



**iprism**   
Underwriting Agency

# RETAIL POLICY

# TELEPHONE NUMBERS

## CLAIMS LINE

0333 005 1616

This number can be used by **You** to report a claim to **Your Insurer**

Please notify **Your Insurer** as soon as **You** know of a problem which may be likely to become a claim

Please see Making a Claim in the Claims Conditions Section of this **Policy**

**Calls may be recorded for quality and training purposes**

## HELPLINE SERVICES

Legal advice services are provided by DAS Law Limited and/or a **Preferred Law Firm** on behalf of **DAS**.

**You** can contact **DAS'** UK-based call centres 24 hours a day, seven days a week. However, **DAS** may need to arrange to call **You** back depending on the enquiry

**To help DAS check and improve their service standards DAS may record all calls, except those to the Counseling service**

## BUSINESS LEGAL ADVICE LINE

**THE SERVICES LISTED BELOW CAN BE ACCESSED  
BY CALLING 0333 005 1620**

### EUROLAW COMMERCIAL LEGAL ADVICE

**DAS** will give **You** confidential legal advice over the phone on any commercial legal problem affecting **Your Business** under the laws of the member countries of the European Union the Isle of Man the Channel Islands Switzerland and Norway

Wherever possible the Legal Advice Helpline aims to provide immediate advice from a qualified legal advisor. However if this is not possible they will arrange a call back at a time to suit **You**. **Our** legal advisors provide advice on the laws of England and Wales 24 hours a day, 7 days a week, 365 days a year. Where advice is sought in an area of law beyond this jurisdiction or in respect of very specialist matters, **We** will refer **You** to one of **Our** specialist advisors. This will include European law and certain areas of law for Scotland and Northern Ireland.

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

## TAX ADVICE

**DAS** offer confidential advice over the phone on any tax matters affecting the **Business**, under the laws of the United Kingdom.

**Tax advice is provided by tax advisors 9am - 5pm, Monday to Friday, excluding public and bank holidays. If calls are made outside these times, we will call you back.**

## BUSINESS ASSISTANCE

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

To contact the above services phone **DAS** quoting reference number TS5/4871345

## COUNSELLING

0333 005 1621

**DAS** will provide all **Your** employees (including any members of their immediate family who permanently live with them) with a confidential counselling service over the phone including where appropriate onward referral to relevant voluntary and/or professional services

These calls are not recorded

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

**Please do not phone DAS to report a general insurance claim**

## THE EMPLOYMENT MANUAL

[WWW.DAS.CO.UK](http://WWW.DAS.CO.UK)

The **DAS** Employment Manual offers comprehensive up to date guidance on rapidly changing employment law To view it please visit their website; From the Home Page click on the Employment Manual icon; All the sections of this web-based document can be printed off for **Your** own use. Contact **DAS** at [marketing@das.co.uk](mailto:marketing@das.co.uk) with **Your** e-mail address quoting **Your Policy** Number and they will contact **You** by e-mail to inform **You** of future updates to the information

### DASBUSINESSLAW

[WWW.DASBUSINESSLAW.CO.UK](http://WWW.DASBUSINESSLAW.CO.UK)

On the website [www.dasbusinesslaw.co.uk](http://www.dasbusinesslaw.co.uk) **You** will find a free online reference full of the sorts of letters articles and forms that will help **You** run **Your Business** successfully DASbusinesslaw users can also access interactive document builders to help make composing common commercial documents as easy as possible

From new legislation and employment issues to property law and taxation **You** will find the content provided by DASbusinesslaw is updated regularly by legal experts to help **You** keep **Your Business** one step ahead

To access DASbusinesslaw **You** will need to visit [www.dasbusinesslaw.co.uk](http://www.dasbusinesslaw.co.uk) and register using password DAS472301 and **Policy** Number TS5/4871345

If **You** experience any problems accessing the service please e-mail the problem to [businesslaw@das.co.uk](mailto:businesslaw@das.co.uk) quoting the above **Policy** Number

Legal advice services are provided on behalf of DAS Legal Expenses Insurance Company Limited by DAS Law Limited and/or a law firm on behalf of DAS. DAS Law Limited are authorised and regulated by the Solicitors Regulation Authority (registered number 423113).

Registered Office: North Quay, Temple Back Bristol BS1 6FL Registered in England and Wales, Company Number 5417859. Website: [www.daslaw.co.uk](http://www.daslaw.co.uk)

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# ABOUT YOUR POLICY

This is **Your** iprism Retail Insurance **Policy**, which is made up of several documents, which form the contract between **You** and the Insurer shown in **Your Policy** Schedule. These documents are:

- the Statement of Facts
- the **Policy** Wording
- the Schedule

In addition there may be further documents as follows:

- **Endorsements**
- specification of Items/**Property** Insured.
- Security Requirements

This is a legal document and should be kept in a safe place place.

## STATEMENT OF FACTS

This is a record of the statements that **You** made when applying for this insurance – in the case of the Statement of Facts it is a record of information **You** or **Your** insurance broker have entered into our computer systems or have advised in the course of a telephone conversation or other media.

The **Insurers** have used the information **You** have supplied to determine the terms on which they are prepared to provide the insurance and the premium they require. It is extremely important that **You** check this document most carefully to ensure that **You** have taken care to honestly provide this information and that to the best of **Your** knowledge and belief, it is accurate and you have made a fair presentation of the risk. If **You** don't, **Your Policy** may be cancelled, or treated as if it never existed, or **Your** claim rejected or not fully paid. If **You** are in any doubt, **You** should speak to **Us** or **Your** insurance adviser.

Should any of the information **You** have provided and which is recorded on the Statement of Facts change during the period of insurance, **You** must tell **Us**. **We** may then amend the premium charged and the terms of this **Policy**.

## THE POLICY WORDING

The **Policy** wording is a standard contract form which details in multiple sections the cover provided, exclusions to the cover, conditions **You** must comply with in addition to other formal information such as what **You** need to do if **You** have a complaint, information on how to get help, and definitions of words that have a special meaning. The Schedule will show which sections are operative and which are not.

## THE SCHEDULE

The Schedule details which sections of the **Policy** are operative and the major sums insured and limits that apply to each of those sections. The Schedule also details the location(s) that are being insured by the **Policy** and the main excesses that apply to a claim. Finally the Schedule will show if there are any additional endorsements applying.

## ENDORSEMENTS

**Endorsements** are attachments to the Schedule that alter the **Policy** in some way.

## CANCELLATION

If, having examined **Your Policy** documentation, **You** decide not to proceed, **You** may cancel, this **Policy** within the first 14 days. The 14 day period starts on the day **You** receive the **Policy** documentation, or the day **You** enter into this contract of insurance whichever is the later. When **We** have received notice of **Your** decision not to proceed, any premiums **You** have paid will be returned, unless **You** have made a claim. If **You** have made a claim or there has been an incident likely to give rise to a claim no premium will be returned to **You**.

**You** may cancel the **Policy** after the first 14 days and the **Policy** can be cancelled by **Us**. Please see the full cancellation condition in the general conditions for details.

### FAIR PRESENTATION OF RISK

This **Policy** is a legal contract.

**You** have a duty to make a fair presentation of the risk which is covered by this **Policy**. Therefore **You** should ensure that any information **You** have provided to **Us** and the content of any Statement of Fact is accurate and complete.

**You** must also tell **Us** about any facts or changes which affect **Your** insurance and which have occurred either since the **Policy** started or since the last renewal date or if the **Business** ceases to trade.

If **You** do not comply with **Your** duty to make a fair presentation of the risk, **Your Policy** may not be valid or the **Policy** may not cover **You** fully or at all (see General Policy Condition Alteration of Risk and Fair Presentation of Risk for full details of cover restrictions)

If **You** are not sure whether certain facts are relevant please ask **Your** insurance adviser.

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

### WHAT ARE YOUR OBLIGATIONS? – INFORMATION AND CHANGES WE NEED TO KNOW ABOUT

**You** have a duty to make a fair presentation of the risk which is covered by this **Policy**. Therefore **You** should ensure that any information **You** have provided to **Us** and the content of any application form, declaration and / or Statement of Fact is accurate and complete.

**You** must take all reasonable precautions to prevent loss or damage, and comply with any security or other loss prevention conditions in **Your Policy** documents.

**You** must notify **Us** promptly of any event which might lead to a claim and follow the claims procedure set out in **Your Policy**.

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

If **You** do not comply with **Your** duty to make a fair presentation of the risk, **Your Policy** may not be valid or the **Policy** may not cover **You** fully or at all.

Please tell **Your** insurance broker to immediately let **Us** know if there are any changes to the information set out in the Statement of Facts or on **Your** Schedule. **You** must also tell **Your** insurance broker to let **Us** know immediately about the following changes:

- any change or addition to the contents of the property to be insured that results in the need to increase the amounts insured or the limits that are shown on **Your Policy** schedule
- Any change of address
- Any changes to the **Business** description or activities undertaken
- If the **Business** ceases to trade

For further details and any specific obligations relating to **Your** trade or business activities following **Our** assessment of **Your** risk, please refer to **Your Policy** documents.

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

### DATA PROTECTION

To comply with data protection regulations **We** are committed to processing **Your** personal information fairly and transparently. This section is designed to provide a brief understanding of how **We** collect and use this information.

**We** may collect personal details, including **Your** name, address, date of birth and email address. This is for the purpose of managing **Your** products and services, and this may include underwriting, claims handling and providing legal advice. **We** will only obtain **Your** personal information either directly from **You**, the third party dealing with **Your** claim or from the authorised partner who sold **You** the **Policy**.

### USE OF PERSONAL INFORMATION

To provide **Our** services iprism Underwriting Agency Limited will collect and use information about **You** or a beneficiary under the **Policy** (e.g. **Your** employees or other identified individuals). This may also include special categories of personal data (e.g. about health) and information relating to criminal convictions and offences. The purposes for which **We** use personal data may include: evaluating **Your** insurance application and providing a quotation; providing insurance cover; handling claims; and crime prevention and debt recovery.

More information about **Our** use of personal data is set out in the iprism Underwriting Agency Limited Privacy Notice (Privacy Notice) available at [www.iprism.co.uk/privacy-policy](http://www.iprism.co.uk/privacy-policy). **We** recommend that **You** review this notice.

## ABOUT YOUR POLICY

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**We** may pass personal data to third parties such as, insurers, reinsurers, loss adjusters, sub-contractors, **Our** affiliates, the police and other law enforcement agencies, fraud and crime prevention and detection agencies, databases and registers (for example the ELTO Insurance Database, and the Claims and Underwriting Exchange Register) and to certain regulatory bodies who may require personal data themselves for the purposes described in the Privacy Notice [www.iprism.co.uk/privacy-policy](http://www.iprism.co.uk/privacy-policy). If **You** require details of the third parties your data has been passed to and how this information is used please contact the Data Protection Officer at [dpo@iprism.co.uk](mailto:dpo@iprism.co.uk) or at the address detailed below.

### WHAT IS OUR LEGAL BASIS FOR PROCESSING YOUR INFORMATION?

It is necessary for **Us** to use **Your** personal information to perform **Our** obligations in accordance with any contract that **We** may have with **You**. In some circumstances it will also be in **Our** legitimate interest to use **Your** personal information for the provision of services in relation to any contract that **We** may have with **You**.

### HOW LONG WILL YOUR PERSONAL INFORMATION BE HELD FOR?

Normally **We** will retain **Your** Personal Data for 10 (ten) years except where the risk insured includes Employers Liability cover where such data will be retained indefinitely. **We** will only retain and use **Your** Personal Data thereafter as necessary to comply with **Our** legal obligations, resolve disputes, and enforce **Our** agreements.

If **Your Policy** includes legal advice **We** may have to send **Your** Personal Information outside of the European Economic Area (EEA) in order to give legal advice on non-European Union law. Dependent on the type of cover **You** have, **Your** information may also be sent outside the EEA so the service provider can administer **Your** claim.

**We** will take all steps reasonably necessary to ensure that **Your** data is treated securely and in accordance with **Our** Privacy Policy. Details of this can be found here [www.iprism.co.uk/privacy-policy](http://www.iprism.co.uk/privacy-policy).

### WHAT ARE YOUR RIGHTS?

You have the following rights in relation to the handling of **Your** personal data:

- **You** have the right to access personal data held about **You**
- **You** have the right to have inaccuracies corrected for personal data held about **You**
- **You** have the right to have personal data held about **You** erased
- **You** have the right to object to direct marketing being conducted based upon personal data held about **You**
- **You** have the right to restrict the processing for personal data held about **You**, including automated decision-making although **Your** exercise of this right will mean that **We** will be unable to process **Your** application
- **You** have the right to data portability for personal data held about **You**

Any requests, questions or objections should be made in writing to the Data Protection Officer:-

Data Protection Officer  
Iprism Underwriting Agency Ltd  
4th Floor  
10 Lower Thames Street  
London EC3R 6AF  
Or via Email: [dpo@iprism.co.uk](mailto:dpo@iprism.co.uk)

### HOW TO MAKE A COMPLAINT

If **You** are unhappy with the way in which **Your** personal data has been processed **You** may in the first instance contact the Data Protection Officer using the contact details above.

If **You** remain dissatisfied then **You** have the right to apply directly to the Information Commissioner's Office for a decision. The Information Commissioner can be contacted at:-

Information Commissioner's Office  
Wycliffe House  
Water Lane  
Wilmslow  
Cheshire SK9 5AF  
Or via their website: [www.ico.org.uk](http://www.ico.org.uk)

# IPRISM RETAIL POLICY

A warm welcome and thank you for choosing to insure **Your Business** through iprism

## INSURING CLAUSE

**Your Policy** is a contract of insurance between **You** and **Us** and **You** have a duty to make a fair presentation of the risk to **Us** in accordance with the law

**Your Policy** describes the cover for which **We** have accepted **Your** premium

Each Section of this **Policy**, the Schedule and any **Endorsements**, Customer Information and the General Definitions, General Conditions, Claims Conditions and General Exclusions shall be read as one document.

