation of land or buildings; or
3. covered by another insurance policy.

#### **Terrorism**

Notwithstanding the General Exclusion for Terrorism, this Section will cover Injury Caused By Terrorism.

The maximum We shall pay, including Costs and Expenses, for any claim or series of claims (regardless of the number of claimants) Connected With one occurrence is £2,000,000 or the Indemnity Limit, whichever is the lesser.

### **Public Liability: Exclusions**

We shall not pay for liability Connected With or comprising any of the following.

#### **Aircraft, Watercraft and Mechanically Propelled Vehicles**

The ownership possession or use by You or on Your behalf of:

1. aircraft, spacecraft, aerial device or hovercraft;
2. waterborne vessels other than hand propelled watercraft not exceeding 20 feet in length; or
3. motor vehicles, trailers or plant in circumstances where compulsory insurance or security is required by road traffic legislation, other than the loading or unloading of any such vehicle, trailer or plant where indemnity is not provided by another insurance policy.

#### **Contractual Liability**

Liability solely due to a contract or agreement unless such liability would have attached in the absence of such contract or agreement.

#### **Custody and Control**

Damage to Property:

1. belonging to or held on trust for You or another party carrying out work on Your behalf;
2. leased, let, rented, hired or lent to You or which is the subject of a bailment to You; or
3. required to be insured in joint names under the terms of a contract.

#### **Defects in Land**

The cost of remedying a defect or alleged defect in land or premises sold or disposed of by You or for reduction in its value.

#### **Employees**

Injury to an Employee.

#### **Financial Loss**

Pecuniary loss which is not Caused By Injury or Damage.



**Hazardous Activities**

1. Work carried out which might affect the safety or operation of:
  - a. aircraft, spacecraft or aerial device;
  - b. marine craft or offshore installation;
  - c. airport or aerodrome runways, manoeuvring areas or aprons, or those parts of airports or aerodromes to which aircraft have access;
  - d. nuclear installations; or electrical generation equipment.
2. or work on or at
  - a. computer installations or computer rooms;
  - b. any tower, steeple, chimney, shaft, blast furnace, dam, canal, viaduct, bridge or tunnel;
  - c. any dock, pier, wharf, breakwater or sea wall;
  - d. or transits by sea or air to or from any offshore installation;

unless notified to and agreed by Us in writing.

**Hazardous Substances**

Hazardous substances including polychlorinated biphenyls, perfluorooctanoic acid, perfluorooctanesulfonic acid, methyl tert-butyl ether and polyfluoroalkyl substances.

**Hot Works away from Your Premises**

Hot Works undertaken other than at Your Premises.

**Pollution**

Pollution occurring:

1. in the United States of America or Canada;
2. elsewhere 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 for liability for which indemnity is not excluded above, all Pollution which arises out of one incident will be deemed to have occurred at the time such incident takes place.

The maximum We shall pay for any claim or series of claims (regardless of the number of claimants) Connected With one occurrence and in any one Period of Insurance is the Indemnity Limit.

**Professional Advice and Services**

Professional advice, instruction, consultancy, design, formula, specification, inspection, certification, testing or treatment performed or provided by You or on Your behalf for a fee or in circumstances where a fee would normally be charged.

**Property Being Worked Upon**

Loss of, Damage to or the cost of refund for that part of Property upon which You are or have been working where the loss, Damage or cost of refund is the direct result of such work.

**Products Supplied**

Products Supplied after they have ceased to be in Your custody or control other than food or drink provided as a service at Your Premises to Employees or visitors.

## Product Liability

### Product Liability: Coverages

We shall pay for all sums which You are legally liable to pay as damages and Costs and Expenses for accidental:

1. Injury;
2. Damage to Property;

occurring during the Period of Insurance and Caused By Products Supplied from within the Territorial Limits, but not Products Supplied by You in or for delivery or use in the United States of America or Canada.

Our total liability for all claims, regardless of the number of claims or claimants, in any one Period of Insurance will not exceed the Indemnity Limit.

We shall pay Costs and Expenses in addition to the Indemnity Limit except for any claim brought in the United States of America or Canada, where the Indemnity Limit will include Costs and Expenses.

### Product Liability: Exclusions

We shall not pay for liability Connected With or comprising any of the following.

#### Contractual Liability

Liability solely due to a contract or agreement unless such liability would have attached in the absence of such contract or agreement.

#### Custody and Control

Damage to Property:

1. belonging to or held on trust for You or another party carrying out work on Your behalf;
2. leased, let, rented, hired, lent or bailed to You; or
3. required to be insured in joint names under the terms of a contract.

#### Employees

Injury to an Employee.

#### Financial Loss

Pecuniary loss which is not Caused By Injury or Damage.

#### Hazardous Activities

Products Supplied which might affect the safety or operation of:

1. aircraft, spacecraft or aerial device;
2. marine craft or offshore installation;
3. airport or aerodrome runways, manoeuvring areas or aprons, or those parts of airports or aerodromes to which aircraft have access;
4. nuclear installations; or
5. electrical generation equipment.

unless notified to and agreed by Us in writing.

#### **Hazardous Substances**

Products containing hazardous substances including polychlorinated biphenyls, perfluorooctanoic acid, perfluorooctanesulfonic acid, methyl tert-butyl ether and polyfluoroalkyl.

#### **Professional Advice and Services**

Professional advice, instruction, consultancy, design, formula, specification, inspection, certification, testing or treatment performed or provided by You or on Your behalf other than in connection with the sale or supply of Products.

#### **Products Exported to the USA and Canada**

Products Supplied directly or indirectly to the United States of America or Canada.

#### **Replacement, Removal, Repair**

Loss of or damage to Products Supplied.

The costs of recalling, removing, repairing, altering, replacing, rectifying, reinstating, modifying Products Supplied or in making a refund for Products Supplied.

## Legal Expenses

This Section is only operative if specified in the Schedule.

**Certain words have specific meanings for the purpose of this Section, these are shown below. General Definitions, General Conditions and General Exclusions also apply to the Legal Expenses Section.**

DAS Legal Expenses Insurance Company Limited (DAS) is the underwriter and provides the insurance for this Section. To make sure that You get the most from Your DAS cover, please take time to read this Section, which explains the insurance cover available to You. Please follow the procedures throughout the Policy and in particular those applying to insured incident **Employment disputes and compensation awards**.

If You wish to speak to Us about:

- Legal Advice: You can get telephone legal advice on any legal issue affecting Your Business.
- Insurance Claims: You can report a claim 24/7.
- Tax Advice: dedicated tax advisers can provide advice on tax issues affecting Your Business.

Please phone us on **0370 755 3111**. We will ask You about Your legal issue and if necessary call You back to deal with Your query.

- Crisis Containment: You can get assistance 24/7. Please phone Us on **0344 893 9314**.

### Our agreement for the Legal Expenses Section

We agree to provide the insurance described in this Section for You (or where specified, the Insured Person) in respect of any insured incident arising in connection with the Business, in return for payment of the premium and subject to the terms, conditions, exclusions and limitations set out in this 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, or
3. during the currency of a previous equivalent legal expenses insurance policy, provided that:
  - a. the previous legal expenses insurance policy required You to report claims during its currency
  - b. You could not have notified a claim previously as You could not have reasonably been aware of the insured incident
  - c. cover has been continuously maintained in force
  - d. any claim that should have been covered under a previously operative legal expenses insurance policy will not be covered by Us, and
  - e. the available Indemnity Limit shall be limited to the lesser of the sums payable under this or Your previous policy
4. any legal proceedings will be dealt with by a court, or other body which We agree to, within the Countries Covered, and
5. the insured incident happens within the Countries Covered.

### What We will pay under the Legal Expenses Section

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 in respect of all claims resulting from one or more event arising at the same time or from the same originating cause, for Costs and Expenses and compensation awards claims, is £500,000
2. the most We will pay for the total of all compensation awards under insured incident **Employment disputes and compensation awards** 2. **Compensation awards** in any one Period of Insurance shall not exceed £1,000,000
3. the most We will pay in Costs and Expenses is no more than the amount We would have paid to a Preferred Law Firm or tax consultancy. The amount We will pay a law firm (where acting on Your behalf) is currently £100 per hour. This amount may vary from time to time

4. in respect of an appeal or the defence of an appeal, You must tell us as soon as possible and within the statutory time limits allowed that You want to appeal. Before We pay the Costs and Expenses for appeals, We must agree that Reasonable Prospects exist
5. for an enforcement of judgment to recover money and interest due to You after a successful claim under this Section, We must agree that Reasonable Prospects exist
6. where an award of damages is the only legal remedy to a dispute and the cost of pursuing legal action is likely to be more than any award of damages, the most We will pay in Costs and Expenses is the value of the likely award, and
7. in respect of insured incident **Legal defence 6. Jury service and court attendance**, the maximum We will pay is the Insured Person's net salary or wages for the time that the Insured Person is attending court or tribunal, less any amount You, the court or tribunal pays, and
8. in respect of insured incident **Crisis containment** the maximum We will pay in respect of all claims resulting from one or more event arising at the same time, or from the same originating cause, is £25,000.

### What We will not pay under the Legal Expenses Section

1. In the event of a claim, if You decide not to use the services of a Preferred Law Firm or tax consultancy, You will be responsible for any costs that fall outside the DAS Standard Terms of Appointment and these will not be paid by Us.
2. If You are registered for VAT, We will not pay the VAT element of any Costs and Expenses.

### Definitions applicable to the Legal Expenses Section

The following definitions apply to this Section and shall keep the same meaning wherever they appear in this Section. They should also be read in conjunction with the general definitions of the Commercial Combined Policy. If there is a conflict between a definition in this Section and a definition elsewhere in this Policy, the definition in this Section will apply.

**Appointed Representative** – The Preferred Law Firm, law firm, tax consultancy, accountant or other suitably qualified person We appoint to act on the Insured Person's behalf.

### Costs and Expenses

1. All reasonable, proportionate and necessary costs chargeable by the Appointed Representative and agreed by Us in accordance with the DAS Standard Terms of Appointment.
2. The costs incurred by opponents in civil cases if an Insured Person has been ordered to pay them or the Insured Person pays them with Our agreement.

### Countries Covered

1. For insured incidents **Legal defence (excluding 5. Statutory notice appeals and 7. Disciplinary hearings), Contract disputes, Debt recovery, and Personal injury**: The United Kingdom of Great Britain and Northern Ireland, the European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey.
2. For all other insured incidents: The United Kingdom of Great Britain and Northern Ireland, the Isle of Man, and the Channel Islands.

**DAS Standard Terms of Appointment** – The terms and conditions (including the amount We will pay to an Appointed Representative) that apply to the relevant type of claim, which could include a conditional fee agreement (no-win, no-fee). Where a law firm is acting on Your behalf, the amount We will pay is currently £100 per hour. This amount may vary from time to time.

### Date of Occurrence

1. For civil cases (other than as specified under (3) to (8) below), the date of the event that leads to a claim. If there is more than one event arising at different times from the same originating cause, the Date of Occurrence is the date of the first of these events. (This is the date the event happened, which may be before the date You or an Insured Person first became aware of it.)
2. For criminal cases, the date the Insured Person began, or is alleged to have begun, to break the law.
3. 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.
4. For insured incident **Legal defence 7. Disciplinary hearings**, the date the Insured Person first became aware of the formal investigation or disciplinary hearing against them.
5. 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.
6. 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 following the issue of an assessment, written decision or notice of a civil penalty.
7. For insured incident **Crisis containment**, the date the negative publicity relating to Your Business first occurred.
8. For insured incident **Employment restrictive covenants**, the date You first became aware (or should reasonably have been aware), of the breach or prospective breach of covenant (whichever is first).

**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.

### Identity Theft

The unlawful use of Your identity to obtain credit, financial products, goods or services

The theft or unauthorised use of the identity of Your directors and/or their spouses/civil partners.

### Insured Person

1. You and the directors, partners, managers, Employees and any other individuals declared to Us by You.
2. A person contracted to work for You who works for You on the same basis as Your Employees, and performs that work under Your supervision and direction.

**PR Crisis** – Negative publicity in local, regional or national media (print, online, television or radio), or negative social media comment, which requires managing to protect Your Business' reputation.

**Preferred Law Firm** – A law firm, barrister or tax expert We choose to provide legal or other services. These specialists are chosen as they have the proven expertise to deal with the Insured Person's claim and must comply with Our agreed service standard levels, which We audit regularly. They are appointed according to the DAS Standard Terms of Appointment.

### Reasonable Prospects

1. For civil cases (other than insured incidents Crisis containment, Social media defamation and Corporate identity theft), 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) or make a successful defence, must be at least 51%. A Preferred Law Firm or tax consultancy on Our behalf, will assess whether there are Reasonable Prospects.
2. For criminal cases, and insured incidents Crisis containment, Social media defamation and Corporate identity theft, there is no requirement for there to be prospects of a successful outcome.
3. For civil and criminal appeals the prospects of a successful outcome must be at least 51%.

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

1. includes a request to examine any aspect of Your books and records; or
2. 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.