In consideration of payment of the premium **Your Insurer** detailed in the Schedule will insure **You** as stated in each operative section of the **Policy** during the **Period of Insurance** for which **Your** premium has been accepted provided all the terms and conditions of the **Policy** are kept

The name of **Your Insurer** can be found on the Statement of Facts Schedule and Certificate of Employers Liability Insurance (where issued)

## LAW AND JURISDICTION APPLICABLE TO THE CONTRACT

**You** and **We** can choose the law which applies to this **Policy**.

Unless **You** and **We** have agreed otherwise this contract shall be subject to English Law and the Courts of England shall have exclusive jurisdiction in all disputes connected with this **Policy**.

If there is any dispute as to which law and jurisdiction apply it will be English law and the Courts of England.

For and on behalf of the **Insurer**



**Gary Johnson ACII, FCMI, Chartered Insurer**

Underwriting Director

For and on behalf of iprism Underwriting Agency Limited

## ABOUT IPRISM UNDERWRITING AGENCY LIMITED

iprism is the trading name of iprism Underwriting Agency Limited. We are a private limited company incorporated in England and Wales. Our registered company number is 05604278. iprism is authorised and regulated by the Financial Conduct Authority (FCA) and our permitted business is for the provision of regulated products and services, assisting in the administration and performance of a contract of insurance. Our FCA register number is 460209 and our registered address is 4th Floor, Northern & Shell Building, 10 Lower Thames Street, London, EC3R 6AF.

You can check the FCA website at <http://www.fca.org.uk> which includes a register of all the firms the FCA regulate or You can phone them on 0800 111 6768 or 0300 500 8082.



### PAYMENT OF YOUR PREMIUM

Your Insurance broker will advise You how You can pay Your premium and will let You know if there are any fees or charges applicable.

### IMPORTANT INFORMATION INCLUDING CLAIMS, COMPLAINTS AND CANCELLATIONS

Although this insurance is administered on behalf of Your Insurer by iprism Underwriting Agency Limited,

Your insurance broker is Your dedicated point of contact for any queries concerning Your iprism Policy. iprism are not authorised to offer You any advice so You must speak to Your insurance broker who is authorised by the FCA to advise You.

Contact details for Your insurance broker are available on Your Policy Schedule.

### CUSTOMER COMPLAINTS

We hope that You are extremely happy with Your iprism Retail insurance Policy but We do recognise that on occasions things can go wrong.

If Your complaint is about the way Your Policy was sold to You please contact Your insurance broker who arranged Your Policy for You. Their address and telephone number are shown on Your Policy Schedule.

### CONTACTING YOUR INSURER

If You have a complaint about Your Insurer or a claim please contact Your Insurer directly. Their contact details can also be found on Your Policy Schedule.

If You are not happy with the service provided under Section 12 – Commercial Legal Expenses please contact DAS Customer Relations Department;

- ☎ **Telephone** 0344 893 9013
- ✉ **By e-mail** customerrelations@das.co.uk
- ✉ **In writing to** Customer Relations Department  
DAS House, Quay Side, Temple Back  
Bristol BS1 6NH

Details of DAS' internal complaint-handling procedures are available on request.

Once Your Insurer has received Your complaint they will;

- Send an acknowledgment of Your complaint within 5 working days of receiving it and notify You of the name of the person managing Your complaint and
- Respond in full to Your complaint within 8 weeks. If this is not possible for any reason they will write to You to explain why they have not been able to settle the matter quickly. They will also let You know when they will contact You again.

### IF YOU ARE STILL DISSATISFIED

If You remain dissatisfied, and Your insurer subscribes to the service, You may refer Your complaint to the Financial Ombudsman Service (FOS);

The Financial Ombudsman Service is an independent body that arbitrates on complaints about general insurance products. The Financial Ombudsman Service can only consider Your complaint if Your Insurers have given You their final decision.

- ☎ **Telephone** 0800 023 4567 (calls from UK landlines and mobiles are free) or 0300 123 9123
- ✉ **In writing to** Financial Ombudsman Service  
Exchange Tower  
London E14 9SR
- ✉ **By e-mail** complaint.info@financial-ombudsman.org.uk
- 🌐 **Website** www.financial-ombudsman.org.uk

The Financial Ombudsman Service (FOS) is available to consumers. Their service is also open to businesses employing fewer than 50 persons that have an annual turnover of less than £6.5 million or balance sheet total of less than £5 million, charities with an annual income of less than £6.5 million or the trustee of a trust with a net asset value of less than £5 million.

Further information is provided at [www.iprism.co.uk/client-info](http://www.iprism.co.uk/client-info) for details about:

- iprism and what **We** do
- Claims and how to make a claim
- Complaints, including the Financial Ombudsman Service
- Cancellations and how to cancel **Your Policy**
- Data Protection and Privacy Policy
- Law and jurisdiction
- Telephone call charges
- Telephone call recording

iprism are dedicated to resolving **Your** complaint so if **You** have a complaint about iprism or wish to discuss a complaint **You** have with **Your** broker or **Insurer**, please contact the iprism customer services team;

- ☎ **Telephone** 0333 005 1605
- ✉ **By e-mail** [complaints@iprism.co.uk](mailto:complaints@iprism.co.uk)
- ✉ **In writing to** Customer Services Manager  
iprism Underwriting Agency Limited  
4th Floor  
10 Lower Thames Street  
London EC3R 6AF

### USE OF LANGUAGE

Unless otherwise agreed the contractual terms and conditions and other information relating to this contract will be in English.

### FINANCIAL CONDUCT AUTHORITY

iprism Underwriting Agency Limited is authorised and regulated by the Financial Conduct Authority. **You** can check their website at [www.fca.org.uk](http://www.fca.org.uk) which includes a register of all the firms they regulate or **You** can phone them on 0800 111 6768 or 0300 500 8082.

### FINANCIAL SERVICES COMPENSATION SCHEME (FSCS)

iprism and **Your Insurers** are covered by the Financial Services Compensation Scheme (FSCS) This means that **You** may be entitled to compensation from the scheme if **We** cannot meet **Our** obligations. This depends upon the type of business and the circumstances of the claim Further information about the scheme is available from the FSCS;

- ☎ **Telephone** 0800 678 1100 or 020 7741 4100
- ✉ **By e-mail** [enquiries@fscs.org.uk](mailto:enquiries@fscs.org.uk)
- ✉ **In writing to** Financial Services Compensation Scheme  
PO Box 300  
Mitcheldean  
GL17 1DY
- 🌐 **Website** [www.fscs.org.uk](http://www.fscs.org.uk)

If **You** telephone FSCS then please have any relevant correspondence to hand.

### TELEPHONE CALL CHARGES

Calls to 0800 numbers from UK landlines and mobiles are free. The cost of calls to 03 prefixed numbers are charged at national call rates (charges may vary dependent on your network provider) and are usually included in inclusive minute plans from landlines and mobiles.

### TELEPHONE CALL RECORDING

**CALLS MAY BE MONITORED AND RECORDED AND MAY BE USED FOR FRAUD PREVENTION AND DETECTION AND FOR QUALITY CONTROL AND TRAINING PURPOSES.**

# POLICY DEFINITIONS

Each time **We** use one of the words or phrases listed below it will have the same meaning wherever it appears in **Your Policy** unless **We** state otherwise

A defined word or phrase will start with a capital letter each time it appears in the **Policy** eg **Business** except for headings and titles

Each Section of the **Policy** may contain additional Definitions which apply to that particular Section and they must be read in conjunction with the following **Policy** Definitions

## ALL OTHER CONTENTS

- (a) Documents manuscripts and business books
- (b) Patterns models moulds plans and designs
- (c) Computer systems records

But only for the value of the materials together with the cost of labour and computer time expended in reproducing them for an amount not exceeding £10,000

**We** will not pay for any expenses in connection with the production of information to be recorded and not for the value to **You** of any information contained therein

- (d) Paintings curios or other works of art up to a limit of £10,000 any one occurrence
- (e) Wines spirits cigarettes and tobacco held for **Your** own private entertainment purposes up to a limit of £500 any one occurrence
- (f) Trade samples and goods in trust held at the **Premises** up to a limit of £500 any one occurrence

## BUSINESS

Activities directly connected with the **Business** shown in the Schedule and no other for the purposes of this **Policy** including

- (a) the ownership maintenance repair of the **Premises**
- (b) the provision and management of canteen sports social and welfare organisations for the benefit of **Employees** and fire security first aid medical and ambulance services
- (c) private work undertaken with **Your** prior consent by the **Employees** for any of **Your** Directors or senior officials
- (d) participation in trade shows or exhibitions

## COMPUTER AND ELECTRONIC BUSINESS EQUIPMENT

Other than Section 11 - Equipment Breakdown

All computers computer installations and systems microchips integrated circuits microprocessors embedded systems hardware and any electronic equipment data processing equipment information repository telecommunication equipment computer controlled or programmed machinery equipment capable of processing **Data** and/or similar devices whether physical or remotely connected thereto for which **You** are responsible all inside the **Premises**

## CUSTOMERS GOODS

The **Property** of **Your** customers held by **You** for which **You** are responsible

## DAMAGE

Material loss destruction or damage

## DATA

All information which is electronically stored or electronically presented or contained on any current and back up discs tapes or other materials or devices used for the storage of data including but not limited to operating systems records programs software or firmware code or series of instructions

## DENIAL OF SERVICE ATTACK

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

### EMPLOYEE

Other than Section 12 – Commercial Legal Expenses

- 1 any person under a contract of service or apprenticeship with **You** while working for **You** in connection with the **Business**
- 2 any of the following persons whilst working under **Your** supervision or control in connection with the **Business**
  - (a) any person who is hired to or borrowed by **You**
  - (b) any person engaged in connection with a work experience training or similar scheme
  - (c) any self-employed person working on a labour only basis
  - (d) any person engaged by a labour only sub-contractor
  - (e) any labour master or person engaged by them
  - (f) any volunteer helper

### EMPLOYEES AND CUSTOMERS PERSONAL EFFECTS

Clothing personal effects and pedal cycles belonging to **Your Employees** or customers for which **You** are responsible up to a limit of £500 any one person

### EMPTY OR DISUSED

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

### ENDORSEMENT(S)

An alteration made to the terms of the **Policy**

### EXCESS

The first amount of each and every claim for which **You** are responsible as shown in the **Policy** the Schedule or any **Endorsement**

### GLASS

All fixed Glass or polycarbonate substitute and solar glass heating panels including shelves showcases and mirrors

### HACKING

Unauthorised access to any computer or other equipment or component or system or item which processes stores transmits or retrieves **Data** whether **Your Property** or not

### INDEX LINKING

Whenever a Sum Insured is declared to be subject to **Index Linking** it is adjusted at annual intervals in line with suitable indices of costs and the renewal premium will be based on the adjusted Sum Insured

### INDIRECT LOSS

A loss that is not directly associated with the incident that caused **You** to claim

### INJURY

Bodily injury death illness disease

### INSURED INSURED'S YOU YOUR

The person(s) or company named in the Schedule

### INSURER OUR US WE

The Insurance Company named in the Schedule on whose behalf this insurance document is issued

## POLICY DEFINITIONS

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### MONEY

Current cash bank and currency notes uncrossed cheques giro-cheques postal orders money orders or bankers drafts unused current postage stamps unaffixed national insurance stamps national savings and holiday with pay stamps trading stamps luncheon vouchers mobile phone talk vouchers gift tokens consumer redemption vouchers travel tickets validated tickets for the national lottery and gaming machine tokens all belonging to **You** or for which **You** are responsible

### NON NEGOTIABLE MONEY

Crossed cheques giro-cheques postal orders money orders bankers drafts giro drafts or warrants unexpired units in franking machines stamped national insurance cards national savings certificates premium bonds credit and debit card sales vouchers and VAT purchase invoices all belonging to **You** or for which **You** are responsible

### OFFSHORE

Any offshore rig offshore platform or offshore installation in the sea or tidal waters

### PERIOD OF INSURANCE

The period beginning with the Effective Date shown in the Schedule and ending with the Expiry Date and any other period for which **We** have accepted **Your** premium

### POLICY

The iprism Retail **Policy** and Schedule and Certificate of Employers' Liability Insurance and any **Endorsements** attached or issued with it

### PREMISES

The part of the Premises including its outbuildings at the address or addresses specified in the Schedule which **You** occupy for the purposes of the **Business** and otherwise as Offices and Private Dwelling Rooms being built of brick stone or concrete and roofed with slates tiles concrete metal asphalt or sheets or slabs composed entirely of incombustible mineral ingredients unless otherwise agreed by **Us**

### PRODUCTS

Goods (including labels containers and packaging) sold or supplied by **You** in connection with the **Business**

### PROPERTY

Material Property belonging to **You** or for which **You** are responsible for the purposes of the **Business**

### PROPOSAL

The Statement of Fact and any additional information supplied to **Us** by **You** or on **Your** behalf

### SANITARY FITTINGS

Fixed items of sanitaryware contained in the **Premises**

### STOCK

Stock and materials in trade belonging to **You** or held in trust or on commission for which **You** are responsible

### TRADE FIXTURES AND FITTINGS

Trade fixtures fittings plant machinery office equipment **Computer and Electronic Business Equipment** telephone installations hanging or fixed signs cash registers scales and meters belonging to **You** or for which **You** are responsible

### VIRUS OR SIMILAR MECHANISM

Program code programming instruction or any set of instructions intentionally constructed with the ability to **Damage** interfere with or otherwise adversely affect computer programs **Data** files or operations whether involving self-replication or not

# SECTION 1 – THE BUILDINGS OF THE PREMISES

## DEFINITIONS

Also refer to the **Policy** Definitions on pages 4 to 7

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

### Buildings

The buildings of the **Premises** including landlord's fixtures and fittings swimming pools tennis courts walls gates fences yards patios terraces car parks car ports roads pavements and associated underground pipes and cables

The buildings also include **Shop Fronts** and all fixed glass therein blinds and fitments thereon and **Tenants Improvements** on ceilings walls and the like

### Outbuildings

The **Buildings** separate from but associated with the **Buildings** of the **Premises**

### Shop Front

The whole front all fixed **Glass** therein blinds and fitments thereon belonging to **You** or for which **You** are responsible as tenant not as owner of the **Premises**

### Tenants Improvements

Internal decorations to ceilings and walls and improvements and additions of a like nature (but not **Shop Fronts**) belonging to **You** or for which **You** are responsible as tenant not as owner of the **Premises**