## Insured incidents applicable to the Legal Expenses Section

Employment disputes and compensation awards

### Employment disputes

#### What is covered:

Costs and Expenses to defend Your legal rights:

1. before the issue of legal proceedings in a court or tribunal
  - a. following the dismissal of an Employee; or
  - b. where an Employee or ex-Employee has contacted ACAS ('Advisory, Conciliation and Arbitration Service') to commence the Early Conciliation procedure; or
2. in unfair dismissal disputes under the ACAS Arbitration Scheme; or
3. in legal proceedings in respect of any dispute relating to:
  - a. a contract of employment with You; or
  - b. 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. unless equivalent legal expenses insurance was continuously in force before:
  - a. any dispute where the originating cause of action arises within the first 90 days of the start of this Section;
  - b. any dispute with an Employee who was subject to a written or oral warning (formal or informal) within 180 days immediately preceding the inception date of this Section, if the date of occurrence was within the first 180 days of the start of this Section and the dispute relates directly to the same matter(s) which gave rise to that warning;
  - c. any notice of redundancy or alleged redundancy or unfair selection for redundancy which occurs within the first 180 days of the start of this Section
2. Employee internal disciplinary or grievance procedures
3. damages for personal injury
4. Transfer of Undertakings Regulations (TUPE) or the Transfer of Employment (Pension Protection) Regulations
5. pursuing Your legal rights.

### Compensation awards

#### What is covered:

In respect of a claim We have accepted under insured incident **Employment disputes and compensation awards 1.**

**Employment disputes** We will pay:

1. any basic and compensatory award; and/or
2. an order for compensation or damages following a breach of Your statutory duties under employment legislation.

Provided that:

1. 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 0370 755 3111)
- 2. 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 0370 755 3111)
- 3. for any compensation award for redundancy or alleged redundancy or unfair selection for redundancy, You have sought and followed advice from Our legal advice service before starting any redundancy process or procedure with employees (telephone 0370 755 3111)
- 4. any sum of money in settlement of a dispute is awarded by a court, tribunal or through the ACAS Arbitration Scheme, under a judgment made after full argument and otherwise than by default, or is payable under settlement approved in writing in advance by Us.

Please note that the total amount payable by Us for all compensation awards and sums of money in settlement of a dispute, in aggregate and in any one Period of Insurance is £1,000,000.

**What is not covered:**

A claim relating to the following:

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

**Employee civil legal defence**

**What is covered:**

Costs and Expenses to defend the Insured Person's (other than Your) legal rights if:

- 1. an event arising from their work leads to civil action being taken against them under legislation for unlawful discrimination; or
- 2. civil action is being taken against them 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.

**Service occupancy**

**What is covered:**

Costs and Expenses to recover possession of premises owned by You, or for which You are responsible, from Your Employee or ex-Employee.

**What is not covered:**

Any claim relating to defending Your legal rights, other than defending a counter-claim that is an insured incident under this Section.



## Legal defence

For each of the following sections of Legal defence cover 1. to 7. below, You must request Us to provide cover for the Insured Person:

### Criminal pre-proceedings cover

#### What is covered:

Costs and Expenses to defend the Insured Person's legal rights prior to the issue of legal proceedings, when dealing with the Police, Health and Safety Executive and/or Local Authority Health and Safety Enforcement Officer where it is alleged that the Insured Person has or may have committed a criminal offence.

Provided that:

1. for claims relating to the Health and Safety at Work etc Act 1974, the Countries Covered shall be any place where the Act applies.

Please note that We will only cover criminal investigations and/or prosecutions which arise in direct connection with the activities of the Business shown in the policy schedule. Please see Our agreement.

#### What is not covered:

A claim relating to the following:

1. any criminal investigation or enquiry by, with or on behalf of HM Revenue & Customs
2. investigations due to alleged infringement of road traffic laws or regulations in connection with the ownership, driving or use of a motor vehicle.

### Criminal prosecution defence

#### What is covered:

Costs and Expenses to defend the Insured Person's legal rights following an event which leads to the Insured Person being prosecuted in a court of criminal jurisdiction.

Provided that:

1. for claims relating to the Health and Safety at Work etc Act 1974, the Countries Covered shall be any place where the Act applies.

Please note that We will only cover criminal investigations and/or prosecutions which arise in direct connection with the activities of the Business shown in the Policy schedule. Please see Our agreement.

#### What is not covered:

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

### Data protection

#### What is covered:

Costs and Expenses to defend the Insured Person's legal rights 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:

1. An individual. We will also pay any compensation award in respect of such a claim.
2. 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 that We will not pay any compensation award in respect of such a claim.

Provided that:

1. in respect of insured incident Legal defence 3. Data protection (a), any sum of money in settlement of a dispute is awarded by a court under a judgment made after full argument and otherwise than by consent or default, or is payable under settlement approved in advance by Us.

Please note that We will not cover the cost of fines imposed by the Information Commissioner, or any other regulatory and/or criminal body. Please see Exclusions applicable to The Legal Expenses Section: 3 Court awards and fines.

**What is not covered:**

A claim relating to the following:

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

where either (a) or (b) above have resulted from hacking (unauthorised access), malicious or negligent transfer (electronic or otherwise) of a computer program that contains any malicious or damaging code, computer virus or similar mechanism.

## Wrongful arrest

**What is covered:**

Costs and Expenses to defend the Insured Person's legal rights if civil action is taken against the Insured Person for wrongful arrest in respect of an accusation of theft alleged to have been carried out during the Period of Insurance.

## Statutory notice appeals

**What is covered:**

Costs and Expenses to defend the Insured Person's legal rights in an appeal against the imposition or terms of any statutory notice issued under legislation affecting Your Business.

**What is not covered:**

A claim relating to the following:

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.

## Jury service and court attendance

**What is covered:**

An Insured Person's absence from work:

1. to perform jury service
2. to attend any court, tribunal or at the request of the Appointed Representative.

The maximum We will pay is the Insured Person's net salary or wages for the time that they are absent from work less any amount You, the court or tribunal, have paid them.

We will reimburse You for net salary or wages that You have paid the Insured Person for that time, less any amount they have been paid by, or can recover from, the court or tribunal.

**What is not covered:**

Any claim if You or the Insured Person are unable to prove the loss.

## Disciplinary hearings

**What is covered:**

Costs and Expenses to defend the Insured Person's legal rights if an event results in a disciplinary case brought against the Insured Person by the relevant authority.

### Statutory licence appeal

**What is covered:**

Costs and Expenses for an appeal to the relevant statutory or regulatory authority, court or tribunal following a decision by a licensing or regulatory authority to suspend, or alter the terms of, or refuse to renew, or cancel Your licence, mandatory registration or British Standard Certificate of Registration.

**What is not covered:**

A claim relating to the following:

1. the original application or renewal application of a statutory licence, mandatory registration or British Standard Certificate of Registration
2. the ownership, driving or use of a motor vehicle.

### Contract disputes

**What is covered:**

Costs and Expenses for a contractual dispute arising from an agreement or an alleged agreement which has been entered into by You or on Your behalf for the purchase, hire, sale or provision of goods or of services.

Provided that:

1. the amount in dispute exceeds £200 (incl VAT)
2. if the amount in dispute is payable in instalments, the instalments due and payable at the time of making the claim exceed £200 (incl VAT)
3. 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:**

A claim relating to the following:

1. a dispute arising from an agreement entered into prior to the start of this Section if the Date of Occurrence is within the first 90 days of the start of this Section, unless equivalent legal expenses insurance was in force immediately before
2.
  - a. a dispute relating to an insurance policy, other than when Your insurer refuses Your claim
  - b. the sale, purchase, terms of a lease, licence, or tenancy of land or buildings. However, We will cover a dispute with a professional adviser in connection with these matters
  - c. a loan, mortgage, pension, guarantee or any other financial product. However, We will cover a dispute with a professional adviser in connection with these matters
3. a dispute with an Employee or ex-Employee which arises out of, or relates to, a contract of employment with You. (Please refer to insured incident Employment disputes and compensation awards.)
4. a dispute which arises out of the:
  - a. sale or provision of computer hardware, software, systems or services; or
  - b. the purchase or hire of computer hardware, software, systems or services tailored by a supplier to Your own specification
5. the recovery of money and interest due from another party, other than disputes where the other party indicates that a defence exists
6. a dispute arising from a breach or alleged breach of professional duty by an Insured Person.

### Debt recovery

**What is covered:**

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

Provided that:

1. the debt exceeds £200 (incl VAT)
2. a claim is made within 90 days of the money becoming due and payable

3. We have the right to select the method of enforcement, or to forego enforcing judgment if We are not satisfied that there are, or will be, sufficient assets available to satisfy judgment.

**What is not covered:**

A claim relating to the following:

1. any debt arising from an agreement entered into prior to the start of the Section if the debt is due within the first 90 days of the start of this Section, unless equivalent legal expenses insurance was in force immediately before
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. However, We will cover a dispute with a professional adviser in connection with these matters
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.

**Property protection****What is covered:**

Costs and Expenses for a civil dispute relating to physical property which is owned by You, or is Your responsibility following:

1. any event which causes physical damage to such physical 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, or there must be reasonable prospects of establishing You have, the legal ownership or right to the physical property that is the subject of the dispute.

**What is not covered:**

A claim relating to the following:

1. a contract You have entered into (please refer to insured incident Contract disputes)
2. physical property which is in Transit or which is 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 that is an insured incident under this Section
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.

**Personal injury****What is covered:**

At Your request, 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.

### Tax protection

#### What is covered:

Costs and Expenses for:

1. A Tax Enquiry
2. An Employer Compliance Dispute
3. A VAT Dispute.

Provided that:

1. 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 that We will only cover tax claims which arise in direct connection with the activities of the Business shown in the Policy schedule. Please see Our agreement.

#### What is not covered:

A claim relating to the following:

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

### Tenancy disputes

#### What is covered:

Costs and Expenses for a civil dispute between You and Your landlord, relating to premises leased or rented by You.

#### What is not covered:

A claim relating to the following:

1. the negotiation, review or renewal of the lease or tenancy agreement
2. a dispute arising from rent or service charges.

### Crisis containment

#### What is covered:

Costs and Expenses in the event of a PR Crisis:

1. We will provide advice and guidance over the phone about Your PR Crisis. Please call Us on 0344 893 9314 (open 24 hours a day, seven days a week).
2. following a call to Us, if You and We agree that additional help is required to manage Your PR Crisis, We will provide appropriate assistance which may include specialist legal and public relations support.

Provided that:

1. We will not pay more than £25,000 for any claim in respect of a PR Crisis
2. You have sought and followed advice from Us.

#### What is not covered:

A claim relating to the following:

1. any claim that could reasonably be dealt with through Your customer service or standard complaints procedures

2. any PR Crisis related to or arising from an event affecting the whole profession or industry.

## Employment restrictive covenants

### Pursuit of a breach of covenant

#### What is covered:

Costs and Expenses to pursue a civil action against an Employee or ex-Employee where they are in breach, or are about to be in breach, of a covenant which restricts them:

1. from providing services to or soliciting Your customers; or
2. enticing other Employees to leave Your employment.

Provided that:

1. the restrictive covenant(s) is expressly incorporated within the Employee's or ex-Employee's contract of employment with You
2. the Employee or ex-Employee has signed their contract of employment
3. the restrictive covenant does not exceed 12 months
4. You have not breached the Employee's or ex-Employee's contract of employment

#### What is not covered:

A claim relating to the following:

1. any dispute where the Date of Occurrence arises within the first 90 days of the start of this Section, unless equivalent legal expenses insurance was in force immediately before
2. any claim relating to a restrictive covenant applying to an Employee or ex-Employee transferred to the Business under the Transfer of Undertakings Regulations (TUPE)
3. defending Your legal rights (please refer to insured incident Employment restrictive covenants 2. Business defence), other than the defence of a counter-claim that is an insured incident under this Section

### Business defence

#### What is covered:

Costs and Expenses in a dispute between You and a third party business, where the third party alleges that You have breached their legal rights protected by an employment restrictive covenant contained within a contract of employment between the third party and their Employee or ex-Employee.

Provided that:

1. the Employee or ex-Employee is now Your Employee or prospective Employee.

#### What is not covered:

A claim relating to any covenant other than an employment restrictive covenant contained within a contract of employment between Your Employee or prospective Employee and their former or current employer.

### Social media defamation

#### What is covered:

Following defamatory comments made about an Insured Person on a social media website, We will pay Costs and Expenses to provide a formal written request that the comments are removed from the website:

We will write one letter to the provider of the social media website.

Where the authors' identity is known, We will also write one letter to the author.

#### What is not covered:

Any claim where the Insured Person is not aged 18 years or over.

### Corporate identity theft

#### What is covered:

Costs and Expenses following an Identity Theft. We will assign a personal caseworker who will provide an individual action plan to help regain the stolen identity. We will pay:

- 1. For You**
  - a. Costs and Expenses to defend Your legal rights in a dispute with debt collectors or any party taking legal action against You, arising from or relating to the Identity Theft
  - b. the costs incurred for phone calls, faxes or postage to communicate with the police, credit agencies, financial service providers, other creditors or debt-collection agencies
  - c. the cost of replacement documents to help restore Your credit status.
- 2. For Your directors and/or their spouses/civil partners**
  - a. Costs and Expenses to reinstate the stolen identity, including costs for the signing of statutory declarations or similar documents
  - b. Costs and Expenses to defend the affected individual's legal rights in a dispute with debt collectors or any party taking legal action against them, arising from or relating to the Identity Theft
  - c. loan-rejection fees and any re-application administration fee for a loan when the original application has been rejected
  - d. the costs incurred for phone calls, faxes or postage to communicate with the police, credit agencies, financial service providers, other creditors or debt-collection agencies
  - e. the cost of replacement documents to help restore the stolen identity and the affected individual's credit status.