What is Covered	What is not Covered
<p>We will indemnify <b>You</b> against loss or <b>Damage</b> to the <b>Property</b> at the <b>Premises</b> described in each item on the Schedule caused by the following Insured Perils up to the Sum Insured for each item shown in the Schedule</p>	<p>Any <b>Property</b> more specifically insured by <b>You</b> or on <b>Your</b> behalf <b>Indirect Loss</b> of any kind or description The amount of the <b>Excess</b> shown in the Schedule</p>
<b>Insured Perils</b>	
1 Fire Lightning Explosion or Earthquake	
2 Impact by Aircraft or other aerial devices or articles dropped from them or by any vehicle train animal falling tree or branch aerial or mast or satellite dish	<b>Damage</b> (a) caused by lopping pruning or felling of trees by <b>You</b> (b) to <b>Glass</b> or <b>Sanitary Fittings</b>
3 Storm Tempest or Flood	<b>Damage</b> (a) resulting from frost subsidence ground heave or landslip (b) to moveable <b>Property</b> in the open (c) to fences and/or gates (d) in respect of any building or part of a building which is <b>Empty</b> or <b>Disused</b> (e) to <b>Glass</b> or <b>Sanitary Fittings</b>
4 Escape of water from any tank apparatus or pipe including <b>Damage</b> to any fixed tank apparatus or pipe caused by freezing or forcible and violent bursting	<b>Damage</b> (a) in respect of any building or part of a building which is <b>Empty</b> or <b>Disused</b> (b) caused by wet or dry rot rust corrosion or other wear and tear (c) caused by mould or toxic mould (d) by leakage of automatic sprinkler installations (e) to <b>Glass</b> or <b>Sanitary Fittings</b>

What is Covered	What is not Covered
5 Riot civil commotion strikers locked-out workers or persons taking part in labour disturbances or malicious persons	<p><b>Damage</b></p> <ul style="list-style-type: none"> <li>(a) arising from the cessation of work</li> <li>(b) in respect of any building or part of a building which is <b>Empty or Disused</b></li> <li>(c) by theft or attempted theft directly caused by malicious persons not acting in connection with any political organisation</li> <li>(d) <b>Damage</b> caused by <b>Your</b> employees, tenants or any other person lawfully on <b>Your Premises</b></li> </ul>
6 Leakage of fuel from any fixed heating installation and beverages from storage containers pipes or apparatus	<p><b>Damage</b> in respect of any building or part of a building which is <b>Empty or Disused</b></p>
7 Theft or any attempt thereat	<p><b>Damage</b> in respect of any building or part of a building which is <b>Empty or Disused</b></p>
8 Any other accidental <b>Damage</b>	<p><b>Damage</b> caused by or resulting from</p> <ul style="list-style-type: none"> <li>(a) wear and tear erosion the action of light or atmosphere moths vermin or insects</li> <li>(b) any process of cleaning dyeing restoring adjusting or repairing</li> <li>(c) frost corrosion dampness dryness contamination wet or dry rot marring scratching mildew mould or toxic mould</li> <li>(d) wind hail sleet snow flood or dust to boundary walls gates or fences</li> <li>(e) subsidence or ground heave of any part of the site on which the <b>Property</b> stands or landslip</li> <li>(f) the normal settlement or bedding down of new structures</li> <li>(g) any <b>Buildings</b> insured by this Section own collapse or cracking</li> <li>(h) normal maintenance redecoration or repair</li> </ul> <p><b>Damage</b></p> <ul style="list-style-type: none"> <li>(a) by any of the Insured Perils 1-6</li> <li>(b) specifically excluded by any of the Insured Perils</li> <li>(c) to <b>Glass</b> or <b>Sanitary Fittings</b></li> <li>(d) by theft of any description</li> </ul> <p><b>Damage</b> caused by or consisting of</p> <ul style="list-style-type: none"> <li>(a) inherent vice latent defect gradual deterioration frost its own faulty or defective design or materials</li> <li>(b) faulty or defective workmanship operational error or omission on the part of <b>You</b> or any of <b>Your Employees</b></li> </ul> <p>but this will not exclude subsequent <b>Damage</b> which results from a cause not otherwise excluded</p>

**EXTENSIONS**

Cover provided by this Section is extended to include

What is Covered	What is not Covered
<p><b>A Damage to Cables and Underground Services</b></p> <p>The cost of repair following accidental <b>Damage</b> to cables and underground service pipes and drains (and their inspection covers) for which <b>You</b> are responsible at the <b>Premises</b> or connecting them to the public mains</p>	<p>The costs of maintenance</p> <p><b>Damage</b> caused by</p> <ul style="list-style-type: none"> <li>(a) rust corrosion gradual deterioration rot or fungus vermin insects atmospheric or climatic conditions or other wear and tear</li> <li>(b) normal settlement or shrinkage</li> <li>(c) faulty workmanship defective design or the use of defective materials</li> </ul> <p>Any amount in excess of £15,000 in any one <b>Period of Insurance</b></p>
<p><b>B Trace and Access</b></p> <p>The reasonable costs incurred by <b>You</b></p> <ul style="list-style-type: none"> <li>(a) in locating the actual source of <b>Damage</b> and</li> <li>(b) in respect of any repairs directly arising from (a) caused by the escape of water from any tank apparatus or pipe or leakage of fuel from any fixed oil heating installation, provided such <b>Damage</b> is insured by this Section</li> </ul>	<p>Any amount in excess of £25,000 in any one <b>Period of Insurance</b></p>
<p><b>C Ground Rent</b></p> <p>The additional payment for up to 2 years ground rent if the <b>Premises</b> are rendered temporarily uninhabitable as a result of <b>Damage</b> insured by this Section but only for the period necessary for reinstatement</p>	<p>Any amount exceeding 20% of the Sum Insured on <b>Buildings</b></p>
<p><b>D Architects Surveyors Legal and Consulting Engineers Fees</b></p> <p>The reasonable fees necessarily incurred following <b>Damage</b> insured by this Section to reinstate or repair the <b>Premises</b></p>	<p>Any fees incurred for preparing any claim</p> <p>Any amount exceeding the sum insured on <b>Buildings</b></p>
<p><b>E Removal of Debris</b></p> <p>The reasonable costs and expenses necessarily incurred with <b>Our</b> consent in</p> <ul style="list-style-type: none"> <li>(a) removing debris from the <b>Premises</b> and the area immediately adjacent</li> <li>(b) dismantling and / or demolishing shoring up or propping of the portion or portions of the property insured as a result of <b>Damage</b> insured by this Section</li> </ul>	<p>Any costs or expenses</p> <ul style="list-style-type: none"> <li>(a) arising from pollution or contamination of property not insured by this Section</li> <li>(b) more specifically insured</li> </ul> <p>Any amount exceeding the Sum Insured on <b>Buildings</b></p>
<p><b>F European Community and Public Authorities (including undamaged property and sprinklers)</b></p> <ul style="list-style-type: none"> <li>(a) The additional costs of reinstatement as may be incurred solely by reason of the necessity to comply with the stipulations of                             <ul style="list-style-type: none"> <li>(i) European Community Legislation</li> <li>(ii) Buildings or other regulations under or framed in pursuance of any Acts of Parliament or local authority bye-laws</li> </ul> </li> </ul>	<p>Any <b>Damage</b> occurring prior to the granting of this Extension</p> <p>Any amount in excess of the sum insured on <b>Property</b> that has suffered <b>Damage</b></p> <p>In respect of undamaged portions and water supply equipment any amount in excess of 15% of the amount <b>We</b> would have been liable to pay had the <b>Property</b> been wholly destroyed</p>



What is Covered	What is not Covered
<p>(b) Where <b>We</b> require <b>You</b> to comply with current LPC Rules for Automatic Sprinkler Installations the additional cost of reinstating water supply equipment which</p> <ul style="list-style-type: none"> <li>(i) conformed to previous LPC Rules</li> <li>(ii) conformed to current LPC Rules when installed but fails to conform to subsequent amendments to those rules</li> </ul> <p>The work of reinstatement must be commenced and carried out without unreasonable delay and in any case must be completed within 12 months of the date of the <b>Damage</b> or within such further time <b>We</b> may allow (during the said 12 months)</p> <p>The work may be carried out upon another site (if the stipulations so necessitate) subject to <b>Our</b> liability under this Extension not being increased</p> <p>Special Condition applicable to this Extension If <b>Our</b> liability under this Section apart from this Extension is reduced by the application of any terms and/or conditions of the <b>Policy</b> then <b>Our</b> liability will be reduced in proportion</p>	<p>Any costs incurred</p> <ul style="list-style-type: none"> <li>(a) in respect of <b>Damage</b> not <b>insured</b> by this Section</li> <li>(b) associated with an existing requirement which has to be implemented within a given period</li> <li>(c) associated with any additional rate tax duty or other charge which may become payable following compliance with such legislation regulations or bye-laws</li> <li>(d) where notice was served upon <b>You</b> before the <b>Damage</b> occurred</li> </ul>
<p><b>G Capital Additions</b></p> <p>The insurance by this Section extends to include</p> <ul style="list-style-type: none"> <li>(i) Any newly acquired and/or newly erected <b>Buildings</b> or <b>Buildings</b> in the course of erection</li> <li>(ii) Alterations additions and improvements to <b>Buildings</b> but not for any appreciation in value</li> </ul> <p>anywhere in the United Kingdom the Channel Islands or the Isle of Man Provided that</p> <ul style="list-style-type: none"> <li>(a) <b>You</b> provide the full particulars of such extension of cover as soon as practicable</li> <li>(b) <b>You</b> pay any additional premium required</li> </ul>	<p><b>Damage</b></p> <ul style="list-style-type: none"> <li>(a) to any property for which any contractor is responsible</li> <li>(b) to any property otherwise insured</li> </ul> <p>Any amount in excess of £250,000 or 10% of the Sum Insured on <b>Buildings</b> whichever is the lesser</p>
<p><b>H Damage by Emergency Services</b></p> <p>The additional costs of restoring any <b>Damage</b> caused to gardens by the Emergency Services in attending the <b>Premises</b> as a result of the operation of any Insured Peril insured under this Section</p>	<p>Any amount in excess of £5,000 in respect of any one loss and £25,000 in any one <b>Period of Insurance</b></p>
<p><b>I Contracting Purchasers Interest</b></p> <p><b>We</b> agree without prejudice to <b>Our</b> or <b>Your</b> rights and liabilities that if at the time of <b>Damage</b> <b>You</b> have contracted to sell <b>Your</b> interest in any <b>Building</b> insured by this Section and the purchase has not been but will afterwards be completed the purchaser on completion of the purchase will be entitled to benefit under this Section until completion except in so far as such <b>Building</b> is more specifically insured by or on behalf of the purchaser</p>	
<p><b>J Clearance of Drains</b></p> <p>The reasonable costs incurred by <b>You</b> to clear drains gutters and sewers owned by <b>You</b> or for which <b>You</b> are responsible as a result of <b>Damage</b> occurring to the <b>Premises</b></p>	<p>Any amount in excess of £1,000 in respect of any one claim</p>

### SPECIAL CONDITIONS APPLICABLE TO THIS SECTION

These conditions of cover apply only to this **Policy** section

**You** must comply with the following conditions to have the full protection of **Your Policy**.

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

#### 1 Index Linking

The Sum Insured by each item is subject to **Index Linking**

#### 2 Limit of Liability

The maximum amount payable in respect of any one item is the Sum Insured stated in the Schedule for that item plus **Index Linking**

#### 3 Basis of Claims Settlement

Following loss or **Damage** to **Property** under this Section by any of the Insured Perils the basis upon which the amount payable hereunder is calculated will be the reinstatement of the **Property** lost or damaged

For this purpose reinstatement means

- (a) the rebuilding or replacement of **Property** lost or destroyed which provided that **Our** liability is not increased may be carried out
  - (i) in any manner suitable to **Your** requirements
  - (ii) upon another site
- (b) the repair or restoration of **Property** damaged

in either case to a condition equivalent to or substantially the same as but not better or more extensive than its condition when new

Special Conditions

- (a) **Our** liability for the repair or restoration of the **Property** damaged in part only shall not exceed the amount which would have been payable had such **Property** been wholly destroyed
- (b) if at the time of reinstatement the sum representing 85% of the cost which would have been incurred in reinstating the whole of the **Property** covered by any item subject to this clause exceeds its Sum Insured at the commencement of any destruction or **Damage** **Our** liability will not exceed that proportion of the amount of the destruction or **Damage** which the said Sum Insured shall bear to the sum representing the total cost of reinstating the whole of such **Property** at that time
- (c) no payment beyond the amount which would have been payable in the absence of this Clause shall be made
  - (i) unless reinstatement commences and proceeds without unreasonable delay
  - (ii) until the cost of reinstatement shall have been actually incurred
  - (iii) if the **Property** insured at the time of its loss destruction or **Damage** shall be insured by any other insurance effected by **You** or on **Your** behalf which is not upon the same basis of reinstatement
- (d) all the terms and conditions of the **Policy** shall apply in respect of any claim payable under the provisions of the Clause except in so far as they are varied hereby
- (e) where claims are payable as if this Special Condition had not been incorporated and the Sum Insured shown on the schedule at the time of the **Damage** is less than the total value of the **Property** then **You** will be regarded as **Your** own insurer for the difference and bear a rateable share of the loss accordingly

### 4 Automatic Reinstatement of Sum Insured

Unless there is written notice by **Us** to the contrary in the event of loss or **Damage** under this Section **We** will automatically reinstate the Sum Insured provided that

- (a) **You** undertake to pay the appropriate additional premium and take immediate steps to effect such additions to or variations in protections as **We** may require
- (b) the aggregate of the amounts so reinstated during any one **Period of Insurance** shall not exceed the amount of the Sum Insured

### 5 Excess

**We** will not be responsible for the first amount of any claim as stated in the **Policy** the Schedule or any **Endorsement**

### 6 Excess Aggregation

Where a claim is to be dealt with under Sections 1 2 3 and 4 and under the terms of the **Policy** **We** are not liable for the first amount of any claim under each Section **We** agree that provided the claim arises out of the same single cause **We** will apply the **Excess** as if the claim was payable under a single Section