Provided that:

1. Where the Identity Theft relates to Your directors and/or their spouses/civil partners, the affected individual(s) must contact the Identity Theft helpline as soon as possible and follow the advice given
2. You and the affected individual(s) must notify Your banks and building societies as soon as possible
3. You must tell Us if You or Your directors and/or their spouses/civil partners have previously suffered Identity Theft
4. You and the affected individual(s) must take all reasonable action to prevent continued unauthorised use of the stolen identity
5. You must request Us to provide cover for Your directors and/or their spouses/civil partners
6. You must have adequate security systems to protect Your Business
7. We will not pay for losses that are not directly covered by this Section e.g. reimbursement of unlawfully obtained funds belonging to You or Your directors and/or their spouses/civil partners.

#### What is not covered:

A claim relating to the following:

1. fraud committed by anyone entitled to make a claim under this Section
2. losses for anyone other than You, Your directors and their spouses/civil partners

### Exclusions applicable to the Legal Expenses Section

We will not pay for the following:

#### 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.

#### Costs We have not agreed

Costs and Expenses incurred before Our expressed acceptance.

**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 2. Compensation awards, and Legal defence 3. Data protection.

**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.

**Intellectual property rights**

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

**Wilful acts**

Any wilful act or omission of an Insured Person deliberately intended to cause a claim under this Section.

**Franchise or agency agreements**

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

**A dispute with DAS**

Any claim under this Section for a dispute with Us or another Insurer under this Policy. For disagreements with Us about the handling of a claim, refer to Conditions applicable to the Legal Expenses Section: 8 Arbitration.

**Shareholding or partnership disputes**

Any claim relating to a shareholding or partnership share in the Business.

**Judicial review, coroner's inquest or fatal accident inquiry**

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

**Bankruptcy**

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

1. You are declared bankrupt
2. You have filed a bankruptcy petition
3. You have filed a winding-up petition
4. You have made an arrangement with Your creditors
5. You have entered into a deed of arrangement
6. You are in liquidation
7. part or all of Your affairs or property are in the care or control of a receiver or administrator.

**Defamation**

Any claim relating to written or verbal remarks that damage the Insured Person's reputation, other than where cover is provided under insured incident Social media defamation.

**Litigant in person**

Any claim where an Insured Person is not represented by a law firm, barrister or tax expert.



## Conditions applicable to the Legal Expenses Section

### Your representation

1. On receiving a claim, if legal representation is necessary, We will appoint a Preferred Law Firm or tax consultancy as Your Appointed Representative to deal with Your claim. They will try to settle Your claim by negotiation without having to go to court.
2. If the appointed Preferred Law Firm or tax consultancy cannot negotiate settlement of Your claim and it is necessary to go to court and legal proceedings are issued or there is a conflict of interest, then You may, if You prefer, choose a law firm or tax expert of Your own choice 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.
3. If You choose a law firm as Your Appointed Representative who is not a Preferred Law Firm or tax consultancy, We will give Your choice of law firm the opportunity to act on the same terms as a Preferred Law Firm or tax consultancy. However if they refuse to act on this basis, the most We will pay is the amount We would have paid if they had agreed to the DAS Standard Terms of Appointment. The amount We will pay a law firm (where acting on Your behalf) is currently £100 per hour. This amount may vary from time to time.
4. The Appointed Representative must co-operate with Us at all times and must keep Us up to date with the progress of the claim.

### An Insured Person's responsibilities

1. An Insured Person must co-operate fully with Us and the Appointed Representative.
2. An Insured Person must give the Appointed Representative any instructions that We ask them to.

### Offers to settle a claim

1. An Insured Person must tell Us if anyone offers to settle a claim and must not negotiate or agree to any settlement without Our expressed consent.
2. If an Insured Person does not accept a reasonable offer to settle a claim, We will not pay further Costs and Expenses.
3. We may decide to pay an Insured Person the reasonable value of the claim that the Insured Person is claiming or is being claimed against them, instead of starting or continuing legal action. In these circumstances an Insured Person must allow Us to take over and pursue or settle a claim in their name. An Insured Person must allow Us to pursue at Our own expense and for Our benefit, any claim for compensation against any other person and an Insured Person must give Us all the information and help We need to do so.

### Assessing and recovering costs

1. An Insured Person must instruct the Appointed Representative to have Costs and Expenses taxed, assessed or audited if We ask for this.
2. An Insured Person must take every step to recover Costs and Expenses and court attendance and jury service expenses that We have to pay and must pay Us any amounts that are recovered.

### Cancelling an appointed 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.

### Withdrawing cover

1. 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.

2. If during the course of a claim Reasonable Prospects no longer exist, the cover We provide will end at once. We will pay any Costs and Expenses and compensation awards We have agreed to, up to the date cover was withdrawn.

### Expert opinion

If there is a disagreement between an Insured Person and Us on the merits of the claim or proceedings, or on a legal principle, We may suggest the Insured Person obtains, at their own expense, an opinion on the matter from an independent and appropriate expert. The expert must be approved in advance by Us and the cost expressly agreed in writing between the Insured Person and Us. Subject to this, We will pay the cost of getting the opinion, if the expert's opinion indicates that it is more likely than not that the Insured Person will recover damages (or obtain any other legal remedy that We have agreed to) or make a successful defence. This does not affect the Insured Person's rights under Conditions applicable to The Legal Expenses Section: 8 Arbitration.

### Arbitration

If there is a disagreement about the handling of a claim and it is not resolved through Our internal complaints procedure the Financial Ombudsman Service may be able to help. This is a free arbitration service for eligible complaints. (Details available from [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk))

If the dispute is not covered by the Financial Ombudsman Service there is a separate arbitration process available. The arbitrator will be a jointly agreed barrister, solicitor or other suitably qualified person. If there is a disagreement over the choice of arbitrator, We will ask the Chartered Institute of Arbitrators to decide. The arbitrator will decide who will pay the costs of the arbitration. For example, costs may be split between the parties or one party may pay all the costs.

### Keeping to the policy terms

An Insured Person must:

1. Keep to the terms and conditions of this Policy
2. Take reasonable steps to avoid and prevent claims
3. Take reasonable steps to avoid incurring unnecessary costs
4. Send everything We ask for, in writing, and
5. Report to Us full and factual details of any claim as soon as possible and give Us any information We need.

## Legal Helplines and Tools

Under the Legal Expenses section, Your Policy includes access to the following helplines and online tools from DAS Legal Expenses Insurance Company Limited (DAS).

You can contact DAS' UK-based call centre 24 hours a day, seven days a week during the Period of Insurance. However, they may need to arrange to call You back, depending on the enquiry. To help DAS check and improve their service standards, they may record all calls. When phoning, please quote Your DAS policy number TS5/4077177.

DAS will not accept responsibility if the helpline services are unavailable for reasons they cannot control.

### Legal Advice Helpline **0370 755 3111**

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

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

Advice on the laws of England and Wales can be provided 24 hours a day, 365 days a year. Beyond this jurisdiction, or for very specialist legal matters, DAS will refer You to one of their specialist advisers.

Specialist advice is provided 9am-5pm, Monday to Friday, excluding public and bank holidays. If calls are received outside of these times, DAS will arrange to call You back.

### Tax Advice Helpline

**0370 755 3111**

Advice can be provided on any tax matters affecting the Business, under UK law.

This service is provided 9am-5pm, Monday to Friday, excluding public and bank holidays. If calls are made outside these times, DAS will arrange to call You back.

### Counselling Helpline

**0117 934 2121**

DAS will provide the Insured Person (and any members of their immediate family who permanently live with them) with a confidential counselling service over the phone if they are aged 18 or over (or aged between 16 and 18 and in full-time employment). This includes, where appropriate, onward referral to relevant voluntary and/or professional services. Any costs arising from the use of these referral services will not be paid by DAS.

The counselling service helpline is open 24 hours a day, seven days a week.

### Identity Theft Helpline

**0344 848 7071**

If Your directors or their spouses/civil partners are resident in the UK or the Channel Islands, DAS will provide them with detailed guidance and advice over the phone about being or becoming a victim of identity theft.

This helpline is open 8am-8pm, seven days a week.

### Employment Manual

Visit [www.dasinsurance.co.uk/employment-manual](http://www.dasinsurance.co.uk/employment-manual)

The DAS Employment Manual offers comprehensive, up to date guidance on employment law. To view it, please visit [www.dasinsurance.co.uk/employment-manual](http://www.dasinsurance.co.uk/employment-manual)

If You'd like notifications of when updates are made to the Employment Manual, please email DAS at [employmentmanual@das.co.uk](mailto:employmentmanual@das.co.uk) quoting Your DAS policy number TS5/4077177.

### DASBusinesslaw

Visit [www.dasbusinesslaw.co.uk](http://www.dasbusinesslaw.co.uk)

Visit [www.dasbusinesslaw.co.uk](http://www.dasbusinesslaw.co.uk) to access the free online law guide and download legal documents to help Your Business. Developed by solicitors and tailored by You using DAS' smart document builders, You can create ready-to-sign contracts, agreements and letters in minutes.

Register using the voucher code DASBARC100 to gain access to a range of free documents.

## Engineering - Machinery Damage

This Section is only operative if specified in the Schedule.

### Section Definitions

The following Definitions apply to this Section and shall keep the same meaning wherever they appear in the Section they should also be read in conjunction with the General Definitions at the start of the Policy.

#### Breakdown

1. the actual breaking, failure, distortion or burning out of any part of the Machinery whilst in ordinary use arising from defects in the Machinery causing its sudden stoppage and necessitating repair or replacement before it can resume work.
2. fracturing of any part of the Machinery by frost when such fracture renders the Machinery inoperative.
3. the actual and complete severance of a rope but not breakage or abrasion of wires or strands even though replacement may be necessary.
4. Electronic Derangement.

#### Collapse

The sudden and dangerous distortion (whether or not attended by rupture) of any part of the Machinery caused by crushing stress, by force of steam or other fluid pressure (other than pressure of chemical action, or ignited flue gases, or ignition of the contents).

#### Cyber Event

1. a failure of electronic equipment to correctly recognise, process or store any data.
2. a hostile, malicious, illegal or transgressive act committed through electronic systems or including but not limited to:
  - a. a virus (a program code, programming instruction or any set of instructions intended to damage, interfere with or have a negative effect on computer programs, data or operations);
  - b. hacking (unauthorised access to any computer or other electronic equipment);
  - c. a denial of service attack (any actions or instructions intended to damage, interfere with or affect the availability or performance of networks, network services, network connectivity or telecommunication systems).

#### Electronic Derangement

Malfunction of the computer equipment or electronic circuitry which controls or operates an item of Machinery and which:-

1. is not accompanied by visible damage; and
2. requires repair or replacement of that computer equipment or electronic circuitry in order to restore the item to normal working.

Electronic Derangement does not include:

1. the rebooting, reloading or updating of software or firmware .
2. the incompatibility of Machinery with any software or equipment installed, introduced or networked within the previous 30 days.
3. the Machinery being of insufficient size, specification or capacity.
4. malfunction resulting from causes excluded under General Exclusion - Cyber.

#### Explosion

The sudden and violent rending of the Machinery by force of internal steam or other fluid pressure (other than pressure of chemical action, or ignited flue gases, or ignition of the contents) causing bodily displacement of any part of the Machinery together with forcible ejection of the contents.

### Indemnity Limit

Our liability in respect of any one loss or series of losses arising out of any one occurrence shall not exceed the amount specified in the Schedule as the Indemnity Limit.

### Machinery

Machinery shall include all component parts of the permanent structure of any item described in the Schedule commencing:

1. in the case of a fixed unit at the point of anchorage, and
2. in the case of a travelling unit at the road or track wheels

Machinery shall not include within its meaning

1. superheaters, economisers, piping and ancillary electrical or mechanical plant attached to boilers or pressure vessels, chimneys or appliances used for attaching the load to any lifting machine, glass bulbs or valves or electronic apparatus;
2. supporting structures, lift enclosures (other than landing gates), rail tracks, anchorage bolts or fixing appliances, brickwork, masonry or foundations;
3. tools, cutting edges, moulds, dies, patterns, non-metallic linings, pulverising and crushing surfaces, flexible pipes, trailing cables, driving belts or bands or parts requiring periodic renewal;
4. parts not made of metal (other than ropes, integral gearing, bearings, bushes, batteries, tyres, slabs of switchboards and insulation of electrical conductors).

Unless specified otherwise in the Schedule.

### Pressure Plant

Machinery which stores fluids either below or above atmospheric pressure.

### Cover

We will pay for loss of or damage to Machinery described in the Schedule from sudden and unforeseen cause whilst at the Premises occurring during the Period of Insurance.

### Additional Cover

In respect of each claim for loss or damage for which We accept liability, the Cover provided by this Section extends to include the following:

#### Automatic Cover

Additional Machinery belonging to You from the time the installation is completed and the Machinery is ready to start normal working at the Premises.

Provided that

1. the Machinery belongs to a category shown in the Schedule and is of a type similar to that which You previously declared Your intention to insure.
2. the Machinery shall be insured to the same extent as Machinery of a similar type.
3. the Machinery is free from defects, so far as You are aware, and complies with any statutory obligations concerning its examination and certification.
4. You will inform Us in writing of such Machinery within twelve months of installation and will pay the appropriate additional premium.

### Temporary Removal

Loss of or damage to the Machinery occurring within the European Union or European Free Trade Area whilst:

1. temporarily located at any other location, or
2. in Transit for the purposes of repair, service, overhaul or maintenance.

### Debris Removal

Costs incurred in the removal of debris and protection of the Machinery.

Provided that We will not pay more than:

- £25,000, or
- 20% of the amount We agree to pay for the loss or damage to the affected Machinery

whichever is the lesser.

### Loss Avoidance Measures

Subject to the Indemnity Limit, We will pay reasonable costs incurred in taking exceptional measures to prevent or mitigate impending loss or damage for which Cover is provided by this Section.

Provided that:

1. loss or damage would reasonably be expected to occur if such measures were not implemented.
2. We are satisfied that loss or damage has been avoided or mitigated by means of the exceptional measures.
3. the amount payable will be limited to the cost of loss or damage which would have otherwise occurred
4. the terms, Conditions and Exclusions of this Section apply as if loss or damage had occurred.

### Expediting Costs

We will pay costs necessarily and reasonably incurred in making temporary repairs upon and / or expediting the repair, reinstatement or replacement of the Machinery as a result of loss or damage which is otherwise covered by this Section provided that We shall not pay more than:

- 50% of the cost of such loss or damage, or
- £50,000 whichever is the lesser.

### Repair Costs Investigation

With Our prior written agreement, We will pay costs relating to repair, investigations and tests by consulting engineers following damage to Machinery which is otherwise covered by this Section. Provided that:

- We will not pay more than £25,000 in any one Period of Insurance.
- We will not pay for fees incurred in preparing a claim under this Section.

### Optional Extensions and Limitations

Subject otherwise to the terms Conditions and Exceptions of this Section where any of the following symbols appear against any item of Machinery the Cover is amended accordingly

#### BDN - Breakdown Limitation Cover Clause

Liability for loss or damage shall be limited to damage to Machinery caused by Breakdown

#### EXP - Explosion/Collapse Limitation Cover Clause

Liability for loss or damage shall be limited to damage to Machinery caused by its Explosion or Collapse

**ADL - Accidental Damage Limitation Cover Clause**

We shall not be liable for loss of or damage to Machinery caused by or arising from Breakdown Explosion or Collapse

**MDL - Material Damage Limitation Cover Clause**

We shall not be liable for any loss of or damage to the Machinery

**LGE - Lifted Goods Extension Cover Clause**

We will subject to the Indemnity Limit for this Extension indemnify You against accidental direct damage to property belonging to or in Your custody and control whilst being handled by the Machinery and arising out of its normal use This Extension does not cover damage resulting from a fault in or fragility of the property being lifted or its container

**OSP - Own Surrounding Property Extension Cover Clause**

We will indemnify You against damage to property belonging to or in Your custody and control for which You are responsible

1. directly resulting from any damage to the Machinery insured under this Section
2. caused by impact through the normal operation of lifting and handling Machinery though the Machinery itself may not be damaged
3. caused by the spontaneous fragmenting of the Machinery insured under this Section
4. If that damage is caused by leakage or lack of steam following an Explosion

This Extension does not cover damage

- a) to the Machinery causing the damage or any Machinery directly driving or driven by the Machinery
- b) to property being handled conveyed heated cooled or processed by or contained in the Machinery
- c) caused by leakage or by lack of heat cooling light power or steam

excepting that b) and c) above shall not apply to damage directly consequent upon and solely due to Explosion

Our liability under this Extension shall not exceed £2,000,000 in respect of each loss or series of losses arising out of any one occurrence

**Conditions****Average**

If any item of Machinery has an individual Sum Insured set against it and at the time of any loss or damage to the item its value exceeds that Sum Insured, then You shall be considered Your own insurer for the difference and shall bear a rateable proportion of the loss or damage.

**Multiple Lifting Operations**

For the insurance provided under this Section to be operative during any operation in which a load is shared between any items of Machinery classed as lifting plant or lifting equipment (whether insured under this Section or not) the lifting operation must be conducted in accordance with BS7121.

**Basis of Settlement**

In respect of

1. Partial loss – if the Machinery is partially lost or damaged, We will pay the cost of repairing or restoring the lost or damaged part to a condition similar to the condition it was in when new. We will not pay more than the amount we would have to pay for a total loss (see below). For loss or damage to conveyor belts and heat-resistant materials which form a component part of the Machinery and have a limited working life, We will pay up to the market value of the part at the time of the loss or damage.

If we replace undamaged parts with new compatible parts, We will not pay more than it would have cost to replace the undamaged parts if it was only those undamaged parts that had suffered damage.

2. Total loss - If the Machinery is lost or damaged beyond economical repair (that is, if the cost of repairs is higher than the cost of replacing the Machinery) We will pay the cost of a new replacement that is equal in specification and performance to, but not better than, the lost or damaged Machinery.

If at the time of loss or damage, items which are the same as the Machinery are no longer produced by the manufacturer, We will pay the cost of replacing the Machinery with its nearest equivalent.

The maximum We will pay for all loss or damage arising from each occurrence is:

- a. the Sum Insured, in respect of any item of Machinery that has an individual Sum Insured set against it; or
- b. the Indemnity Limit

regardless of the number of people or organisations insured by the Policy.

Any 'Additional Cover Limits' will be on top of the Sum Insured/Indemnity Limit shown in the Schedule.

## Special Exclusions

We will not pay for;

### Excluded Perils

1. Loss of or damage to Machinery Caused By:
  - a. Fire, lightning, explosion (other than Explosion as defined in this Section), earthquake, flood, storm, tempest, inundation, escape of water from water containing apparatus, leakage from sprinkler installations, aircraft and other aerial devices or articles dropped therefrom;
  - b. theft or attempted theft;

but this Exclusion shall not apply in respect of:

- damage to any Machinery insured under this Section by its own Explosion Caused By any peril listed under a. or b. above.
  - Machinery whilst in Transit for the purposes of repair, service, overhaul or maintenance.
2. Loss or damage Caused By
    - a. wear and tear, gradual deterioration or rust.
    - b. gradually developing defects.
    - c. scratching or chipping of painted or polished surfaces.
    - d. erosion or corrosion
 but this shall not exclude resultant loss or damage not otherwise excluded.
  3. Loss or damage occurring at Your Premises Caused By riot, strike, lock-out or civil commotion
  4. Loss or damage Caused By:
    - a. any intentional act or wilful omission by You (other than an act or omission the purpose of preventing injury, loss or damage) which having regard to the nature and circumstances of the act or omission, could reasonably be expected to cause contribute to or exacerbate any loss or damage.
    - b. intentional overloading
    - c. testing or experiments involving the imposition of any abnormal conditions

### Application of Tools

Loss or damage Caused By the direct application of any tool or process during the course of repair, maintenance, inspection, modification or overhaul.



### **Guarantees of Performance**

Liquidated damages, penalties for delay or detention or in connection with guarantees of performance or efficiency.

### **Airborne and Waterborne Craft**

Loss of or damage to airborne or waterborne vessels, craft, platforms or rigs or any Machinery situated thereon or being loaded onto or offloaded therefrom.

### **Pollution or Contamination**

Loss or Damage Connected With Pollution.

This Exclusion shall not apply to cost arising from Pollution of Machinery Caused By an occurrence which is insured by this Section, provided We will not pay more than £50,000.

### **Erection Risk**

Loss of or damage to Machinery during installation, erection, dismantling, re-siting, transportation or removal other than re-siting, transportation or removal under its own power whilst at its operating site.

### **Consequential Loss**

Loss of use or consequential loss or damage of any kind or description unless specifically provided for elsewhere within this Section.

### **Excluded Parts**

Loss of or damage to:

1. safety or protective devices due to their functioning.
2. tyres by cuts, bursts, punctures or the application of brakes unless arising from a malicious act.
3. batteries other than loss or damage due to extraneous cause.

### **Cyber Event**

loss or damage Connected With a Cyber Event.

### **Nuclear Risks**

loss or damage Connected With:

1. ionising radiation from, or contamination by, radioactivity from any nuclear fuel or nuclear waste, or from burning nuclear fuel.
2. the radioactive, toxic, explosive or other dangerous properties of any nuclear installation, reactor or other nuclear equipment, or any nuclear part of them.
3. any weapon or device using atomic or nuclear fission, fusion or similar reaction, or radioactive force or material.
4. the radioactive, toxic, explosive or other dangerous properties of any radioactive material.
5. any chemical, biological, biochemical or electromagnetic weapon.

## Engineering - Inspection

This Section is only operative if specified in the Schedule.

### Inspection Service Contract

This Section is a legal contract between You and Us.

This Section, together with the Schedule, contains the information you need to know about your inspection services.

This Section contains important information such as the terms and Conditions of Your Inspection Services. The Schedule shows:

- the Plant on which the Inspection Services will be carried out;
- how often the Inspection Services will take place; and
- the Fee.

### Definitions

The following words have been given the specific meaning set forth below and have the same meaning wherever they appear in the Contract whether singular or plural

#### Competent Person

A person we employ and authorise (or a person employed by an organisation we have authorised), having the necessary experience and skill to carry out Inspection Services.

#### Fee

The amount as shown in the Schedule You must pay for Your Inspection Services.

#### Inspection

An assessment, usually visual in nature, of the safety-related parts of Plant, which is not a Thorough Examination.

#### Inspection Services

Carrying out a Thorough Examination or Inspection at the Premises and providing a Report.

#### Normal Working Hours

8:00 a.m. to 6:00 p.m. Monday to Friday excluding public bank and local holidays.

#### Plant

The machinery, appliances, equipment or installations shown in the Schedule.

#### Report

A document, in Our standard format, which We issue to You either electronically or as a hard copy, with details of the findings of the Inspection or Thorough Examination that were carried out.

#### Statutory Regulations

The specific regulations which apply to the Thorough Examination of Plant, in the following statutory instruments (as amended from time to time):

1. Safeguarding of Workers (Cranes and Lifting Appliances) (Jersey) Regulations;
2. Safeguarding of Workers (Chains, Ropes and Lifting Gear) (Jersey) Regulations;

3. Safeguarding of Workers (Electricity at Work) (Jersey) Regulations;
4. The Control of Major Accident Hazard Regulations (COMAH);
5. The Control of Substances Hazardous to Health Regulations (as amended) (COSHH);
6. The Dangerous Substances and Explosive Atmospheres Regulations (DSEAR);
7. The Electricity at Work Regulations (EAWR);
8. The Health and Safety at Work (Lifts) (Jersey) Regulations;
9. The Lifting Operations and Lifting Equipment Regulations (LOLER);
10. The Mines Regulations;
11. The Pressure Systems Safety Regulations (PSSR);
12. The Provision and Use of Work Equipment Regulations, Part IV (PUWER Part IV);
13. The Quarries Regulations; or
14. The Workplace (Health, Safety and Welfare) Regulations.

### Thorough Examination

A systematic and detailed examination of the Plant and safety critical parts, or in the case of boiler or pressure plant an examination of plant in accordance with a Written Scheme carried out at set intervals by a Competent Person in accordance with one of the Statutory Regulations which applies. The Competent Person will decide what this involves using various sources such as industry and HSE guidance. The results of this examination must be communicated in the form of a Report.

### Written Scheme

A document that meets the requirements of regulation 8 of PSSR, which contains information about certain items of Plant that form a pressure system, including the parts which need to be examined and the nature and frequency of those examinations.

## Provision of Inspection Services

We will carry out Inspection Services to the Plant shown in the Schedule within Normal Working Hours in line with the terms and Conditions of this Section during Period of Insurance, and You must pay the Fee.

We will make reasonable attempts to contact You, using the information You have provided to Us, to arrange an appointment to undertake the Inspection Services. If We are unable to make contact with You or You fail to prepare or make the Plant available (at a date and time we agreed), We will notify You within our Report and this will be deemed to have met our obligations to provide the Inspection Services on this occasion. If You then request that we make an additional visit to complete the outstanding Inspection Services, there will be an additional charge.

If required by the applied Statutory Regulations, where defects are identified which are or could become a danger to life, the Competent Person must immediately notify You and forward a copy of the Report to the relevant enforcing authority.

### Our Standard of Care

We will use all reasonable skill and care in carrying out the Inspection Services.

### Limits of the Inspection Services

Unless We agree otherwise in writing, the Inspection Services will not include:

1. approving or confirming any design or design features of the Plant are fit for purpose;
2. providing witness statements;
3. attendance at hearings and interviews;
4. consultancy services;
5. preparation or operation of the Plant; or
6. maintenance or repair of the Plant.