### 7 Notice of Unoccupancy

**We** must be notified in writing immediately any **Premises** becomes **Empty or Disused** and a suitable extra premium paid if required

if **You** do not comply with this condition **We** will not pay **Your** claim

### 8 Workmen

Workmen are allowed on the **Premises** for the purposes of making minor structural and other alterations from time to time without prejudice to this insurance

# SECTION 2 – THE CONTENTS OF THE PREMISES

## DEFINITIONS

Also refer to the **Policy** Definitions on pages 4 to 7

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

### Property Insured

All Trade Contents including **Stock Customers Goods Employees and Customers Personal Effects Trade Fixtures and Fittings Computer and Electronic Business Equipment and All Other Contents** belonging to **You** or for which **You** are responsible at the **Premises** including landlords fixtures and fittings and interior decorations for which **You** are responsible

What is Covered	What is not Covered
<p><b>We</b> will indemnify <b>You</b> against <b>Damage</b> to the <b>Property</b> at the <b>Premises</b> described in each item on the Schedule caused by the following Insured Perils up to the Sum Insured for each item shown in the Schedule</p>	<p>Any property more specifically insured by <b>You</b> or on <b>Your</b> behalf</p> <p><b>Indirect Loss</b> of any kind or description</p> <p><b>Damage</b></p> <ul style="list-style-type: none"><li>(a) by confiscation or detention by customs or other officials or authorities</li><li>(b) to <b>Glass</b> or <b>Sanitary Fittings</b> other than breakage by or arising out of Fire Lightning or Explosion or salvage operations consequent thereon</li><li>(c) to <b>Money</b> and <b>Non Negotiable Money</b></li></ul> <p>The amount of the <b>Excess</b> shown in the Schedule</p>
<b>Insured Perils</b>	
1 Fire Lightning Explosion or Earthquake	
2 Impact by Aircraft or other aerial devices or articles dropped from them or by any vehicle train animal falling tree or branch aerial or mast or satellite dish	<p><b>Damage</b></p> <ul style="list-style-type: none"><li>(a) caused by lopping pruning or felling of trees by <b>You</b></li><li>(b) to <b>Glass</b> or <b>Sanitary Fittings</b></li></ul>
3 Storm Tempest or Flood	<p><b>Damage</b></p> <ul style="list-style-type: none"><li>(a) resulting from frost subsidence ground heave or landslip</li><li>(b) to <b>Property</b> insured in the open</li><li>(c) to <b>Stock</b> in any cellar or basement unless placed on racks or shelves at least 150mm (6") above floor level</li><li>(d) to <b>Property</b> insured in any building or part of a building which is <b>Empty or Disused</b></li></ul>
4 Escape of water from any tank apparatus or pipe	<p><b>Damage</b></p> <ul style="list-style-type: none"><li>(a) to <b>Property</b> insured in any building or part of a building which is <b>Empty or Disused</b></li><li>(b) to <b>Stock</b> in any cellar or basement unless placed on racks or shelves at least 150mm (6") above floor level</li><li>(c) caused by leakage of automatic sprinkler installations</li><li>(d) caused by mould or toxic mould</li></ul>
5 Riot civil commotion strikers locked-out workers or persons taking part in labour disturbances or malicious persons	<p><b>Damage</b></p> <ul style="list-style-type: none"><li>(a) arising from the cessation of work</li><li>(b) to <b>Property</b> insured in any building or part of a building which is <b>Empty or Disused</b></li><li>(c) by theft or attempted theft directly caused by malicious persons not acting in connection with any political organisation</li></ul>

What is Covered	What is not Covered
6 Leakage of fuel from any fixed heating installation or of beverages from storage containers pipes or apparatus	<p>(d) <b>Damage</b> caused by <b>Your</b> employees, tenants or any other person lawfully on <b>Your Premises</b></p> <p><b>Damage</b></p> <p>(a) to <b>Property</b> insured in any building which is <b>Empty or Disused</b></p> <p>(b) to <b>Stock</b> in any cellar or basement unless placed on racks or shelves at least 150mm (6") above floor level</p> <p>(c) of or to the fuel or beer or other beverage</p> <p>(d) due to the leakage of beverages from bottled stock</p>
7 Theft or any attempt thereat	<p><b>Damage</b></p> <p>(a) to <b>Property</b> insured in any building which is <b>Empty or Disused</b></p> <p>(b) to tills or cash registers unless they have been left unlocked when the <b>Premises</b> are closed for business</p> <p>(c) to the <b>Property</b> insured by Items 1- 5 of this Section not involving entry to or exit from the <b>Premises</b> by forcible and violent means including violence or threat of violence to <b>You</b> or <b>Your</b> family or any <b>Employee</b> or any other person lawfully on the <b>Premises</b></p> <p>(d) following dishonest or fraudulent action by <b>Your Employees</b> or any person lawfully on the <b>Premises</b></p> <p>(e) to <b>Property</b> insured by deception</p>
8 Any other accidental <b>Damage</b>	<p><b>Damage</b> caused by or resulting from</p> <p>(a) wear and tear erosion the action of light or atmosphere moths vermin or insects</p> <p>(b) any process of cleaning dyeing restoring adjusting or repairing</p> <p>(c) normal maintenance redecoration or repair</p> <p>(d) frost corrosion dampness dryness evaporation loss of weight contamination wet or dry rot marring scratching bruising or deterioration mildew mould or toxic mould</p> <p>(e) change in temperature colour flavour texture or finish</p> <p>(f) subsidence or ground heave of any part of the site on which the <b>Property</b> stands or landslip</p> <p>(g) any dishonest or fraudulent action by any <b>Employee</b> or other person lawfully on the <b>Premises</b></p> <p>(h) any shortage due to error or omission</p> <p>(i) disappearance or shortage only revealed at the time of stock taking or making an inventory</p> <p>(j) erasure or distortion of information on computer systems or other records</p> <p><b>Damage</b></p> <p>(a) arising during installation maintenance removal or use contrary to the manufacturers instructions or interference with any component part</p> <p>(b) to a machine or apparatus arising from its own mechanical electrical or electronic breakdown derangement fault electrical leakage or cut out</p>

What is Covered	What is not Covered
	<ul style="list-style-type: none"> <li>(c) to <b>Property</b> in transit</li> <li>(d) by any of the Insured Perils 1-6</li> <li>(e) specifically excluded by any of the Insured Perils</li> <li>(f) by theft of any description</li> </ul> <p><b>Damage</b> caused by or consisting of</p> <ul style="list-style-type: none"> <li>(a) inherent vice latent defect gradual deterioration its own faulty or defective design or materials</li> <li>(b) faulty or defective workmanship operational error or omission on the part of <b>You</b> or any of <b>Your Employees</b></li> </ul> <p>but this will not exclude subsequent <b>Damage</b> which results from a cause not otherwise excluded</p>

## Extensions

Cover provided by this Section is extended to include

What is Covered	What is not Covered
<p><b>A Damage to Cables and Underground Services</b></p> <p>The cost of repair following accidental <b>Damage</b> for which <b>You</b> are responsible as tenant not as owner to cables and underground service pipes and drains (and their inspection covers) at the <b>Premises</b> or connecting them to the public mains</p>	<p>The costs of maintenance</p> <p><b>Damage</b> caused by</p> <ul style="list-style-type: none"> <li>(a) rust corrosion gradual deterioration rot or fungus vermin insects atmospheric or climatic conditions or other wear and tear</li> <li>(b) normal settlement or shrinkage</li> <li>(c) faulty workmanship defective design or the use of defective materials</li> <li>(d) Any amount in excess of £15,000 in any <b>Period of Insurance</b></li> </ul>
<p><b>B Removal of Debris</b></p> <p>The reasonable costs and expenses necessarily incurred with <b>Our</b> consent in</p> <ul style="list-style-type: none"> <li>(a) removing debris from the <b>Premises</b> and the area immediately adjacent</li> <li>(b) dismantling and / or demolishing shoring up or propping of the portion or portions of the <b>Property</b> as a result of <b>Damage</b> insured by this Section</li> </ul>	<p>Any costs or expenses</p> <ul style="list-style-type: none"> <li>(a) arising from pollution or contamination of property not insured by this Section</li> <li>(b) more specifically insured</li> <li>(c) any amount exceeding the Sum Insured on Trade Contents</li> </ul>
<p><b>C Trace and Access</b></p> <p>The reasonable costs incurred by <b>You</b></p> <ul style="list-style-type: none"> <li>(a) in locating the actual source of <b>Damage</b> and</li> <li>(b) in respect of any repairs directly arising from (a) caused by the escape of water from any tank apparatus or pipe or leakage of fuel from any fixed oil heating installation provided such <b>Damage</b> is insured by this Section for which <b>You</b> are responsible as tenant not owner</li> </ul>	<p>Any amount in excess of £25,000 in any one <b>Period of Insurance</b></p>

What is Covered	What is not Covered
<p><b>D Replacement Locks</b></p> <p>The costs of changing the safe strongroom and external door locks at the <b>Premises</b> in the event that the keys are</p> <ul style="list-style-type: none"> <li>(a) stolen by forcible and violent entry to or exit from the <b>Premises</b> or <b>Your</b> home or the home of an authorised <b>Employee</b></li> <li>(b) stolen by violence or threat of violence to <b>You</b> or <b>Your</b> family or <b>Employees</b></li> </ul> <p>Provided that unless <b>You</b> or <b>Your Employee</b> live on the <b>Premises</b> the keys to any safe or strongroom must not be left at the <b>Premises</b> when closed for business</p>	<p>Any amount in excess of £2,500 any one loss and £25,000 any one <b>Period of Insurance</b></p> <p>The first £50 of any loss</p>
<p><b>E Seasonal Increase</b></p> <p>The Sums Insured in respect of <b>Stock</b> are increased by</p> <ul style="list-style-type: none"> <li>(a) 25% during the months of November and December</li> <li>(b) 25% for a period of up to 15 days before and 15 days after any bank or public holidays except during the period specified in (a) above</li> </ul>	
<p><b>F Loss of Metered Water Heating Oil or Gas</b></p> <p>The additional metered water heating oil or gas charges incurred by <b>You</b> following the loss of metered water or oil or gas contained in a fixed installation at the <b>Premises</b> following insured <b>Damage</b></p>	<p>The first £250 of any loss</p> <p>Any amount in excess of £5,000 any one loss and £25,000 any one <b>Period of Insurance</b></p> <p>Any loss which has not been discovered and remedial action taken within 60 days of the occurrence</p> <p>Any loss occurring whilst the building is <b>Empty or Disused</b></p>
<p><b>G Damage to Signs</b></p> <p><b>Damage</b> to signs whilst fixed on the exterior of or outside and in the vicinity of the <b>Premises</b></p>	<p><b>Damage</b> to Neon signs</p> <p>Any loss occurring whilst the building is <b>Empty or Disused</b></p> <p>Any amount in excess of £1,000 in any one <b>Period of Insurance</b></p>
<p><b>H Attractive Commodities</b></p> <p>Other than where more specifically insured by an item of this Section the <b>Stock</b> item extends to include an amount of cigarettes tobacco cigars wines and spirits</p>	<p>Any amount exceeding £250</p>
<p><b>I Temporary Removal</b></p> <p><b>Property</b> insured other than <b>Stock</b> whilst temporarily removed from or whilst in transit to or from the <b>Premises</b> for cleaning renovation repair or similar purposes provided that all goods remain within the United Kingdom the Republic of Ireland the Channel Islands or the Isle of Man</p>	<p><b>Damage</b></p> <ul style="list-style-type: none"> <li>(a) due to Theft Storm Tempest or Flood unless kept in a locked building</li> <li>(b) to property more specifically insured</li> <li>(c) to any motor vehicles and motor chassis licensed for road use</li> </ul> <p>Any amount exceeding 20% of the <b>Trade Fixtures and Fittings</b> Sum Insured stated in the Schedule</p>
<p><b>J Damage by Emergency Services</b></p> <p>The additional costs of restoring any <b>Damage</b> caused to gardens by the Emergency Services in attending the <b>Premises</b> as a result of the operation of any Insured Peril insured under this Section</p>	<p>Any amount in excess of £5,000 in respect of any one loss and £25,000 in any one <b>Period of Insurance</b></p>

What is Covered	What is not Covered
<p><b>K Exhibitions</b></p> <p><b>Damage</b> by an Insured Peril to the <b>Property</b> insured including whilst being erected or dismantled at any indoor exhibition within Great Britain Northern Ireland the Channel Islands and the Isle of Man</p>	<p><b>Damage</b> by Theft not involving forcible and violent entry to or exit from the exhibition premises</p> <p>Any amount exceeding £2,000</p>
<p><b>L Capital Additions</b></p> <p>(a) Any newly acquired trade contents</p> <p>(b) Alterations additions and improvements to trade contents but not for any appreciation in value anywhere in the United Kingdom the Channel Islands or the Isle of Man</p> <p>Provided that</p> <p>(a) <b>You</b> provide the full particulars of such extension of cover as soon as practicable</p> <p>(b) <b>You</b> pay any additional premium required</p>	<p><b>Damage</b></p> <p>(a) to any property for which any contractor is responsible</p> <p>(b) to any property otherwise insured</p> <p>Any amount in excess of £50,000 or 10% of the sum insured whichever is the lesser</p>
<p><b>M Catering</b></p> <p><b>Damage</b> by an Insured Peril to the <b>Property</b> insured whilst in any building where <b>You</b> are providing outside catering anywhere in the United Kingdom the Channel Islands or the Isle of Man</p>	<p><b>Damage</b> by Theft not involving forcible and violent entry to or exit from the building</p> <p>Any amount exceeding £2,000</p>
<p><b>N Fire Extinguishment Expenses</b></p> <p>The reasonable costs incurred by <b>You</b> in</p> <p>(a) refilling fire extinguishing appliances</p> <p>(b) recharging halon gas and CO2 flooding systems</p> <p>(c) replacing used sprinkler heads</p> <p>(d) refilling sprinkler tanks where water costs are metered</p> <p>(e) resetting fire and intruder alarms</p> <p>all in consequence of <b>Damage</b> insured by this Section</p>	<p>Any amount in excess of £5,000 any one loss</p> <p>Any amount in excess of £25,000 any one <b>Period of Insurance</b></p>
<p><b>O Theft Damage to Buildings</b></p> <p>The reasonable costs incurred in repairing <b>Damage</b> caused by Theft as described in Insured Peril 7 to the <b>Buildings</b> whether or not the <b>Buildings</b> are insured by this Section provided that</p> <p>(a) <b>You</b> are responsible for these repairs as tenant not owner</p> <p>(b) the <b>Damage</b> is not insured by any other policy</p>	<p>Any amount in excess of £5,000 any one loss</p> <p>Any amount in excess of £25,000 any one <b>Period of Insurance</b></p>
<p><b>P Freezer Contents</b></p> <p><b>Damage</b> to frozen or chilled <b>Stock</b> in any freezer cabinet deep freezer cold room cold store or chilled cabinet due to change in temperature resulting from</p> <p>(a) breakdown of the frozen food cabinet freezer cabinet cold store or cold room</p> <p>(b) failure of the public electricity supply</p> <p>(c) accidental leakage of refrigerant</p> <p>Provided that any machine in excess of 10 years old is subject to a maintenance agreement including annual inspection by a competent person</p>	<p>(a) <b>Damage</b> resulting from the deliberate act of any public supply authority to withhold or restrict supply</p> <p>(b) Any amount in excess of £5,000 any one machine</p>