To the extent that the Inspection Services include a Thorough Examination of the Plant item, unless We agree otherwise in writing, the Thorough Examination will not include:

- a. carrying out or witnessing tests which are not routine (unless these are the responsibility of the Competent Person in an HSE (Health & Safety Executive) or SAFed (Safety Assessment Federation) Approved Code of Practice or Guidance;
- b. for boiler or pressure Plant – ultrasonic radiographic hydrostatic or other non-destructive testing, or production of Written Schemes;
- c. for lifting and handling Plant – proof load, stability, anchorage, supplementary or similar testing in accordance with industry guidance or Thorough Examination as needed when exceptional circumstances have taken place;
- d. for mechanical power press Plant subject to the requirements of PUWER Part IV - the examination and testing of enclosed parts; and
- e. for local exhaust ventilation Plant – the initial appraisal of the Plant as needed under COSHH.

To the extent that the Inspection Services do not include a Thorough Examination of the Plant item, unless We agree otherwise in writing, the Inspection will:

- a. be visual in nature;
- b. be limited by the design of the Plant, the extent to which You prepare the Plant and the extent to which You make available safe access to and from the Plant; and
- c. not include carrying out or witnessing tests which are not routine.

### Your Obligations

During the Period of Insurance, You must:

1. keep full responsibility for the care, custody and control of the Plant at all times and especially when We are providing the Inspection Services.
2. allow Us access to the Premises and Plant during Normal Working Hours or as agreed between us. If Plant can be moved, You must tell Us the precise location of the Plant with enough notice as agreed in writing between us.
3. Provide the Competent Person with:
  - a. Safe access to and exit from the Premises;
  - b. A safe working environment at the Premises;
  - c. Safe access to the Plant to carry out the Inspection Services; and
  - d. A suitable rescue arrangement if the Competent Person is required to work at heights or other places with restricted access.
4. have the Plant properly prepared, dismantled and reassembled as necessary in order to enable Us to carry out the Inspection Services.
5. When asked, You must give the Competent Person all information relating to the Plant they may need to complete the Inspection Services. This includes any changes to the Plant since the last Thorough Examination or Inspection.

### Health & Safety at Work Act 1974

You must provide Us with:

1. a safe working environment at the Premises where the Plant is located, and
2. a safe way of getting access to carry out the Inspection Services.

We will:

- a. keep to Your safe systems of work, as long as You tell Us about the systems in writing before We carry out any Inspection Services; and
- b. refuse to carry out any Inspection Services if We believe there is a health, safety or welfare risk.

### Fees

We will calculate the Fee for the Inspection Services on the Plant You tell Us about at the start of the Period of Insurance and You must pay the Fee.

We will adjust the Fee:

1. to take into account any Premises or individual items of Plant added to or deleted from the Schedule during the Period of Insurance;
2. after a visit to a Premises to take into account any differences between the Plant You told Us about when setting up this Section and that identified during Our visit;

3. if You ask, and We agree, to carry out the Inspection Services outside Normal Working Hours;
4. annually, if the Period of Insurance is greater than 12 months;
5. to account for any changes to the Plant or to the frequency of the Inspection Services; or
6. for anything beyond Our reasonable control (for example a change in Statutory Regulations or legislation) that increases Our cost in providing the Inspection Services.

If We change the Fee, We will also make an extra charge, which You must pay, to cover Our reasonable administration costs.

You must also pay VAT on any Fee and any additional charges and any other similar tax or duty charge made by any government or other authority ('duty') at the appropriate rate.

As well as the adjustments to the Fee set out above, We will charge You if:

- a. You receive Your Report electronically and You also then ask Us to provide a hard copy Report;
- b. You ask Us to provide a Report in a format that is not Our standard format;
- c. You ask Us to re-examine an item of Plant on a more frequent basis than the contractual Inspection or Thorough Examination frequency shown in the Schedule;
- d. You ask Us to return to carry out an Inspection or Thorough Examination which was not completed because You had failed to prepare or make the Plant available (at a date and time we agreed);
- e. You fail to prepare or make the Plant available at the date and time agreed;
- f. You ask for services, on top of those forming part of the Inspection Services;
- g. You ask Us to carry out training or a risk assessment specific to Your Premises or to Your health, safety and welfare procedures;
- h. You ask for, or safety requirements dictate that, more than one Competent Person undertake an Inspection or Thorough Examination on an individual item of Plant;
- i. We are required to undertake training/familiarisation before accessing the Premises; or
- j. there is a delay which prevents Us from commencing with the Inspection or Thorough Examination and You then request that we make an additional visit to complete any outstanding Inspection Services.

### Cancellation

With the exception of You behaving in an illegal or immoral manner, where We reserve the right to cancel this Section with immediate effect, We may cancel this Section at any time by giving You, or the person who arranged this contract for You, 30 days' written notice. We will consider early cancellation if You:

1. are in breach of this Section;
2. are abusive, aggressive or otherwise inappropriate towards Our staff or Our representatives;
3. behave illegally or immorally, for example bribing or threatening Our Competent Person or Our other staff or representatives;
4. operate Your Business without taking proper account of health-and-safety regulations; repeatedly fail to put right or repeatedly ignore any defect identified in Our Report;
5. repeatedly refuse to let Us carry out the Inspection Services;
6. fail to pay the Fee;
7. become insolvent, bankrupt or enter into an arrangement with Your creditors; or
8. refuse to pay any additional charges previously agreed between Us.

You may be entitled to receive a refund. This will be calculated on the value of the fee for Inspection Services not yet provided at the date of cancellation. If the Fee You have actually paid does not cover the Inspection Services You have received, You must pay Us the difference.

### Confidentiality

Neither You nor We will release to any other person any technical, business, intellectual property or similar information relating to the business affairs of the other which are known as a result of this Section.

Neither You nor We will use the other's information for any purpose other than to carry out the responsibilities under this Section unless required to do so by law or regulation.

Nothing in this Section will place an obligation of confidentiality on either You or Us for information that was:

1. already in the public domain;
  2. that was rightfully in the possession of either Us or You;
- prior to the commencement of the Policy.

The responsibilities under this Section will come into effect at the start of the Period of Insurance and will continue for six years after the Period of Insurance ends.

### Limits of Our Legal Responsibility

We do not make any warranty about the activities described in this Section. In addition:

1. We are not legally responsible for any special, incidental, indirect, consequential or exemplary damages, including loss of profits or revenue, loss of use, loss of opportunity, loss of goodwill, cost of substitute facilities, goods or services, cost of capital, governmental and regulatory sanctions and claims of others for those damages;
2. the most we will pay for all claims, losses, damages and expenses resulting in any way from this Section will be the total amount of the Fee we have received during the Period of Insurance; and
3. apart from causing death or personal injury by Our negligence or in other circumstances where we cannot limit our legal responsibility by law, We will not pay more than £5,000,000 (five million pounds).

You will indemnify Us against any claims made against Us and all damages, costs and expenses We may suffer as a result of any third-party claim arising out of Your failure to keep to Your responsibilities under this Section.

If You or someone else makes a claim against Us (for example, in relation to any actual or alleged failure to keep to Statutory Regulations, any defect in the Plant or any damage or injury caused by the Plant), unless We have been negligent carrying out the Inspection Services, You must agree We are not responsible for, and fully refund Us for, all losses and expenses that We may suffer.

Neither this Section, or Us providing the Inspection Services, replace Your legal duty under relevant Statutory Regulations to have Your Plant undergo a Thorough Examination or Inspection, nor do they relieve You of any legal responsibility You may have to anyone else as a result of any defect in the Plant, or for any change or injury which may be caused by how the Plant is used.

### Force Majeure

We will not be legally responsible for any delay, or the results of any delay, in carrying out the Inspection Services if the delay is due to any cause beyond Our reasonable control. We shall be entitled to a reasonable extension of time to carry out the Inspection Services under this Section.

### General

Neither You nor We will be involved in offering, promising or giving any financial or other advantage to any person if this breaks any law against bribery or corruption (including the Bribery Act 2010). You and We must each have an anti-corruption and bribery policy and procedures, including adequate procedures under the Bribery Act 2010, to prevent corruption and bribery offences and enforce them if this applies.

Any person or company who is not named in the Schedule has no right under the Contracts (Rights of Third-Parties) Act 1999 (or any other law) to enforce any term of this Section.

When the Period of Insurance ends, the Conditions relating to indemnity, waivers, limits of remedies and limits of legal responsibilities will stay in full force.

If any term of this Section is found to be illegal or cannot be enforced, it will not affect any of the other terms of the Section.

We may appoint subcontractors to support the Inspection Services but We will still be responsible for any subcontracted work.

This Section (including any applicable General Policy terms and Conditions) represents the entire agreement between You and Us and replaces all previous agreements, whether spoken or written.

We do not have to employ any of Your Employees or the Employees of Your previous Service Provider in connection with this Inspection Services Section. You must indemnify Us against all damages, costs and expenses We may suffer as a result of any claim (including for dismissal) or demand of any nature by any Employee against Us.

If We or You fail to enforce any of the rights under this Section, it does not mean they cannot be enforced in the future.

## Computer

This Section is only operative if specified in the Schedule.

### Section Definitions

The following Definitions apply to this Section and shall keep the same meaning wherever they appear in the Section they should also be read in conjunction with the General Definitions at the start of the Policy

#### Computer Equipment

Computers and associated equipment, telecommunications equipment and software and programs used to process Data, but not including:

1. Portable Equipment;
2. Electronic Office Equipment;
3. equipment controlling manufacturing processes, or forming part of machinery; or
4. equipment held as stock or which You have manufactured and is intended for sale or repair in the course of Your Business.

#### Computer System

Hardware, Data, computer networks, websites, intranet and extranet sites.

#### Computer Virus

Any malware, program code or programming instruction designed to have a damaging effect on a Computer System.

#### Cyber Attack

Computer Virus, Hacking or Denial of Service Attack.

#### Damage

Total or partial loss, damage, destruction, breakdown or corruption.

For the purposes of this Section, the General Definition of Damage does not apply.

#### Data

Facts, concepts, information, ideas, text, recordings and images which are converted to a form which can be processed by Hardware, but not including software and programs.

#### Data Privacy Obligations

Legal obligations relating to securing, managing and preventing unauthorised access or use of Data, and arising under:

1. relevant data-protection regulations anywhere in the world associated with the confidentiality of, access to, control of and use of Personal Data which are in force at the time of the occurrence;
2. guidance from the Information Commissioner's Office or similar organisations worldwide;
3. the Payment Card Industry Data Security Standard or other contractual obligations relating to handling credit-card and debit-card information; or
4. privacy statements and confidentiality agreements.

## Computer

### Denial of Service Attack

Malicious and unauthorised attack which overloads any Computer System.

### Electronic Office Equipment

Photocopiers, fax machines, shredders, addressing machines, franking machines, televisions and associated equipment, DVD and CD recorders and players, video and audio conferencing and projection equipment and associated software and programs.

### Hacking

Unauthorised access or malicious access to any Computer System by electronic means.

### Hardware

Computer Equipment, Portable Equipment and Electronic Office Equipment owned, hired, leased or rented by You insured under the Hardware Sub-Section of this Section.

### Indemnity Period

The period during which the operations of Your Business suffer interference as a result of Damage to Hardware or Prevention of Access, starting on the date of the Damage to Hardware or Prevention of Access and ending no later than the last day of the Indemnity Period shown in the Schedule.

### Insured Event

1. Damage to Hardware;
2. loss, corruption, accidental or malicious deletion of or change to, unauthorised access to, or theft of Data;
3. Damage to websites, intranet or extranet sites;
4. failure of, or variation in, the supply of electricity or telecommunications networks owned and operated by You affecting Your Computer System, the Computer System of a Service Provider or customer of Yours;  
and
5. Prevention of Access.

### Personal Data

Information which could identify a person or allow identity theft or other fraud to take place.

### Portable Computer Equipment

1. Laptops, palmtops, notebooks and tablet computers;
2. removable satellite-navigation systems;
3. digital cameras; and
4. smartphones  
and associated software and programs.

### Prevention of Access

Prevention of access to, or use of, Your Computer System as a result of a public or police authority using its powers to protect Property following physical damage caused by fire, lightning, explosion or aircraft and other aerial devices to Property within a mile of Your Premises

### Service Provider

A business that You hire under a written contract to perform services on Your behalf in connection with Your Business.



## Cover

### Hardware Sub-Section

We will pay You for Damage to Hardware if that Damage arose during the Period of Insurance and while the Hardware was at the Premises.

We will not pay more than the Sum Insured specified in the Schedule for the Hardware Sub-Section.

### Reinstatement of Data Sub-Section

We will pay the cost of investigating and reconfiguring Your Computer System and the Computer System of a Service Provider (including the cost of restoring and recreating Data) Caused By an Insured Event You discover during the Period of Insurance.

The cover provided by this Sub-Section does not include the value of Data to You, even if the Data cannot be restored or recreated.

### Increased Costs of Working Sub-Section

We will pay extra costs to prevent or reduce the disruption to the functions carried out by Your Computer System during the Indemnity Period arising as a result of an Insured Event You discover during the Period of Insurance.

We will not pay more than the Sum Insured specified in the Schedule for the Increased Cost of Working Sub-Section.

### Virus Hacking and Denial Of Service Attack Sub-Section

We will pay for

1. Direct Physical damage to Hardware insured under Hardware Sub-Section;
2. costs incurred in Reinstatement Of Data insured under Reinstatement of Data Sub-Section;
3. Increased Costs Of Working insured under Increased Cost of Working Sub-Section;

resulting from a Cyber Attack provided that the respective Sub-Section(s) are operative.