### SPECIAL CONDITIONS APPLICABLE TO THIS SECTION

These conditions of cover apply only to this **Policy** section

**You** must comply with the following conditions to have the full protection of **Your Policy**.

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

#### 1 Index Linking

The Sum Insured by each item is subject to **Index Linking**

#### 2 Limit of Liability

The maximum amount payable in respect of any one item is the Sum Insured stated in the Schedule for that item plus **Index Linking**

#### 3 Basis of Claims Settlement other than Stock and Customers Goods

Following **Damage** to **Property** other than **Stock** and **Customers Goods** under this Section by any of the Insured Perils the basis upon which the amount payable hereunder is calculated will be the reinstatement of the **Property** lost or damaged

For this purpose reinstatement means

- (a) the rebuilding or replacement of **Property** lost or destroyed which provided that **Our** liability is not increased may be carried out
  - (i) in any manner suitable to **Your** requirements
  - (ii) upon another site
- (b) the repair or restoration of **Property** damaged

in either case to a condition equivalent to or substantially the same as but not better or more extensive than its condition when new

Special Conditions

- (a) **Our** liability for the repair or restoration of the **Property** damaged in part only shall not exceed the amount which would have been payable had such **Property** been wholly destroyed
- (b) if at the time of reinstatement the sum representing 85% of the cost which would have been incurred in reinstating the whole of the **Property** covered by any item subject to this clause exceeds its Sum Insured at the commencement of any **Damage** **Our** liability will not exceed that proportion of the amount of the **Damage** which the said Sum Insured shall bear to the sum representing the total cost of reinstating the whole of such **Property** at that time
- (c) no payment beyond the amount which would have been payable in the absence of this Clause shall be made
  - (i) unless reinstatement commences and proceeds without unreasonable delay
  - (ii) until the cost of reinstatement shall have been actually incurred
  - (iii) if the **Property** insured at the time of its **Damage** shall be insured by any other insurance effected by **You** or on **Your** behalf which is not upon the same basis of reinstatement
- (d) all the terms and conditions of the **Policy** shall apply in respect of any claim payable under the provisions of the Clause except in so far as they are varied hereby
- (e) where claims are payable as if this Special Condition had not been incorporated and the Sum Insured shown on the schedule at the time of the **Damage** is less than the total value of the **Property** then **You** will be regarded as **Your** own insurer for the difference and bear a rateable share of the loss accordingly

#### 4 Basis of Claims Settlement – Stock and Customers Goods

Following **Damage** to **Stock** and **Customers Goods** under this Section by any of the Insured Perils **We** will pay **You** the value of the **Property** at the time of such **Damage** or at **Our** option reinstate or replace the **Property** or any part thereof

If the Sum Insured at the time of the loss or **Damage** is less than the full cost of replacement at the current prices then **You** will be **Your** own insurer for the difference and bear a rateable share of the **Damage** accordingly

### 5 Automatic Reinstatement of Sum Insured

Unless there is written notice by **Us** to the contrary in the event of **Damage** under this Section **We** will automatically reinstate the Sum Insured provided that

- (a) **You** undertake to pay the appropriate additional premium and take immediate steps to effect such additions to or variations in protections as **We** may require
- (b) the aggregate of the amounts so reinstated during any one **Period of Insurance** shall not exceed the amount of the Sum Insured

### 6 Excess

**We** will not be responsible for the first amount of any claim as stated in the **Policy** the Schedule or any **Endorsement**

### 7 Excess Aggregation

Where a claim is to be dealt with under Sections 1 2 3 and 4 and under the terms of the **Policy** **We** are not liable for the first amount of any claim under each Section **We** agree that provided the claim arises out of the same single cause **We** will apply the **Excess** as if the claim was payable under a single Section

### 8 Notice of Unoccupancy

**We** must be notified in writing immediately any **Premises** becomes **Empty or Disused** and a suitable extra premium paid if required

if **You** do not comply with this condition **We** will not pay **Your** claim

### 9 Workmen

Workmen are allowed on the **Premises** for the purposes of making minor structural and other alterations from time to time without prejudice to this insurance

# SECTION 3 - BUSINESS MONEY AND PERSONAL ACCIDENT (ASSAULT)

## SUB-SECTION A - BUSINESS MONEY

### DEFINITIONS

Also refer to the **Policy** Definitions on pages 4 to 7

#### Business Hours

The period during which the **Premises** are actually occupied for the purposes of the **Business**

What is Covered	What is not Covered
<p>We will indemnify <b>You</b> against loss by any cause in respect of <b>Money</b> or <b>Non Negotiable Money</b> held in connection with the <b>Business</b> up to the Sum Insured stated for each item on the Schedule whilst</p> <ol style="list-style-type: none"><li>1 In transit within Great Britain Northern Ireland the Channel Islands or the Isle of Man</li><li>2 In a bank night safe</li><li>3 In the <b>Premises</b> during <b>Business Hours</b></li><li>4 In the <b>Premises</b> after <b>Business Hours</b> in a locked safe or strongroom</li><li>5 In the <b>Premises</b> after <b>Business Hours</b></li><li>6 At the private dwelling of <b>You</b> or any authorised <b>Employee</b></li><li>7 In a vending gaming or amusement machine in the <b>Premises</b></li></ol>	<p>The amount of the <b>Excess</b></p> <p><b>Money</b> or <b>Non Negotiable Money</b> the property of the Post Office</p> <p>Loss</p> <ol style="list-style-type: none"><li>(a) due to depreciation shortages errors omissions or <b>Indirect Loss</b> of any kind</li><li>(b) (i) arising from theft fraud or dishonesty by any <b>Employee</b> unless discovered within 14 working days of the loss</li><li>(ii) of any amount in excess of £5,000 any one claim in respect of such loss</li><li>(c) from any unattended vehicle</li><li>(d) by forgery or deception</li><li>(e) from any safe or strongroom after <b>Business Hours</b> unless securely locked</li><li>(f) but for the existence of this Section would have been covered by a Theft by Employee policy other than for any excess beyond the amount recoverable</li></ol>

### EXTENSIONS

Cover provided by this Section is extended to include

What is Covered	What is not Covered
<p><b>A Damage to Safes and Carrying Cases</b></p> <p>The additional costs in the event of <b>Damage</b> to any</p> <ol style="list-style-type: none"><li>(a) safe or strongroom</li><li>(b) case bag or waistcoat when used for the carriage of <b>Money</b></li></ol> <p>provided such <b>Damage</b> is directly associated with any theft or attempted theft therefrom</p>	

### SPECIAL CONDITIONS APPLICABLE TO SUB-SECTION A - BUSINESS MONEY

These conditions of cover apply only to this **Policy** section

**You** must comply with the following conditions to have the full protection of **Your Policy**.

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

#### 1 Personal Carrying Limit

It is a condition that whenever the amount of **Money** (other than **Non Negotiable Money**) in transit exceeds £3,000

(a) the **Money** must be accompanied by not less than two able bodied adults and not more than £3,000 will be carried by any one person

(b) private transport must be used for all transits where the distance exceeds half a mile

if **You** do not comply with this condition we will not pay **Your** claim

#### 2 Records

**You** must keep a complete record of **Money** in a secure place other than in a safe or strongroom containing **Money**

if **You** do not comply with this condition **We** will not pay **Your** claim

#### 3 Keys and Combinations

All keys or notes of combinations of safes or strongrooms must be in **Your** custody or that of an authorised **Employee** or deposited in a secure place not in the vicinity of any safe or strongroom during **Business Hours** or if **You** live on the **Premises** they must be removed to a secure place in the residential part of the **Premises** out of **Business Hours**

if **You** do not comply with this condition **We** will not pay **Your** claim

#### 4 Excess Aggregation

Where a claim is to be dealt with under Sections 1 2 3 and 4 and under the terms of the **Policy** **We** are not liable for the first amount of any claim under each Section **We** agree that provided the claim arises out of the same single cause **We** will apply the **Excess** as if the claim was payable under a single Section

## SECTION 3 BUSINESS MONEY AND PERSONAL ACCIDENT (ASSAULT)

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### SUB-SECTION B - PERSONAL ACCIDENT (ASSAULT)

What is Covered	What is not Covered												
<p>We will in the event of <b>You</b> or any <b>Employee</b> suffering <b>Injury</b> caused solely or directly as a result of robbery or any attempt thereat in the course of the <b>Business</b> pay compensation on the basis of the following Table of Compensation</p> <table><tbody><tr><td>(a) Death</td><td>£10,000</td></tr><tr><td>(b) Total loss or permanent and total loss of use of one or more limbs</td><td>£10,000</td></tr><tr><td>(c) Total and irrecoverable loss of all sight in one or more eyes</td><td>£10,000</td></tr><tr><td>(d) Permanent Total Disablement from any gainful occupation (other than through loss of limbs or sight)</td><td>£10,000</td></tr><tr><td>(e) Total uninterrupted disablement from engaging in the usual occupation for a maximum of 104 weeks at the rate per week of</td><td>£100 Payable Monthly</td></tr><tr><td>(f) Incurred Medical Expenses</td><td>£500</td></tr></tbody></table> <p>Provided that such <b>Injury</b> is independent of any other cause and results in death or disablement within 2 years of sustaining such <b>Injury</b></p>	(a) Death	£10,000	(b) Total loss or permanent and total loss of use of one or more limbs	£10,000	(c) Total and irrecoverable loss of all sight in one or more eyes	£10,000	(d) Permanent Total Disablement from any gainful occupation (other than through loss of limbs or sight)	£10,000	(e) Total uninterrupted disablement from engaging in the usual occupation for a maximum of 104 weeks at the rate per week of	£100 Payable Monthly	(f) Incurred Medical Expenses	£500	<p>Any person who at the time of sustaining <b>Injury</b> is under 16 or over 70 years of age</p> <p>Any <b>Injury</b> which is in any way</p> <ul style="list-style-type: none"><li>(a) brought on by or with the collusion of Directors or employees of the <b>Insured</b></li><li>(b) brought about by drugs or intoxication</li><li>(c) brought about or attributed to intentional self injury provoked assault or wilful exposure to needless peril (except in an attempt to save life)</li></ul> <p>Any compensation under more than one of the items (a) to (d) in the table of compensations for the same <b>Injury</b></p> <p>Any death or bodily injury arising from or influenced by any existing physical defect or infirmity or the medical condition of any person entitled to compensation hereunder or resulting from pregnancy or childbirth</p>
(a) Death	£10,000												
(b) Total loss or permanent and total loss of use of one or more limbs	£10,000												
(c) Total and irrecoverable loss of all sight in one or more eyes	£10,000												
(d) Permanent Total Disablement from any gainful occupation (other than through loss of limbs or sight)	£10,000												
(e) Total uninterrupted disablement from engaging in the usual occupation for a maximum of 104 weeks at the rate per week of	£100 Payable Monthly												
(f) Incurred Medical Expenses	£500												

### EXTENSIONS

Cover provided by this Section is extended to include

What is Covered	What is not Covered
<p><b>A Personal Effects</b></p> <p><b>Damage</b> to the Personal Effects of <b>You</b> or any <b>Employee</b> as a result of robbery or any attempt thereat in the course of the <b>Business</b></p>	<p>Any amount in excess of £500 for any one person</p>

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### SPECIAL CONDITIONS APPLICABLE TO SUB-SECTION B - PERSONAL ACCIDENT (ASSAULT)

These conditions of cover apply only to this **Policy** section

**You** must comply with the following conditions to have the full protection of **Your Policy**.

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

#### 1 Total Temporary Disablement

When compensation has been paid under benefit (e) and subsequently in respect of the same **Injury** becomes payable under benefits (a) to (d) the compensation already paid shall be deducted from the amount payable under benefits (a) to (d)

#### 2 Medical

In the event of any disablement **You** or any **Employee** must immediately place yourselves under the care of a qualified medical practitioner and as often as required by **Us** submit to medical examination on **Our** behalf at **Our** expense

**You** or any **Employee** shall at **Your** expense furnish all certificates and information in such form and of such nature as **We** may reasonably require

In the event of death **We** will be entitled to a post-mortem examination at **Our** expense  
if **You** do not comply with this condition **We** will not pay **Your** claim

# SECTION 4 – GLASS BREAKAGE

## What is Covered

In the event of breakage of **Glass** and **Sanitary Fittings** for which **You** are responsible at the **Premises** **We** will replace or at **Our** option pay **You** the costs of replacement

In addition **We** will pay for

- (a) the reasonable costs of boarding-up following breakage of **Glass**
- (b) the repair of **Damage** to the frames or framework as result of such breakage of **Glass**
- (c) the cost of removal or replacement of fixtures and fittings in the course of replacement of **Glass**
- (d) the cost of replacing lettering or other ornamental work and alarm foil on **Glass** following breakage up to a maximum of £500 after the deduction of any **Excess**
- (e) accidental **Damage** to goods incidental to the **Business** caused by the breakage of **Glass** in display windows