We will not pay more than;

- a. the amount specified in the Schedule against Virus Hacking And Denial Of Service Attack Sub-Section;
- b. the aggregate of Sums Insured specified in Reinstatement of Data Sub-Section and Increased Costs Of Working Sub-Section in the Schedule;

or

- c. £100,000;

Whichever is least in respect of any one loss or series of losses under 1. 2. and 3. Above arising from any one occurrence.

We will not pay for costs more specifically insured under the Section Extension titled "Avoiding Corruption".

## Section Extensions

All the following Extensions shall apply to this Section subject to all other terms Conditions and Exclusions of this Policy.

### Waiver of Subrogation Rights

We agree to give up Our rights to recover any amounts from:

1. Your parent company or a subsidiary company of Yours;
2. any company which is a subsidiary of Your parent company;

## Computer

3. any user of Your Hardware, other than a Service Provider, authorised in writing by You before an insured loss; or
4. any of Your:
  - a. Employees;
  - b. Directors, officers, principals, partners or members whilst working for You or under Your control in connection with Your Business

unless an insured loss happens as a result of a dishonest, fraudulent, criminal or malicious act or decision.

This will only apply if any of the above keep to the terms and Conditions of Your Policy as if they were You.

### Avoiding Corruption

1. We will pay the cost of locating and removing a Computer Virus from Your Computer System which has not necessarily caused any Damage or disruption; and
2. where a Computer Virus or Hacking Attack has affected Your Computer System during the Period of Insurance, We will pay the cost of hiring professional consultants to make recommendations on how to prevent Your Computer System from being infected by Computer Virus or to prevent Hacking.

We will not pay more than £10,000 under this Extension.

### Loss Avoidance Measures

We will pay the cost of preventing or minimising actual or expected Damage or other loss covered by this Section, as long as:

1. Damage or other loss would be expected if the measures were not taken;
2. We are satisfied that the Damage or other loss has been prevented or minimised by these measures; and
3. the cost is limited to the cost of Damage or other loss which would have been caused.

The full terms and Conditions of the Section apply as if Damage or other loss covered by the Section had arisen.

### Temporary and Fast-tracked Repair

If We accept a claim for Damage or other loss, We will pay an additional amount for the cost of making temporary repairs and fast-tracking a permanent repair, replacement or restoration.

The most we will pay for each occurrence is:

1. 50% of the cost of Damage or other loss covered by this Section, or
2. £50,000

whichever is the least.

### Investigation Cost

If We accept a claim for Damage or other loss, and We agree in writing, We will pay the cost of investigating possible repair, replacement or restoration.

The most we will pay under this Extension is £25,000 in any one Period of Insurance.

## Extensions Of Cover Applicable To Hardware Sub-Section only

In addition to the cover provided under Hardware Sub-Section of this Section the following extensions will apply subject to all other terms, Conditions and Exclusions of this Policy.

### Extra Hardware

In respect of any;

## Computer

1. Hardware which You get during the Period of Insurance at any existing Premises, or
2. Hardware at any new Premises owned, leased or occupied by You within the Territorial Limits which You have accidentally failed to tell Us about

The Sum Insured for the Hardware Sub-Section is automatically increased by a maximum of £500,000 to include such Hardware.

### Waste Electrical and Electronic Equipment Directive

If we have agreed to pay for Damage to Hardware, We will pay the cost of removing and disposing of Damaged Hardware. We will also pay the cost of You keeping to the Waste Electrical and Electronic Equipment Directive and any revisions to it.

The most we will pay for each occurrence is £25,000.

### Temporary Removal

We will pay for Damage to Hardware while it is temporarily removed to, or being transported to or from any other location anywhere in the world.

The most we will pay for each occurrence is £50,000.

### Gas Flooding Systems

We will pay for the cost of:

1. refilling or replacing the cylinders of any gas-flooding system set off accidentally at the Premises, and
2. cleaning up and repairing Damage to any Property.

### Extra Hire or Lease Costs

If We have agreed to pay for Damage to Hardware, We will pay for the following.

1. Extra hire, lease or rental costs arising out of changes to or replacement of an existing hire, lease or rental agreement. Any payment We make under this extra cover will end:
  - when the hire, lease or rental agreement in force at the time of the Damage ends; or
  - 12 months after the date of the Damage;whichever comes first.
2. Continuing hire, lease or rental costs which You are legally liable to pay.
3. The cost of payments You have to continue paying, under any extended warranty, maintenance contract or repair-service agreement, for Hardware which has been Damaged and is no longer in use. Any payment We make under this extra cover will end:
  - when the warranty, maintenance contract or repair-service agreement ends; or
  - 12 months after the date of the damage;whichever comes first.
4. The cost to You of any unused parts of any non-refundable extended warranties, maintenance contracts or repair-service agreements for Hardware which has been Damaged and is no longer in use.

The most we will pay for each occurrence is £25,000.

### Fire Brigade Charges

If We have agreed to pay for Damage, We will pay for the charges You have to pay for the fire service, or any other organisation responsible for protecting the public, attending the Premises.

The most we will pay for each occurrence is £50,000.

### Recovery of Hardware

If We agree in writing, We will pay for the cost of investigating and recovering lost or stolen Hardware which contains Data that may result in You being prosecuted, Your reputation being damaged, or You suffering a financial loss as the result of loss of or publication of that Data.

The most We will pay for each occurrence is £10,000.

### Security Guard Costs

If We have agreed to pay for Damage to Hardware, We will also pay for the cost of You employing temporary security guards at Your Premises, as long as:

1. We are satisfied that security guards are needed to protect Hardware; and
2. the security guards are members of the International Professional Security Association (IPSA).

If security guards are needed for more than seven days, We must agree to this in writing.

The most We will pay for each occurrence is £25,000.

### Trace and Access

We will pay the cost of finding the point where any substances which have caused, or would cause, Damage to Hardware have escaped from. We will also pay the cost of repairing floors, walls and ceilings damaged in the course of the investigation.

The most We will pay for each occurrence is £25,000.

### Incompatibility

If We have agreed to pay for Damage to Hardware, We will pay the extra cost of modifying Your Computer System if replacement parts or software are incompatible with it.

The most We will pay for each occurrence is £50,000.

## Extensions of Cover Applicable to Increased Costs Of Working Sub-Section

In addition to the cover provided under Increased Costs Of Working Sub-Section the following extensions will apply subject to all other terms, Conditions and Exclusions of this Policy

### Accountant Fees

We will pay the cost of You providing Us with the information We need to work out the amount We should pay, as a result of:

1. extra staffing costs; and
2. extra fees charged by Your usual auditors or accountants.

The most We will pay for each occurrence is £50,000.

### Loss of Interest

If an Insured Event interrupts the functions carried out by Your Computer System, We will pay You:

1. interest that You would have earned on money that would have been received as recorded in Your normal accounts; and
2. interest due on money borrowed to maintain normal revenue, less any normal savings in cost.

The most we will pay for each occurrence is £10,000

## Conditions

The following Conditions apply to this Section and should be read in conjunction with the General Conditions applying to the whole Policy. If You do not keep to any Condition of this Section, and that Condition is relevant to Your claim, We may refuse to pay part or all of the claim.

### 72 Hours Clause

For any claim resulting from earthquake, storm or flood, all Damage or other loss arising within a 72-hour period will be considered to be a single occurrence and so there will be a single Sum Insured and a single Excess. You can choose the moment the 72-hour period starts, as long as it ends within the Period of Insurance.

### Abandonment

You are not entitled to abandon Your Hardware whether or not We have taken possession of it.

### Caring For Your Hardware

You must:

1. make sure that Your Hardware is maintained, inspected and tested as recommended by the manufacturer;
2. keep a record of all maintenance and Data back-up procedures and maintenance carried out, and let Us check those records;
3. take all reasonable steps and precautions to prevent or reduce Damage or other loss covered by this Section; and
4. not continue to use Hardware after Damage, unless We have given Our written permission.

### Data Backup

You must back up original Data at least once every seven days.

If a Service Provider processes or stores Data for You, You must make sure that the terms of the contract between You and the Service Provider allow Data to be backed up in line with this Condition.

You must take precautions to make sure that all Data is stored safely.

If You have failed to keep to this Condition, We may still pay a claim if You can show that formal procedures are in place to keep to this Condition and that the failure was an accidental oversight or as a result of circumstances beyond Your control.

### Defence Software

Your Computer System must be protected by a virus-protection software package which is:

licensed to You;

1. paid for and not freely available; and
2. updated at least once every seven days.

Your Computer System must also be protected by a firewall on all external gateways to the internet, and that firewall must be maintained.

## Conditions applicable to Hardware Sub-Section

The following Conditions apply to this Cover and should be read in conjunction with the General Conditions applying to the whole Policy

### Basis Of Settlement

We may repair, replace or pay out money for Damage to Your Hardware. We will pay to repair or replace (as new) with Hardware of the same capacity or performance. If Hardware of the same capacity or performance is no longer available, We will pay to repair or replace with the nearest higher equivalent.

Where necessary, replacement Hardware will be provided by, and be capable of being supported by, any existing supplier, maintenance contract or software and system-support agreement.

If Hardware is not being repaired or replaced, We have the right to pay no more than the value of the Hardware immediately before the Damage, after making an allowance for fair wear and tear.

The most we will pay for each occurrence is the Sum Insured plus any limit stated for any Extensions provided under this Sub-Section, regardless of the number of people or organisations insured by Your Policy.

## Section Exclusions

The following Exclusions apply to this Section and should be read in conjunction with the General Exclusions

We will not pay for any claim, cost or loss Connected With the following:

### Circumstances Before Your Policy Started

Circumstances which existed before any cover provided by Your policy started, and which You knew about.

Claims or circumstances which You have already reported, or which You should have reported, to a previous insurer before the Period of Insurance.

### Consequential Loss

Loss of use or consequential loss of any kind, unless otherwise covered elsewhere under this Section, or penalties You have to pay under a contract for any delay or in connection with guarantees of performance or efficiency.

### Cyber Attack

Any cost or loss Caused By a Cyber Attack other than as provided in the Virus, Hacking and Denial of Service Attack Sub-Section.

### Extortion or Ransom

Any extortion, blackmail or ransom payments or demands.

### Intentional Acts

Any intentional act, or failure to act, by You unless the act or failure to act is a measure to prevent or minimise injury, Damage to Your Hardware or other loss covered by this Section.

### Normal Upkeep

The cost of normal Computer System maintenance.

### Nuclear Risks

loss or Damage caused by or arising out of:

1. Ionising radiation from, or contamination by, radioactivity from any nuclear fuel or nuclear waste, or from burning nuclear fuel.

## Computer

2. The radioactive, toxic, explosive or other dangerous properties of any nuclear installation, reactor or other nuclear equipment, or any nuclear part of them.
3. Any weapon or device using atomic or nuclear fission, fusion or similar reaction, or radioactive force or material.
4. The radioactive, toxic, explosive or other dangerous properties of any radioactive material.
5. Any chemical, biological, biochemical or electromagnetic weapon.

### Nuclear Sites

Damage caused to or liability arising from Damage to any:

1. nuclear material;
2. Hardware in the high radioactivity zone or area of any nuclear installation; or

Hardware at sites or installations directly involved in the production, use or storage of nuclear material.

### Telecommunications Systems

Atmospheric or environmental conditions causing temporary interference with any satellite signal.

### Trading Risk

Your commercial decision to stop trading, or the decision of a Service Provider, customer or supplier of Yours to stop or reduce trade with You or restrict services.

### Wear and Tear

Losses due to:

1. wear and tear, gradual deterioration or rust;
2. scratching or chipping of painted or polished surfaces;
3. erosion or corrosion; or
4. gradual reduction in performance.

However, We will pay for loss resulting from the causes above which We would otherwise have paid under this Section.

### Your Insolvency or Bankruptcy

Any loss, Damage, liability, cost or expense of whatsoever nature Connected With Your insolvency or bankruptcy.

## Exclusions applicable to Hardware Sub-Section only

The following Exclusions apply to Hardware Sub-Section and should be read in conjunction with the General Exclusions

We will not pay for

1. the cost of repairing, putting right, replacing or restoring any Damage if that cost can be recovered under any manufacturer's or supplier's guarantee or warranty, or any maintenance contract.
2. disappearances or shortages which are discovered when carrying out checks or inventories and cannot be accounted for

## Exclusions applicable to Reinstatement of Data Sub-Section and Increased Cost of Working Sub-Section only

The following Exclusions apply to Reinstatement of Data Sub-Section and Increased Cost of Working Sub-Section and should be read in conjunction with the General Exclusions.

We will not pay for:

1. Any cost or loss caused by or resulting from the failure or interruption of any electrical power supply network or telecommunication network not owned and operated by You. This exclusion shall not apply to any cost or loss caused by or resulting from physical damage, if otherwise insured by this Section, to the electrical power supply network, telecommunication network or other property.

Telecommunication networks include:

- the internet,
- internet service providers,
- Domain Name System service providers
- cable and wireless providers
- internet exchange providers
- search engine providers
- internet protocol networks (and similar networks that may have different designations) and other providers of telecommunications or internet infrastructure.