## What is not Covered

The amount of the **Excess**

Any breakage or **Damage**

- (a) by or arising out of fire lightning or explosion or preventative or salvage operations consequent thereon
- (b) occurring during removal or installation or arising out of repairs or alterations being carried out at the **Premises**
- (c) caused in connection with theft of **Property** from the **Premises** unless **We** have agreed to indemnify **You** in respect of such theft under Section 2 of this **Policy**
- (d) of any item flawed or broken at the commencement of this insurance
- (e) in any portion of the Building which is **Empty or Disused**

## SPECIAL CONDITIONS APPLICABLE TO THIS SECTION

These conditions of cover apply only to this **Policy** section

**You** must comply with the following conditions to have the full protection of **Your Policy**.

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

### 1 Excess Aggregation

Where a claim is to be dealt with under Sections 1 2 3 and 4 and under the terms of the **Policy** **We** are not liable for the first amount of any claim under each Section **We** agree that provided the claim arises out of the same single cause **We** will apply the **Excess** as if the claim was payable under a single Section

# SECTION 5 – GOODS IN TRANSIT

## DEFINITIONS

Also refer to the **Policy** Definitions on pages 4 to 7

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

### Trade Contents

**Stock Customers Goods Employees and Customers Personal Effects Trade Fixtures and Fittings Computer and Electronic Business Equipment and All Other Contents** belonging to **You** or for which **You** are responsible

### Transit

From the time the **Trade Contents** are lifted by **You** or **Your Employees** until they are placed at their destination (excluding their installation) including loading and unloading and temporary housing

## What is Covered

We will indemnify **You** in respect of **Damage** to the **Trade Contents** whilst in **Transit** by vehicles owned hired or leased by **You** anywhere in Great Britain Northern Ireland the Channel Islands the Isle of Man and the Republic of Ireland

Provided always that **Our** maximum liability in respect of any one vehicle trailer or semi-trailer or any one loss or series of losses arising out of a single event or in the aggregate shall not exceed the amount stated on the Schedule

## What is not Covered

The amount of the **Excess**

Theft from any unattended vehicle trailer or semi-trailer unless

- (a) such vehicle trailer or semi-trailer is securely locked at all points of access where locks are fitted all manufacturers security devices have been put into effect and all keys have been removed from the vehicle

and

- (b) between the hours of 9.00pm and 6.00am the vehicle trailer or semi trailer is garaged within a securely locked building

**Damage** due to

- (a) the deterioration of goods conveyed in frozen chilled or insulated condition due to faulty stowage or incorrect setting or operation of the equipment or variations in temperature unless directly due to fire or accident to the conveying vehicle or by theft or attempted theft
- (b) natural deterioration
- (c) default in packing or addressing of any parcel or package

Any **Indirect Loss** of any kind or **Damage** due to delay or loss of market

**Damage** to **Glass** precious metals bills of exchange promissory notes **Money** securities for **Money** stamps precious stones jewellery bullion documents manuscripts business books plans or designs or death of or injury to living creatures

**Damage** arising from spillage leakage fermentation taint contamination deterioration mechanical or electrical breakdown of any goods or merchandise unless directly traceable to fire lightning or road accident happening to the vehicle

Any amount in excess of £500 for any one person in respect of **Damage** to **Employees and Customers Personal Effects**



### SPECIAL CONDITIONS APPLICABLE TO THIS SECTION

These conditions of cover apply only to this **Policy** section

**You** must comply with the following conditions to have the full protection of **Your Policy**.

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

#### 1 Limit of Liability

The maximum amount payable in respect of any one item insured is the Sum Insured stated in the Schedule

#### 2 Automatic Reinstatement of Sum Insured

Unless there is written notice by **Us** to the contrary in the event of **Damage** under this Section **We** will automatically reinstate the Sum Insured provided that

- (a) **You** undertake to pay the appropriate additional premium and take immediate steps to effect such additions to or variations in protections as **We** may require
- (b) the aggregate of the amounts so reinstated during any one **Period of Insurance** shall not exceed the amount of the Sum Insured

#### 3 Basis of Claim Settlement

The basis of claims settlement under this Section is

##### (a) Stock

**We** will pay **You** the value of the **Property** at the time of the **Damage** or at **Our** option reinstate or replace the **Property** or any part thereof

##### (b) Trade Contents other than Stock

Following **Damage** to **Property** other than **Stock** the basis upon which the amount payable hereunder is calculated will be the reinstatement of the **Property** damaged

For this purpose "reinstatement" means

- (i) the replacement of **Property** lost or destroyed which
- (ii) the repair or restoration of **Property** damaged

in either case to a condition equivalent to or substantially the same as but not better or more extensive than its condition when new

### SPECIAL CONDITIONS

#### 1 Average

If the Sum Insured at the time of the **Damage** is less than the full cost of the replacement at current prices then **You** will be regarded as **Your** own insurer for the difference and bear a rateable share of the **Damage** accordingly

**EXTENSIONS**

Cover provided by this Section is extended to include

What is Covered	What is not Covered
<p><b>A Removal of Debris</b></p> <p>The reasonable costs and expenses necessarily incurred with <b>Our</b> consent</p> <ul style="list-style-type: none"> <li>(a) in removing debris</li> <li>(b) in site clearance</li> <li>(c) for transhipment and recovery charges</li> </ul> <p>following collision overturning or impact of any vehicle trailer or semi-trailer owned hired or leased by <b>You</b> with any object or to reduce the amount of any claim</p>	<p>Any amount in excess of £2,500</p>
<p><b>B Sheets Ropes Chains Toggles and Packing Materials</b></p> <p><b>Damage</b> to sheets ropes chains toggles and packing materials while carried on any vehicle trailer or semi-trailer owned hired or leased by <b>You</b></p>	<p>Any amount in excess of £2,500</p>
<p><b>C Damage to Tools</b></p> <p><b>Damage</b> to Tools in or from any vehicle trailer or semi-trailer owned hired or leased by <b>You</b></p>	<p>Any amount in excess of £1,500</p> <p><b>Damage</b> caused by theft from any unattended vehicle trailer or semi-trailer</p> <p>However this Exclusion will not apply if</p> <ul style="list-style-type: none"> <li>(a) all doors windows and other points of access have been locked where locks have been fitted</li> <li>(b) all manufacturer’s security devices have been put into operation</li> <li>(c) the keys have been removed from the unattended vehicle</li> <li>(d) unattached trailers have anti-hitching devices fitted and they have been put into effect</li> <li>(e) from 9pm until collected the next day by <b>You</b> or any <b>Employee</b> the unattended vehicle is             <ul style="list-style-type: none"> <li>(i) parked within a locked building of substantial construction or</li> <li>(ii) parked within a locked compound surrounded by secure walls or fences</li> </ul> </li> </ul>

# SECTION 6 – BUSINESS LIABILITY

## SUB-SECTION A - EMPLOYERS LIABILITY

### DEFINITIONS

Also refer to the **Policy** Definitions on pages pages 4 to 7

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

#### Compensation

Damages including interest

#### Costs and Expenses

- (a) Costs and expenses of claimants for which **You** are legally liable
- (b) Costs and expenses incurred with **Our** written consent in respect of any claim which may be the subject of indemnity under this Sub-Section
- (c) Fees incurred with **Our** written consent for
  - (i) defence in any Court of Summary Jurisdiction of any proceedings brought against **You** in respect of breach or alleged breach of any statutory or common law duty resulting in **Injury**
  - (ii) representation at a Coroners Court or Fatal Accident Inquiry in respect of any death in connection with any event which is or may be the subject of indemnity under this Sub-Section

#### Territorial Limits

- (a) Great Britain Northern Ireland the Isle of Man and the Channel Islands
- (b) Elsewhere in the world other than **Offshore** for visits in connection with the **Business** undertaken by the **Insured** or any **Employee** normally resident in Great Britain Northern Ireland the Isle of Man or the Channel Islands in respect of the performance of non-manual work

#### What is Covered

**We** will indemnify **You** against all sums that **You** become legally liable to pay as **Compensation** and **Costs and Expenses** in respect of **Injury** sustained by any **Employee** caused during the **Period of Insurance** within the **Territorial Limits** and arising out of their employment by **You** in the course of the **Business**

#### Limit of Liability

**Our** liability under this Section for **Compensation** and **Costs and Expenses** payable in respect of any one claim against **You** or series of claims against **You** arising out of one event will not exceed the amount stated in the Schedule

#### What is not Covered

Any liability arising out of

- (a) any work away from the **Premises** other than non-manual commercial duties collection or delivery or outside catering
- (b) being on working on or travelling to or from any **Offshore** location

Any liability for which compulsory motor insurance or security is required under the Road Traffic Act 1988 as amended by the Motor Vehicles (Compulsory Insurance) Regulations 1992 and the Road Traffic (Northern Ireland) Order 1981 as amended by the Motor Vehicles (Compulsory Insurance) Regulations (Northern Ireland) 1993 or any other compulsory Road Traffic Act Legislation

**EXTENSIONS**

Cover provided by this Sub-Section is extended to include

What is Covered	What is not Covered
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**A Payment for Court Attendance**

In the event of any of the under mentioned persons attending court as a witness at **Our** request in connection with a claim in respect of which **You** are entitled to indemnity under this Sub-Section **We** will provide compensation to **You** at the following rates per day for each day on which attendance is required

- |   |      |
|---|------|
| (a) any Director or Partner of the <b>Insured</b> | £250 |
| (b) any <b>Employee</b>                           | £150 |

**B. Injury to Working Partners**

**We** will treat as an **Employee** any working partner or proprietor of the **Business** who suffers **Injury** provided that

- (a) such **Injury** is sustained whilst working in connection with the **Business** during the **Period of Insurance** and within the **Territorial Limits**
- (b) such **Injury** is caused by another working partner proprietor or **Employee**
- (c) the injured working partner or proprietor has a valid right of action in negligence against the working partner proprietor or **Employee** responsible for the **Injury**

**C Health and Safety at Work**

**We** will indemnify **You** in respect of the **Costs and Expenses** of legal representation in connection with an alleged breach of statutory duty under Health and Safety Legislation enacted within the Great Britain Northern Ireland the Channel Islands and the Isle of Man occurring during the **Period of Insurance** where there is also a claim or potential claim against **You** for **Compensation** covered by this Section

**You** must obtain **Our** prior consent to legal representation and **We** will only agree to payment on a fee basis agreed by **Us**

In addition, **We** will fund the cost of an appeal against a conviction provided it is the opinion of Counsel appointed by mutual consent that such an appeal is more likely to succeed than not and that the total amount of **Compensation** and claimants costs is likely to exceed the total cost of legal representation.

If a claim for **Compensation** is settled or withdrawn **We** will have no further liability under this Extension other than for **Costs and Expenses** of legal representation incurred before the date of the claims payment or withdrawal of the claim

The maximum **We** will pay for all costs under this Extension as a result of all occurrences during any one **Period of Insurance** will not exceed £1,000,000

Any fines penalties or award of **Compensation** imposed by a criminal court

The **Costs and Expenses** of an appeal against improvement or prohibition notices

Any **Costs and Expenses** covered by any other insurance

The **Costs and Expenses** of any investigation or prosecution brought other than under the laws of the Great Britain, Northern Ireland the Channel Islands or the Isle of Man

The **Costs and Expenses** in respect of any deliberate act or omission by **You**

The **Costs and Expenses** on indictment for manslaughter, corporate manslaughter corporate homicide or culpable homicide other than costs already incurred under this clause.

The **Costs and Expenses** in respect of any activity or risk excluded from this **Policy**

## What is Covered

## What is not Covered

**D Unsatisfied Court Judgements**

In the event of **Injury** to an **Employee** sustained during the **Period of Insurance** and arising out of their employment by **You** in the course of the **Business** which results in a judgement for **Compensation** being obtained by such **Employee** or their personal representatives and which remains unsatisfied in whole or in part six months after the date of such judgement **We** will at **Your** request pay to the **Employee** or their personal representatives the amount of any such damages and any awarded costs to the extent that they remain unsatisfied provided that

- (a) the judgement for **Compensation** is obtained in a court of law within Great Britain Northern Ireland the Channel Islands or the Isle of Man against a company partnership or individual other than **You** conducting business at or from **Premises** within Great Britain Northern Ireland the Channel Islands or the Isle of Man
- (b) there is no appeal outstanding
- (c) this judgement relates to **Injury** which would otherwise be within the terms of the **Policy**

If any payment is made under the terms of this Extension the **Employee** or the personal representatives of the **Employee** shall assign the judgement to **Us**

**E Additional Persons Insured**

**We** will subject to the terms of this **Policy** indemnify

- (a) in the event of the death of any person entitled to indemnity under this Sub-Section the deceased's legal personal representatives but only in respect of liability incurred by such deceased person
- (b) at **Your** request
  - (i) any principal in respect of liability arising out of the performance by **You** of any agreement entered into by **You** with the principal to the extent required by such agreement
  - (ii) any Director of the **Insured** or **Employee** in respect of liability arising in connection with the **Business**

Provided that **You** would have been entitled to indemnity under this Sub-Section if the claim had been made against **You**

- (iii) any officer committee or member of **Your** canteen sports social or welfare organisations fire security first aid medical or ambulance services in their respective capacities as such
- (iv) any Director or senior official of the **Insured** in respect of private work undertaken by any **Employee** for such Director or senior official

Provided that

- (a) such persons are not entitled to indemnity under any other policy covering such liability
- (b) each person will as though they were **You** observe fulfil and be subject to the terms of this **Policy** insofar as they can apply

### What is Covered

- (c) **We** shall retain the sole conduct and control of all claims
- (d) where **We** are required to indemnify more than one party the total amount of indemnity payable to all parties in respect of **Compensation** and **Costs and Expenses** will not exceed the amount stated on the Schedule

### What is not Covered

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## SPECIAL CONDITIONS APPLICABLE TO SUB-SECTION A - EMPLOYERS LIABILITY

These conditions of cover apply only to this **Policy** section

**You** must comply with the following conditions to have the full protection of **Your Policy**.

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

### 1 Discharge of Liability

**We** may pay **You** the Limit of Liability or any lesser amount for which any claim or claims against **You** can be settled taking into account any amount already paid and **We** will be under no further liability in respect of such claim or claims except for **Costs and Expenses** incurred prior to the date of such payment provided that in no circumstances shall the total amount paid exceed the Limit of Liability

### 2 Right of Recovery

This insurance is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to **Employees** in Great Britain Northern Ireland the Channel Islands or the Isle of Man but **You** will repay to **Us** all sums paid by **Us** which **We** would not have been liable to pay but for the provisions of such law

### 3 Radioactive Contamination

So far as concerns the liability of any principal or liability assumed by **You** under agreement and which would not have attached in the absence of such agreement this Sub-Section will not apply to any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from

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

### SUB-SECTION B - PUBLIC AND PRODUCTS LIABILITY

#### DEFINITIONS

Also refer to the **Policy** Definitions on pages 4 to 7

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

#### **Asbestos**

Asbestos asbestos fibres or any derivatives of asbestos

#### **Compensation**

Damages including interest

#### **Costs and Expenses**

- (a) Costs and expenses of claimants for which **You** are legally liable
- (b) Costs and expenses incurred with **Our** written consent in respect of any claim which may be the subject of indemnity under this Sub-Section
- (c) Fees incurred with **Our** written consent for
  - (i) defence in any Court of Summary Jurisdiction of any proceedings brought against **You** in respect of breach or alleged breach of any statutory or common law duty resulting in **Injury**
  - (ii) representation at a Coroners Court or Fatal Accident Inquiry in respect of any death in connection with any event which is or may be the subject of indemnity under this Sub-Section

#### **Pollution and Contamination**

- (a) All pollution and contamination of buildings or other structures or of water or land or the atmosphere and
- (b) All **Damage** to property or **Injury** directly or indirectly caused by such pollution and contamination

#### **Territorial Limits**

- (a) Great Britain Northern Ireland the Isle of Man and the Channel Islands
- (b) Elsewhere in the world other than **Offshore** for visits in connection with the **Business** undertaken by the **Insured** or any **Employee** normally resident in Great Britain Northern Ireland the Isle of Man or the Channel Islands in respect of the performance of non-manual work
- (c) Anywhere in the world in connection with **Products** supplied at or from premises in Great Britain Northern Ireland the Isle of Man or the Channel Islands

### What is Covered

We will indemnify **You** against all sums that **You** become legally liable to pay as **Compensation** and **Costs and Expenses** as a result of accidental

- (a) **Injury** to any person
- (b) **Damage** to material property
- (c) Obstruction trespass nuisance or interference with any right of way air or light or water or other easement
- (d) Wrongful arrest malicious prosecution detention imprisonment eviction or accusation of shoplifting of any person (not being an **Employee**)

occurring within the **Territorial Limits** during the **Period of Insurance**

- (a) happening in the course of the **Business** or
- (b) caused by **Products** sold or supplied by **You** in the course of the **Business**

### Limit of Liability

- 1 **Our** liability under this Sub-Section for **Compensation** payable in respect of any one claim against **You** or series of claims against **You** arising out of one event will not exceed the amount stated in the Schedule other than
  - (a) in respect of any claims against **You** made within the legal jurisdiction of the United States of America or Canada or if an action is commenced therein or in any subsequent action in connection therewith is brought elsewhere in the world **Our** liability in respect of **Compensation** and **Costs and Expenses** will not exceed the amount stated on the Schedule
  - (b) in respect of **Products** or **Pollution and Contamination** where the amount stated on the Schedule will be the maximum amount payable in respect of all claims occurring during any one **Period of Insurance**

### What is not Covered

The amount of the **Excess**

Any liability arising out of

- (a) **Injury** to any **Employee** partner or proprietor
- (b) loss of or **Damage** to any property owned loaned leased hired or rented to **You**
- (c) loss or **Damage** to any property held in trust or in the custody of **You** any **Employee** or any other party who is carrying out work on **Your** behalf
- (d) the ownership possession or use by **You** or on **Your** behalf of any craft designed to travel in on or through water air or space other than hand propelled watercraft less than 8 metres in length
- (e) the ownership possession or use by **You** or on **Your** behalf of any mechanically propelled vehicle or trailer attached thereto
  - (i) in circumstances to which the Road Traffic Acts or other road traffic legislation applies
  - (ii) if such liability is insured by any other policy or is required by any traffic legislation to be the subject of compulsory insurance or other security
- (f) any work away from the **Premises** other than non manual commercial duties collection or delivery or outside catering
- (g) being on working on or travelling to or from or supplying **Products** to any **Offshore** location
- (h) **Damage** to or the cost incurred by anyone in repairing removing dismantling replacing re-applying rectifying modifying or reinstating any **Products** supplied
  - (i) advice instruction consultancy design formula specification inspection certification or testing other than in connection with **Products** for which indemnity is provided under this Sub-Section
- (j) any **Products** installed or incorporated in any craft designed to travel in or through air or space and which to **Your** knowledge was intended to be installed or incorporated in such craft
- (k) any **Products** supplied which could affect the safety or operation of nuclear installations
- (l) **Pollution and Contamination**
  - (i) occurring in the United States of America (or any territory within its jurisdiction) or Canada
  - (ii) elsewhere other than 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**

All **Pollution and Contamination** which arises out of one incident will be deemed to have occurred at the time such incident takes place
- (m) the disposal of assets other than furniture and office equipment previously used in the course of the **Business**



What is Covered	What is not Covered
	<ul style="list-style-type: none"> <li>(n) any work carried out on motorised vehicles or motorised cycles</li> <li>(o) <b>Damage</b> to that part of any property upon which <b>You</b> or anyone on <b>Your</b> behalf is or has been working</li> <li>(p) <b>Damage</b> to any commodity article or thing supplied installed or erected by <b>You</b> if such <b>Damage</b> is attributable to any defect therein or the harmful nature or unsuitability thereof</li> <li>(q) mould or toxic mould</li> </ul> <p>Any liability in respect of</p> <ul style="list-style-type: none"> <li>(a) any costs incurred in recalling or making refunds in respect of any <b>Products</b> supplied</li> <li>(b) any action for damages brought in a Court of Law of any territory outside Great Britain Northern Ireland the Channel Islands or the Isle of Man in which <b>You</b> have a branch or subsidiary or is represented by a party domiciled in such territory or by a party holding <b>Your</b> Power of Attorney</li> <li>(c) <b>Injury</b> or <b>Damage</b> to property caused by or in connection with anything sold or supplied by <b>You</b> which to <b>Your</b> knowledge are directly or indirectly exported to the United States of America (or any territory within its jurisdiction) or Canada</li> <li>(d) liquidated damages fines or penalties</li> <li>(e) punitive exemplary or aggravated damages or any additional damages resulting from the multiplication of compensatory damages or other non-compensatory damages</li> <li>(f) the exposure to inhalation of fears of the consequences of exposure to or inhalation of the costs incurred by anyone in repairing removing replacing recalling rectifying reinstating or managing (including those of any persons under statutory duty to manage) any property arising out of the presence of <b>Asbestos</b> including any product containing <b>Asbestos</b></li> </ul> <p>Any liability which is imposed on <b>You</b> by reason of the terms of any contract conditions or agreement which would not have attached in the absence of such agreement other than</p> <ul style="list-style-type: none"> <li>(a) under any warranty of goods implied by law</li> <li>(b) under an indemnity clause in any agreement between <b>You</b> and any independent carrier in respect of <b>Injury</b> or <b>Damage</b> caused by <b>Products</b> entrusted to such carrier for transit by road rail or waterway</li> </ul> <p>Any liability which is insured by or would but for the existence of this Sub-Section be insured by any other policy</p> <p>Any liability arising from or caused by any professional negligence wrongful or inadequate treatment examination prescription advice by <b>You</b> or anyone acting on <b>Your</b> behalf This Exclusion shall not apply to the provision of emergency first aid</p>

## EXTENSIONS

What is Covered	What is not Covered
<p><b>A Cross Liabilities</b></p> <p>If there is more than one <b>Insured</b> specified in the Schedule this Sub-Section will apply separately to each one as if a separate <b>Policy</b> had been issued to each provided that <b>Our</b> total liability does not exceed the Limit of Indemnity stated on the Schedule</p>	
<p><b>B Defective Premises Act</b></p> <p><b>We</b> will indemnify <b>You</b> in respect of <b>Injury</b> or loss or <b>Damage</b> to property which <b>You</b> may incur as owner by virtue of the Defective Premises Act 1972 or the Defective Premises (Northern Ireland) Order 1975 in connection with any premises which have been disposed of by <b>You</b> and which prior to disposal were occupied by <b>You</b> in connection with the <b>Business</b></p>	<p>Any liability for which <b>You</b> are in entitled to indemnity under any other policy of insurance</p> <p><b>Injury</b> or loss or <b>Damage</b> happening prior to the disposal of the premises</p> <p>The cost of repairing replacing or reinstating any defect or alleged defect giving rise to such claim or for the rectification of faulty workmanship</p> <p>Any reduction in value</p>
<p><b>C Contingent Motor Liability</b></p> <p><b>We</b> will indemnify <b>You</b> in respect of liability arising out of the use of any motor vehicle not owned or provided by <b>You</b> being used by <b>Your Employee</b> in connection with the <b>Business</b> anywhere in Great Britain Northern Ireland the Channel Islands or the Isle of Man</p>	<p><b>Damage</b> to the vehicle or the goods carried in or on the vehicle</p> <p><b>Injury</b> or <b>Damage</b> whilst being driven by <b>You</b></p> <p><b>Injury</b> or <b>Damage</b> whilst being driven by any person with the general consent of <b>You</b> or <b>Your</b> representative who to <b>Your</b> or <b>Your</b> representatives knowledge does not hold a licence to drive such vehicle unless such person has held and is not disqualified from holding such licence</p> <p>Any liability for which <b>You</b> are entitled to indemnity under any other policy of insurance</p>
<p><b>D Health and Safety at Work</b></p> <p><b>We</b> will indemnify <b>You</b> in respect of the <b>Costs and Expenses</b> of legal representation in connection with an alleged breach of statutory duty under Health and Safety Legislation enacted within the Great Britain Northern Ireland the Channel Islands and the Isle of Man occurring during the <b>Period of Insurance</b> where there is also a claim or potential claim against <b>You</b> for <b>Compensation</b> covered by this Section</p> <p><b>You</b> must obtain <b>Our</b> prior consent to legal representation and <b>We</b> will only agree to payment on a fee basis agreed by <b>Us</b></p> <p>In addition, <b>We</b> will fund the cost of an appeal against a conviction provided it is the opinion of Counsel appointed by mutual consent that such an appeal is more likely to succeed than not and that the total amount of <b>Compensation</b> and claimants costs is likely to exceed the total cost of legal representation.</p> <p>If a claim for <b>Compensation</b> is settled or withdrawn <b>We</b> will have no further liability under this Extension other than for <b>Costs and Expenses</b> of legal representation incurred before the date of the claims payment or withdrawal of the claim</p> <p>The maximum <b>We</b> will pay for all costs under this Extension as a result of all occurrences during any one <b>Period of Insurance</b> will not exceed £1,000,000</p>	<p>Any fines penalties or award of <b>Compensation</b> imposed by a criminal court</p> <p>The <b>Costs and Expenses</b> of an appeal against improvement or prohibition notices</p> <p>Any <b>Costs and Expenses</b> covered by any other insurance</p> <p>The <b>Costs and Expenses</b> of any investigation or prosecution brought other than under the laws of the Great Britain, Northern Ireland the Channel Islands or the Isle of Man</p> <p>The <b>Costs and Expenses</b> in respect of any deliberate act or omission by <b>You</b></p> <p>The <b>Costs and Expenses</b> on indictment for manslaughter, corporate manslaughter corporate homicide or culpable homicide other than costs already incurred under this clause.</p> <p>The <b>Costs and Expenses</b> in respect of any activity or risk excluded from this <b>Policy</b></p>

What is Covered	What is not Covered				
<p><b>E Consumer Protection and Food Safety Acts</b></p> <p><b>We</b> will indemnify <b>You</b> in respect of the <b>Costs and Expenses</b> of legal representation in connection with an alleged breach of statutory duty under Consumer Protection and Food Safety legislation enacted within Great Britain Northern Ireland the Channel Islands and the Isle of Man occurring during the <b>Period of Insurance</b> where there is also a claim or potential claim against <b>You</b> for <b>Compensation</b> covered by this Section <b>You</b> must obtain <b>Our</b> prior consent to legal representation and <b>We</b> will only agree to payment on a fee basis agreed by <b>Us</b></p> <p>In addition, <b>We</b> will fund the cost of an appeal against a conviction provided it is the opinion of Counsel appointed by mutual consent that such an appeal is more likely to succeed than not and that the total amount of <b>Compensation</b> and claimants costs is likely to exceed the total cost of legal representation.</p> <p>If a claim for <b>Compensation</b> is settled or withdrawn <b>We</b> will have no further liability under this Extension other than for <b>Costs and Expenses</b> of legal representation incurred before the date of the claims payment or withdrawal of the claim</p> <p>The maximum <b>We</b> will pay for all costs under this Extension as a result of all occurrences during any one <b>Period of Insurance</b> will not exceed £1,000,000</p>	<p>Any fines penalties or awards of <b>Compensation</b> imposed by a criminal court</p> <p>Any <b>Costs and Expenses</b> covered by any other insurance</p> <p>The <b>Costs and Expenses</b> of any investigation or prosecution brought other than under the laws of the Great Britain, Northern Ireland the Channel Islands or the Isle of Man</p> <p>The <b>Costs and Expenses</b> in respect of any deliberate act or omission by <b>You</b></p>				
<p><b>F Damage to Leased or Rented Premises</b></p> <p><b>We</b> will indemnify <b>You</b> in respect of <b>Damage</b> to the <b>Premises</b> (including fixtures and fittings) for which <b>You</b> are legally liable within Great Britain Northern Ireland the Isle of Man or the Channel Islands which are hired rented and occupied by <b>You</b> in connection with the <b>Business</b></p>	<p>Such <b>Damage</b> if the liability is assumed under a tenancy or other agreement and would not have attached in the absence of such agreement</p> <p>Such <b>Damage</b> which the tenancy or other agreement specifies that insurance is taken out by <b>You</b> or on <b>Your</b> behalf</p> <p>The first £100 of any claim other than where the cause is Fire or Explosion</p>				
<p><b>G Payment for Court Attendance</b></p> <p>In the event of any of the under mentioned persons attending court as a witness at <b>Our</b> request in connection with a claim in respect of which <b>You</b> are entitled to indemnity under this Sub-Section <b>We</b> will provide compensation to <b>You</b> at the following rates per day for each day on which attendance is required</p> <table border="0"> <tr> <td>(a) any Director or Partner of the <b>Insured</b></td> <td>£250</td> </tr> <tr> <td>(b) any <b>Employee</b></td> <td>£150</td> </tr> </table>	(a) any Director or Partner of the <b>Insured</b>	£250	(b) any <b>Employee</b>	£150	
(a) any Director or Partner of the <b>Insured</b>	£250				
(b) any <b>Employee</b>	£150				
<p><b>H Personal Belongings</b></p> <p><b>We</b> will indemnify <b>You</b> in respect of <b>Damage</b> to clothing and personal effects belonging to <b>Employees</b> or callers for which <b>You</b> are legally liable in connection with the <b>Business</b></p>	<p>Clothing and personal effects being worked on or held for the purposes of being worked on</p>				