## Section Endorsements

Subject otherwise to the terms Conditions and Exclusions of this Policy the following Endorsements will only apply if specified in the Schedule.

### Residual Breakdown Limitation

We shall not be liable for loss or damage caused by or arising out of

1. fire lightning explosion earthquake flood inundation storm tempest escape of water from water containing apparatus | leakage from sprinkler installations aircraft and other aerial devices or articles dropped therefrom or malicious damage
2. theft or any attempt thereat
3. accidental damage
4. failure or fluctuation of power supply

Subject otherwise to the terms Conditions and Exceptions of this Policy

### Residual Breakdown Cover

We shall not be liable for loss or damage caused by or arising out of Breakdown unless a Maintenance Agreement is in force at the time of the loss or Damage

Subject otherwise to the terms Conditions and Exceptions of this Policy



## Business All Risks (Specified Items)

This Section is only operative if specified in the Schedule.

### Business All Risks (Specified Items): Definitions

The following Definitions apply to this Section only.

#### Defined Peril

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

#### Geographical Limits

The following if specified in the Schedule:

1. the Premises
2. anywhere in the Territorial Limits including the Premises
3. anywhere in the Territorial Limits including the Premises and the countries of the European Union
4. anywhere in the World

#### Property Insured

As detailed in the Schedule.

#### Responsible Person

You or a person authorised by You to be responsible for the security of the Premises

### Business All Risks (Specified Items): Insuring Clause

We shall pay You for Damage occurring during the Period of Insurance to Property described in the Schedule provided the Damage occurs within the Geographical Limits as detailed in the Schedule.

The Sums Insured under each item are separately subject to Average.

#### Limit of Liability

We shall not pay more than the Sum Insured shown against each item in the Schedule.

#### Basis of Claims Settlement

We shall pay an amount equal to the cost of repair, reinstatement or replacement of the property to a condition and specification substantially the same as its condition when new, up to the Sum Insured.

Provided that repair, reinstatement or replacement has been effected.

## Business All Risks (Specified Items): Exclusions

We shall not pay for

1. consequential loss
2. Damage Connected With
  - a. inherent vice, latent defect, gradual deterioration, wear and tear, frost, change in water table, Your own faulty or defective design or materials
  - b. faulty or defective workmanship, operational error or omission on the part of You or Your Employees

but this shall not exclude subsequent Damage which itself results from a cause not being an excepted cause under this Section or otherwise excluded

3. Damage Connected With
  - a. corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin or insects
  - b. change in temperature or atmospheric or climatic conditions
  - c. mechanical or electrical breakdown or derangement of the Property Insured in which such breakdown or derangement originates

but this shall not exclude

- a. such Damage which itself results from a Defined Peril or from another cause not being an excluded cause under this Section or otherwise excluded
  - b. subsequent Damage which itself results from a cause not being an excluded cause under this Section or otherwise excluded
4. Theft from an unattended vehicle or trailer vehicle, unless:
  - a. all doors and windows and other means of access are securely fastened and locked; and
  - b. all valuable items are locked in secure compartments and hidden from view; and
  - c. any security devices for protection of the vehicle are put into full and effective operation; and
  - d. outside of Your usual trading hours the vehicle is parked within a secure compound or locked within a secure garage.
5. Damage Connected With
  - a. acts of fraud or dishonesty by Your Employees
  - b. unexplained disappearance, unexplained or inventory shortage misfiling or misplacing of information
  - c. a process of fitting, testing, servicing, repair, renovation or adjustment
6. the Excess stated in the Schedule

## Business All Risks (Specified Items): Conditions

### Automatic Reinstatement

Unless We advise You to the contrary, the Sum Insured by this Section shall not be reduced by the amount of a loss. In return, You undertake to pay the extra premium We require.

### Average

You must ensure that the Sum Insured for each item in the Schedule is sufficient for Reinstatement, assuming that the item is destroyed and the Reinstatement cost is calculated in accordance with the Basis of Claims Settlement in this Section.

You shall be considered as Your own insurer for the difference and bear a proportionate share of the loss if the Sum Insured is insufficient when the Damage occurs.

### Intruder Alarm System

This Condition shall only apply if it is specified in the Schedule

For the purpose of this Condition only the following definitions apply

#### Damage

Loss, destruction of or damage to the Property Caused By fire, explosion, riot, civil commotion, strikers, locked out workers or persons taking part in labour disturbances, malicious persons and theft

#### Intruder Alarm System

an electrical installation to detect and indicate the presence, entry or attempted entry of an intruder into Protected Premises

#### Protected Premises

the Premises or those portions of the Premises protected by the Intruder Alarm System as required by Us

#### Responsible Person

You or someone authorised by You to be responsible for the security of the Premises

#### Keyholder

You or a person or key holding company authorised by You who must be available at all times to accept notification of faults or alarm signals relating to the Intruder Alarm System attend and allow access to the Premises

We shall not pay You for Damage Connected With Your failure to ensure that:

1. the Premises are protected by an Intruder Alarm System and means of communication to transmit signals from the Intruder Alarm System, which is designed, installed and maintained as agreed by Us.
2. the Protected Premises has at least one Responsible Person in attendance
  - a. unless the Intruder Alarm System is set in its entirety with all means of communication used to transmit signals in full operation
  - b. if the police have withdrawn their response to alarm calls

unless We agree otherwise
3. in the event of notification of activation of the Intruder Alarm System, or interruption of any of the means of communication during a period that the Intruder Alarm System is set, a Keyholder shall attend the Premises as soon as reasonably possible in order to confirm the security of the Premises and reset the Intruder Alarm System in its entirety. If the Intruder Alarm System cannot be reset in its entirety or all the means of communication used to transmit signals are not in full operation, a Keyholder must remain at the Premises, unless We agree otherwise in writing
4. You advise Us as soon as possible and not later than 10.00am on Our next working day
  - a. that police attendance in response to alarm signals/calls from the Intruder Alarm System may be withdrawn or the level of response reduced or delayed
  - b. of notice from a Local Authority or Magistrate imposing a requirement for abatement of nuisance
  - c. that the Intruder Alarm System and the means of communication used to transmit signals from such installation cannot be returned to or maintained in full working order

and that You comply with Our subsequent requirements
5. there is no alteration or substitution of
  - a. any part of the Intruder Alarm System
  - b. the structure of the Premises or changes to the layout of the Premises which would affect the effectiveness of the Intruder Alarm System
  - c. the means of communication used to transmit signals from the Intruder Alarm System
  - d. the procedures agreed with Us for police or other response to activation of the Intruder Alarm System
  - e. the maintenance contract

without Our written agreement

6. You and each Keyholder must maintain secrecy of codes and security of keys and setting/unsetting devices for the operation of the Intruder Alarm System. All keys and other setting/unsetting devices for the Intruder Alarm System must be removed from the Premises when they are left unattended.
7. 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 other such company as agreed by Us
8. You appoint at least two Keyholders and lodge written details (which must be kept up to date) with the alarm company contracted to maintain the Intruder Alarm System and with the police if they so require

#### **Theft Protections**

We shall not pay You for claims under this Section for Damage at the Premises outside Business Hours Connected With Your failure to ensure that all fastenings and protections on the Premises at the commencement of this insurance and all additional fastening and protections which have been stipulated by Us are maintained during the currency of this Policy.

## Loss of Licence

This Section is only operative if specified in the Schedule.

### Loss of Licence: Definitions

The following Definitions apply to the Loss of Licence Section only.

#### Licence

A licence granted in respect of Premises specified in the Schedule under the Licensing Act 2003 or any subsequent legislation for the sale of alcohol.

#### Loss of Licence

Temporary or permanent:

1. forfeiture of a Licence; or
2. refusal to renew a Licence

by the licensing authority occurring during the Period of Insurance and Caused By circumstances beyond Your control.

### Loss of Licence: Insuring Clause

We shall pay the reduction in market value of Your interest in;

1. the Premises; or
2. the Business (whichever is the lesser)

Caused By a Loss of Licence.

We will also pay the costs which You reasonably incur with Our written consent to appeal against a Loss of Licence.

Our liability will not exceed the Sum Insured for Loss of Licence which is specified in the Schedule.

### Loss of Licence: Exclusions

We shall not make any payment under this Section if:

1. You are entitled to obtain payment of compensation under any legislation or Bye-law in respect of the refusal to renew the Licence; and/or
2. The Loss of Licence is Connected With:
  - a. a town planning improvement or redevelopment;
  - b. a change in law;
  - c. compulsory purchase or surrender; or
  - d. a reduction or redistribution of Licences by the Licensing Authority.

### Loss of Licence: Obligations

The obligations listed below apply to the Loss of Licence Section and must be complied with throughout the Period of Insurance. They should be read in conjunction with the Your Obligations and Conditions section of the Policy. If You fail to comply in any respect, We shall not pay a claim which is Connected With Your non-compliance.

1. You must notify Us in writing immediately and supply such additional information and give assistance as We may reasonably require if You become aware of any:
  - a. complaint Connected With the Business and/or Premises;
  - b. legal proceedings of any nature against the licence holder, manager of the Business, tenant or occupier of the Premises where the honesty, moral standing, sobriety, character or reputation of the person concerned is called into question;
  - c. change in the tenancy of the Premises;
  - d. change in the management of the Business;

- e. transfer or proposed transfer of the Licence;
  - f. alteration in the purpose for which the Premises is used;
  - g. objection to renewal or other circumstances which may endanger the Licence or its renewal.
- 2. In the event of the death, bankruptcy or incapacity, desertion of the Premises or criminal conviction of the licence holder, tenant, manager or occupier, You must at Our reasonable request appoint a suitable replacement to whom the Licence may be transferred or a new licence may be granted.
- 3. In the event of the Licence being forfeited or refused renewal, You must:
  - a. give written notice to Us within 48 hours of receiving knowledge of such event stating the grounds upon which the licence was forfeited or refused renewal;
  - b. give Us all assistance that We may reasonably require for the purpose of an appeal against such forfeiture or refusal to renew and allow Our solicitors and Us full discretion in the conduct of such proceedings;
  - c. apply for the grant of a new Licence which will enable You to continue the Business with a minimum of interruption;
  - d. provide a statement of loss together with any supporting information or declaration that We may reasonably require; and
  - e. allow Us free access to the Premises and the books and accounts of the Business as may be necessary for ascertaining the value of any loss.

## Terrorism

This Section is only operative if specified in the Schedule.

### Terrorism: Definitions

#### Terrorism

An act or series of acts including the use of force or violence and actual or attempted Sabotage, of a person or group of persons, whether acting alone or in connection with an organisation, committed for political, religious or ideological purposes including the intention to influence any government and/or to put the public in fear.

#### Occurrence

A loss or series of losses Caused By an act of Terrorism, for the same purpose or cause, sustained by You during any period of 72 consecutive hours.

No period of 72 consecutive hours may extend beyond the Period of Insurance unless You first sustain Damage by Terrorism during the Period of Insurance and within the said 72 consecutive hours, nor shall any period of 72 consecutive hours commence prior to the Period of Insurance.

#### Property Insured

As defined in the Property Section.

### Terrorism: Cover

We shall pay for:

1. Damage to Property Insured (as defined in the Property Section) Caused By an Occurrence of Terrorism;
2. looting to Property Insured at the Premises following an Occurrence of Terrorism;
3. interruption to the Business arising solely and directly from Damage Caused By an Occurrence of Terrorism to Property used by You at the Premises for the purpose of the Business;
4. interruption to the Business Caused By an Occurrence of a Terrorism Extension Event;

provided that the occurrence of Terrorism takes place during the Period of Insurance and within the Territorial Limits.

We shall settle claims consistently with the terms of the Property and Business Interruption Sections of the Policy, as appropriate, and Our liability for Damage to Property and interruption shall not exceed the relevant Sum Insured as specified for those Sections.

### Terrorism: Extension Events

#### Brand Rehabilitation

Following interruption to the Business Caused By Terrorism at or within one mile of the Premises, We shall pay the reasonable costs which You incur to hire a professional advertising and/or public relations consultant, for up to 60 days, solely to mitigate loss which is insured by this Section.

Our liability for the costs of professional advertising and public relations shall not exceed a maximum of 10% of the Sum Insured for Business Interruption or £100,000, whichever is lesser, such amount to form part of the Sum Insured for Rental Income.

### Claims Preparation Costs

We will pay for reasonable costs incurred by You for the preparation, presentation, certification, negotiation or verification of a specified claim under this Section of Your Policy subject to prior written consent from Us. For the purposes of this extension a specified claim means any claim in excess of £50,000 provided that

1. We have the right to review and audit all documentation relating to the costs;
2. the costs are not otherwise covered under Your Policy;
3. these costs will not include the fees and costs of lawyers, loss assessors and loss appraisers or any of their subsidiaries, related or associated entities, either partially or wholly owned by them or retained by them for the purpose for assisting them

Our liability under this extension shall not exceed £100,000 for all claims arising during the Period of Insurance.

### Damage to Property of telecommunications supplier

Damage to the Property of Your land-based telecommunications supplier Caused By an Occurrence of Terrorism, which causes a failure of supply to Your Premises. We shall not pay for interruption lasting less than 4 consecutive hours.

Our total liability under this Extension for all Occurrences in the Period of Insurance shall not exceed 10% of the Sum Insured or £1,000,000.

### Damage to Property of utility supplier

Damage to the Property of Your electricity, gas or water supplier Caused By an Occurrence of Terrorism, which causes a failure of supply to Your Premises lasting more than 24 hours.

Our total liability under this Extension for all Occurrences in the Period of Insurance shall not exceed 10% of the Sum Insured or £1,000,000.

### Damage at premises of Customers and Suppliers

Damage Caused by an Occurrence of Terrorism to Property at a site within the Territorial Limits

1. to which goods are physically supplied from the Premises; or
2. from which goods are physically supplied to the Business for use at the Premises

including any site specified by address in the Schedule.

Excluding the premises of any supply undertaking from which You obtain gas, water, electricity or telecommunications services.

Our total liability under this Extension for all Occurrences in the Period of Insurance shall not exceed 10% of the Sum Insured or £500,000.

### Damage to Your Property Away from the Premises

Damage Caused By an Occurrence of Terrorism to Property which You own or for which You are responsible whilst stored in premises which You do not wholly or partly occupy.

We shall not pay for loss Connected With Damage to Property occurring:

1. at premises which You partially or wholly occupy;
2. outside the Territorial Limits; or
3. when the Property suffering Damage is not insured for the cost of reinstatement.

Our total liability under this Extension for all Occurrences in the Period of Insurance shall not exceed £500,000.



### Loss of Rent and Alternative Accommodation

We will pay if a Premises occupied solely for residential purposes cannot be lived in or if access to it is denied as a result of an Occurrence of Terrorism at or within 3 miles of the Premises to the extent that they are not otherwise insured for

1. loss of rent including ground rent and management charges You should have received but have lost;
2. the cost of reasonable alternative accommodation incurred by any owner or lessee if this is necessary;
3. the cost of reasonable accommodation in kennels and/or catteries for dogs and/or cats belonging to any Tenant where such pets are not permitted in any alternative accommodation
4. temporary storage of Your furniture

Provided that the maximum we will pay in respect of any one Occurrence is 20% of the Sum Insured on the Buildings of the Premises unless specified differently on the Policy Schedule

### Prevention of access

An Occurrence of Terrorism within one mile of the Premises, which causes a competent civil or military authority to make an order preventing access to the Premises.

We shall not pay for loss:

1. Caused By a prevention of access which lasts less than 24 consecutive hours;
2. Caused By an order which compels Your Business to cease operating at the Premises; or
3. comprising the costs of cleaning, repair, replacement, recall or checking of Property.

The maximum We will pay for all Occurrences in the Period of Insurance will not exceed:

3. the lesser of 10% of the Sum Insured or £500,000, or
4. £1,000,000 following Damage

We will not pay for failure lasting less than 24 consecutive hours

### Threat or hoax

The threat or hoax of Terrorism affecting an area less than 2 square miles, which causes a competent civil or military authority to make an order which:

1. prevents access to the Premises;
2. requires evacuation of the Premises; or
3. requires an emergency lockdown of the Premises.

If the threat or hoax occurs at the Premises or is made directly to You or Your Tenant, We shall pay for loss which occurs without the order of an emergency service provided that You report the threat or hoax to an emergency service as soon as reasonably practicable and the emergency service confirms in writing that a report was made.

We shall not pay for interruption lasting less than 4 hours.

The maximum We will pay for all Occurrences in the Period of Insurance shall not exceed £500,000.

### Terrorism: Exclusions

We shall not pay for loss Connected With or comprising any of the following.

#### Chemical and biological emissions

Chemical or biological emission, release, discharge, dispersal or escape or chemical or biological exposure of any kind.

**Confiscation**

Confiscation, nationalisation, requisition, detention, embargo, quarantine, or the order of a public authority which deprives You of the use or value of Your Property.

**Cyber**

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 an electromagnetic weapon.

This exclusion does not apply to loss Caused By the use of an electronic system to fire, launch or control a weapon or missile.

This exclusion is additional to the General Exclusion for Cyber.

**Illegal trade**

Illegal transportation or trade.

**Malicious persons**

Vandals or other persons acting maliciously or by way of protest or strikes, labour unrest, riots or civil commotion.

**Microorganisms**

Bacteria, microorganism, mould, mildew, fungus, spores or virus.

**Nuclear risk**

Nuclear detonation, nuclear reaction, nuclear radiation or radioactive contamination, however such nuclear detonation, nuclear reaction, nuclear radiation or radioactive contamination may have been caused.

**Pollution**

Seepage or discharge of pollutants or contaminants, including but not limited to solid, liquid, gaseous or thermal irritant, contaminants or toxic or hazardous substances or any substances the presence, existence or release of which endangers or threatens to endanger the health, safety or welfare of persons or the environment.

This exclusion does not apply to pollution Caused By Damage to Property Insured.

**Prevention or control of Terrorism**

Measures taken without Our prior written consent to prevent, suppress or control actual or potential Terrorism.

**Seizure**

Seizure or legal or illegal occupation.

**Unexplained loss**

Mysterious disappearance or unexplained loss.

**Weapons**

Atomic, chemical, biological, bio-chemical, electromagnetic, fission, laser, radiological or thermonuclear weapons, or weapons of mass destruction.

## How to Complain

If You have an enquiry about Your Policy, please contact Your insurance agent who arranged the Policy for You.

If You have a complaint arising from Your Policy please contact:

Complaints Manager  
Arch Insurance (UK) Limited  
5th Floor  
60 Great Tower Street  
London EC3R 5AZ

[complaints@archinsurance.co.uk](mailto:complaints@archinsurance.co.uk)

For complaints relating to the Legal Expenses Section, including complaints relating to the helplines and online tools, please contact

Customer Relations Department  
DAS Legal Expenses Insurance Company Limited  
DAS House  
Quay Side  
Temple Back  
Bristol  
BS1 6NH

Email: [customerrelations@das.co.uk](mailto:customerrelations@das.co.uk)

Telephone: 0344 893 9013

Or complete an online complaint form at [www.das.co.uk/about-das/complaints](http://www.das.co.uk/about-das/complaints)

If We have not resolved Your complaint within eight weeks or You are not satisfied with Our response, You may be able to refer it to the Financial Ombudsman Service. You must do this within six months of receiving Our final response letter. Contact details for the Financial Ombudsman Service are:

Financial Ombudsman Service  
Exchange Tower  
London E14 9SR

[www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

Telephone: 0800 023 4567/ 0300 123 9 123

Fax: 020 7964 1001

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Following the complaints procedure does not affect Your rights to take legal action.

## 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](http://www.fscs.org.uk)

## Fair Processing Notices

### Arch 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](mailto:DPO@archinsurance.co.uk) or in writing to Compliance Team, 5th Floor, 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).

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 Employers' 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](http://www.archcapgroup.com/Privacy-and-Data-Protection-Policy)

## DAS Fair Processing Notice

In addition to any other data processing notice provided in relation to this Policy, data under this Policy will be processed by DAS, who are committed to processing personal information fairly and transparently. This section is designed to provide a brief understanding of how DAS collect and use this information.

To comply with data protection regulations DAS are committed to processing personal information fairly and transparently. This section is designed to provide a brief understanding of how DAS collect and use this information. A full copy of DAS' privacy notice can be found on DAS' website - [www.das.co.uk/legal/privacy-statement](http://www.das.co.uk/legal/privacy-statement). If You require a written copy of DAS' privacy notice please email [dataprotection@das.co.uk](mailto:dataprotection@das.co.uk).

### How DAS collect Your information

DAS will either collect information directly from You, from someone who has authority to make a claim on Your behalf, or via DAS' partners when You:

- purchase a DAS product;
- request or obtain a quote;
- use Your policy, such as making a claim or use one of DAS' helplines;
- request an update on Your claim;
- make a complaint;
- use DAS' websites;
- contact DAS or one of its partners by telephone, by post or email, or when You communicate via online channels.

Types of information DAS will typically ask for include basic personal details such as Your name, address, e-mail address, telephone number, date of birth or age and marital status. DAS will also need details of Your claim, which may include sensitive personal information depending on the nature of Your claim. DAS will always be clear why DAS need this information and the purposes for which DAS will use it.

### How DAS will use Your information

DAS will use Your information to:

- manage Your policy;
- manage Your claim, including providing updates and in order to make decisions relating to policy coverage;
- provide You with the services outlined in Your policy;
- handle complaints;
- provide quotes and sell policies.

Where DAS use trusted third parties to provide services under Your policy Your information will be shared outside of the DAS Group. DAS will also share information with Your insurer or insurance intermediary where it is necessary to manage Your policy. For more information about how DAS use Your information, including how Your information is shared outside of the DAS Group please visit DAS' website [www.das.co.uk/legal/privacy-statement](http://www.das.co.uk/legal/privacy-statement).

Your information may be disclosed when DAS believe in good faith that the disclosure is:

- required by law; or
- to protect the safety of DAS' employees, the public or DAS UK Group property; or
- required to comply with a judicial proceeding, court order or legal process; or
- in the event of a merger, asset sale, or other related transaction; or
- for the prevention or detection of crime (including fraud).

### What is DAS' legal basis for processing Your information?

DAS will use Your information:

- because it is necessary for the performance of DAS' contract with You or to take steps to enter into a contract with You;
- in order to comply with DAS' legal obligations;
- because it is in DAS' legitimate interests;
- for establishing, exercising or defending any legal claims in relation to Your policy.

### What are Your rights?

The following rights are available in relation to the handling of personal data:

- the right to access personal data held;
- the right to have inaccuracies corrected for personal data held;
- the right to have personal data held erased;
- the right to object to direct marketing being conducted based upon personal data held;
- the right to restrict the processing for personal data held, including automated decision-making;
- the right to data portability for personal data held.

Any requests, questions or objections should be made in writing to the Data Protection Officer: Data Protection Officer

DAS Legal Expenses Insurance Company Limited  
DAS House  
Quay Side Temple Back Bristol  
BS1 6NH

Or via email: [dataprotection@das.co.uk](mailto:dataprotection@das.co.uk)

### How to make a complaint

If there is any dissatisfaction with the way in which personal data has been processed, the Data Protection Officer can be contacted in the first instance using the details above.

If You remain dissatisfied, the Information Commissioner's Office can be approached directly for a decision. The Information Commissioner can be contacted at:

Information Commissioner's Office  
Wycliffe House  
Water Lane  
Wilmslow  
Cheshire SK9 5AF

[www.ico.org.uk](http://www.ico.org.uk)

## HSB Fair Processing Notice

### Engineering – Machinery Damage and Computer Insurance Section

#### How We use Your information

We are the controller of any personal information (for example, names, addresses, telephone numbers, job titles or dates of birth) You provide to Us, or which is processed in connection with Your policy. We collect and process information about You that We consider to be necessary in order to make decisions about the cover We provide to You, any claims You make, or to detect and prevent fraud. We also may record incoming and outgoing telephone calls with You for training, monitoring and quality control purposes.

We may share your information with, and obtain information about You from, companies within the Munich Re Group, other insurers, brokers, loss adjusters, credit reference agencies, fraud prevention agencies or other third parties who provide services on Our behalf.

For further details on how Your information is used and Your rights in relation to Your information, please see Our Privacy statement at [www.hsbeil.com](http://www.hsbeil.com).

### Engineering Inspection Section

#### How We use Your information

We are the controller of any personal information You provide to Us or which is processed in connection with You receiving Inspection Services from Us.

We collect and process information about You that We reasonably deem necessary in order to provide You with Inspection Services. Your information is also used for business purposes such as fraud prevention and financial management.

We may share Your information with, and obtain information about You from, third parties such as credit reference agencies, fraud prevention agencies or public bodies responsible for health and safety.

For further details on how Your information is used and Your rights in relation to Your information, please see Our Privacy statement at [www.hsbeil.com](http://www.hsbeil.com).

#### How You use Our information

Our employees, agents, contractors and other representatives may share their personal information with You and Your employees, agents and sub-contractors as is necessary to enable Us to provide You with Inspection Services. You are the controller of such information. Notwithstanding this, You shall process such information in accordance with all applicable data protection laws and shall:

- only process such information for the purposes of receiving Inspection Services from Us;
- implement and maintain appropriate technical and organisational measures to preserve the confidentiality and integrity of the information and prevent any unlawful processing or disclosure or damage, taking into account the state of the art, the costs of implementation, the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of the data subjects;
- not disclose any such information to any third party in any circumstances except as required or permitted by this Policy;
- only transfer such information outside of the European Economic Area if appropriate steps are undertaken as required by applicable data protection laws to ensure such transfers are subject to adequate safeguarding measures;
- notify Us promptly upon becoming aware of any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to any such information; and



- ensure that only those of Your Employees, agents and sub-contractors who need to have access to the information are granted such access to the information and only for the purposes of receiving Inspection Services from Us and that such Employees, agents and sub-contractors (and those to whom personal information is provided directly by Us) are informed of the confidential nature of the information, are subject to appropriate contractual obligations of confidentiality, undergo adequate training in the handling of personal information and comply with the obligations set out in this statement.



#### **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.

The Arch Insurance Group includes FCA registered companies, such as 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.

Commercial Combined – Policy Wording

COM-4460A-PW-INS-2022-v1.0 - 07.2022