What is Covered	What is not Covered
<p><b>I General Data Protection Regulation</b></p> <p><b>We</b> will also indemnify <b>You</b> against <b>Your</b> legal liability to pay Damages (including claimants' costs fees and expenses) arising from any claim or claims for material or non-material damage under the General Data Protection Regulations and/or any equivalent law enacted in the United Kingdom and/or any subsequent similar legislation first made against <b>You</b> in writing during the <b>Period of Insurance</b></p> <p><b>Our</b> maximum liability including all <b>Cost and Expenses</b> under this Extension in respect of all claims occurring during any one <b>Period of Insurance</b> will not exceed £250,000</p> <p>It is a condition precedent to <b>Our</b> liability under this Extension that <b>You</b> can demonstrate that <b>You</b> have taken reasonable steps to comply with the requirements of the Regulations and/or any equivalent law enacted in the United Kingdom and/or any subsequent similar legislation</p>	<p>Any liability in respect of</p> <ul style="list-style-type: none"> <li>(a) liability caused by or arising from any incident or circumstances known to <b>You</b> at the inception of this cover and which could reasonably have been expected to give rise to a claim</li> <li>(b) any claim or claims made by or on behalf of any director partner or <b>Employee of Yours</b> in connection with their employment in the <b>Business</b></li> <li>(c) proceedings consequent upon any deliberate act or omission by or on <b>Your</b> behalf if the result could reasonably have been expected having regard to the nature and circumstances of such act or omission</li> <li>(d) any fines or penalties</li> </ul>
<p><b>J Overseas Personal Liability</b></p> <p><b>We</b> will indemnify <b>You</b> and at <b>Your</b> request any Director Partner or <b>Employee of Yours</b> or any family member accompanying them in respect of legal liability incurred in a personal capacity whilst such persons are temporarily outside Great Britain Northern Ireland the Channel Islands or the Isle of Man in connection with the <b>Business</b></p>	<p>Any liability arising out of</p> <ul style="list-style-type: none"> <li>(a) the ownership or tenure of any land or building</li> <li>(b) the carrying on of any trade or profession</li> <li>(c) the ownership possession or use of wild animals firearms (other than sporting guns), mechanically propelled vehicles aircraft or watercraft</li> <li>(d) the existence of any agreement unless liability would have existed otherwise</li> </ul> <p>Where indemnity is provided by another insurance policy</p>
<p><b>K Additional Persons Insured</b></p> <p><b>We</b> will subject to the terms of this <b>Policy</b> indemnify</p> <ul style="list-style-type: none"> <li>(a) in the event of the death of any person entitled to indemnity under this Sub-Section the deceased's legal personal representatives but only in respect of liability incurred by such deceased person</li> <li>(b) at <b>Your</b> request <ul style="list-style-type: none"> <li>(i) any principal in respect of liability arising out of the performance by <b>You</b> of any agreement entered into by <b>You</b> with the principal to the extent required by such agreement</li> <li>(ii) any Director of the <b>Insured</b> or <b>Employee</b> in respect of liability arising in connection with the <b>Business</b></li> </ul> <p>Provided that <b>You</b> would have been entitled to indemnity under this Sub-Section if the claim had been made against <b>You</b></p> <li>(iii) any officer committee or member of <b>Your</b> canteen sports social or welfare organisations fire security first aid medical or ambulance services in their respective capacities as such</li> <li>(iv) any Director or senior official of the <b>Insured</b> in respect of private work undertaken by any <b>Employee</b> for such Director or senior official</li> </li></ul>	

What is Covered	What is not Covered
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Provided that

- (a) such persons are not entitled to indemnity under any other policy covering such liability
- (b) each person will as though they were **You** observe fulfil and be subject to the terms of this **Policy** insofar as they can apply
- (c) **We** shall retain the sole conduct and control of all claims
- (d) where **We** are required to indemnify more than one party the total amount of indemnity payable to all parties in respect of **Compensation** will not exceed the amount stated in Sub-Section B of this Section on the Schedule

**L Corporate Manslaughter and Corporate Homicide**

**We** will indemnify **You** in respect of the **Costs and Expenses** of legal representation in connection with any criminal inquiry into or court proceedings brought for a breach of the Corporate Manslaughter and Corporate Homicide Act 2007, or successors thereof in respect of any death occurring during the **Period of Insurance** where there is also a claim or potential claim against **You** for **Compensation** covered by this Section

**You** must obtain **Our** prior consent to legal representation and **We** will only agree to payment on a fee basis agreed by **Us**

In addition, **We** will fund the cost of an appeal against a conviction provided it is the opinion of Counsel appointed by mutual consent that such an appeal is more likely to succeed than not and that the total amount of **Compensation** and claimants costs is likely to exceed the total cost of legal representation.

If a claim for **Compensation** is settled or withdrawn **We** will have no further liability under this Extension other than for **Costs and Expenses** of legal representation incurred before the date of the claims payment or withdrawal of the claim

The maximum **We** will pay for all costs under this Extension as a result of all occurrences during any one **Period of Insurance** will not exceed £1,000,000.

Any fines penalties or award of **Compensation** imposed by a criminal court

Any **Costs and Expenses** covered by any other insurance

The **Costs and Expenses** of any investigation or prosecution brought other than under the laws of the Great Britain, Northern Ireland the Channel Islands or the Isle of Man

The **Costs and Expenses** in respect of any deliberate act or omission by **You**

The **Costs and Expenses** of implementing or failing to comply with any remedial or publicity order

**SPECIAL CONDITIONS APPLICABLE TO SUB-SECTION - B PUBLIC AND PRODUCTS LIABILITY**

These conditions of cover apply only to this **Policy** section

**You** must comply with the following conditions to have the full protection of **Your Policy**.

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

**1 Discharge of Liability**

**We** may pay **You** the Limit of Liability or any lesser amount for which any claim or claims against **You** can be settled taking into account any amount already paid and **We** will be under no further liability in respect of such claim or claims except for **Costs and Expenses** incurred prior to the date of such payment provided that in no circumstances shall the total amount paid exceed the Limit of Liability

# SECTION 7 – BUSINESS INTERRUPTION

## DEFINITIONS

Also refer to the **Policy** Definitions on pages 4 to 7

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

### Gross Profit

The money paid or payable to **You** for goods sold and delivered in the course of the **Business** either at the **Premises** or elsewhere less the costs of purchases

### Increased Cost of Working

The additional expenditure necessarily and reasonably incurred with **Our** consent

### Indemnity Period

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

### Maximum Indemnity Period

The number of months stated on the Schedule

## What is Covered

In the event of **Damage** to **Property** used by **You** at the **Premises** occupied by **You** for the purposes of the **Business** for which **We** have admitted liability under Sections 1 2 or 4 of this **Policy** causing an interruption or interference to the **Business** which results in a reduction in the **Gross Profit** **We** will indemnify **You** for

- (a) the amount by which the **Gross Profit** during the **Indemnity Period** as a result of the **Damage** falls short of the **Gross Profit** which would have been received during the **Indemnity Period** had no **Damage** occurred
- (b) the **Increased Cost of Working** for the sole purpose of avoiding or diminishing the reduction in **Gross Profit** during the **Indemnity Period** but not more than the loss avoided under (a)
- (c) auditors or accountants charges reasonably incurred for producing and certifying details of a claim under this Section

less any sum saved during the **Indemnity Period** in respect of charges or business expenses payable out of **Gross Profit** which cease or are reduced as a result of the **Damage**

## What is not Covered

Any loss arising out of the deliberate erasure loss distortion or corruption of information on computer systems other records programs or software

**EXTENSIONS**

Cover provided by this Section is extended to include interruption or interference with the **Business**

What is Covered	What is not Covered
<p><b>A Prevention of Access</b></p> <p><b>Damage</b> to property in the vicinity of the <b>Premises</b> caused by any of the Insured Perils included under Sections 1 and 2 of this <b>Policy</b> which prevents or hinders the use of or access to the <b>Premises</b></p>	<p>Any loss or destruction of or <b>Damage</b> to property of any supply undertaking from which <b>You</b> obtain electricity gas or water or telecommunications services which prevents or hinders the supply of such services</p>
<p><b>B Disease</b></p> <p>The occurrence of</p> <ul style="list-style-type: none"> <li>(a) Acute Encephalitis Acute Poliomyelitis Anthrax Chickenpox Cholera Diphtheria Dysentery Legionellosis Legionnaires Disease Leprosemy Leptospirosis Malaria Measles Meningococcal infection Mumps Ophthalmia Neonatorum Paratyphoid Fever Plague Rabies Rubella Scarlet Fever Smallpox Tetanus Tuberculosis Typhoid Fever Viral Hepatitis Whooping Cough or Yellow Fever sustained by any person at the <b>Premises</b></li> <li>(b) injury or illness sustained by any person arising from or traceable to foreign or injurious matter in food or drink supplied from the <b>Premises</b></li> <li>(c) vermin or pests in the <b>Premises</b></li> <li>(d) an accident which causes defects in the drains or other sanitary arrangements at the <b>Premises</b></li> </ul> <p>where use of the <b>Premises</b> is restricted on the order or advice of the competent authority</p> <ul style="list-style-type: none"> <li>(e) murder or suicide occurring on the <b>Premises</b></li> </ul>	<p>Any costs incurred in cleaning repair replacement recall or checking of property</p> <p>Any loss arising from those premises that are not other than those directly subject to the occurrence</p> <p>Any amount in excess of £25,000</p>
<p><b>C Suppliers</b></p> <p>Interruption of or interference with the <b>Business</b> caused by <b>Damage</b> to property at any of <b>Your</b> suppliers premises within Great Britain Northern Ireland the Channel Islands or the Isle of Man by any of the Insured Perils included under Sections 1 and 2 of this <b>Policy</b></p>	<p><b>Damage</b> at any premises of suppliers of electricity gas or water or telecommunications services</p> <p>Any amount in excess of £25,000</p>
<p><b>D Failure of Public Supply</b></p> <p>Accidental failure of public supplies within Great Britain Northern Ireland the Channel Islands or the Isle of Man of electricity gas or water at the terminal ends of the public supply undertaking's feed to the <b>Premises</b></p>	<p>Any loss as a result of</p> <ul style="list-style-type: none"> <li>(a) accidental failure which lasts for less than 30 minutes</li> <li>(b) the exercise of any supply authority powers to withdraw or restrict supply</li> <li>(c) industrial action</li> <li>(d) wilful act or neglect by <b>You</b></li> <li>(e) drought or other weather conditions unless equipment has been damaged</li> </ul>

What is Covered	What is not Covered
<p><b>E Telecommunications</b></p> <p>Accidental failure of the supply of telecommunication services at the incoming line terminals or receivers at the <b>Premises</b></p>	<p>Any loss as a result of</p> <ul style="list-style-type: none"> <li>(a) accidental failure which lasts for less than 12 hours</li> <li>(b) the exercise of any supply undertaking's power to withdraw or restrict supply or services</li> <li>(c) industrial action</li> <li>(d) wilful act or neglect by <b>You</b></li> <li>(e) drought or other weather conditions unless equipment has been damaged</li> </ul>
<p><b>F Public Emergency</b></p> <p>The actions or advice of a competent Public Authority due to an emergency likely to endanger life or property in the vicinity of the <b>Premises</b> which prevents or hinders the use or access to the <b>Premises</b></p>	<p>Any loss</p> <ul style="list-style-type: none"> <li>(a) during the first four hours</li> <li>(b) during any period other than the actual period when access to the <b>Premises</b> was prevented</li> <li>(c) as a result of labour disputes</li> <li>(d) occurring in Northern Ireland</li> <li>(e) as a result of infectious or contagious diseases</li> </ul> <p>Any amount in excess of £10,000</p>
<p><b>G Transit</b></p> <p><b>Damage to Property</b> whilst in Transit by road rail or inland waterway anywhere within Great Britain Northern Ireland the Channel Islands or the Isle of Man</p>	<p>Any loss in respect of</p> <ul style="list-style-type: none"> <li>(a) any road or rail vehicles</li> <li>(b) waterborne craft</li> </ul> <p>Any amount in excess of £5,000</p>



### SPECIAL CONDITIONS APPLICABLE TO THIS SECTION

These conditions of cover apply only to this **Policy** section

**You** must comply with the following conditions to have the full protection of **Your Policy**.

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

#### 1 Limit of Liability

The maximum amount payable any one occurrence in respect of any one item insured under this Section is the Sum Insured stated for that item

#### 2 Cessation of Trading

This Section shall be avoided if the **Business** is wound up or carried on by a liquidator or receiver or permanently discontinued at any time after the commencement of the **Period of Insurance** unless **We** give **Our** written consent

#### 3 First Year Trading

If the **Damage** occurs in the first year of trading any payment made shall be based on the trading figures immediately prior to the loss

#### 4 Adjustments

In adjusting the amount paid all variations or special circumstances affecting the **Business** shall be taken in to account in order that the amount paid shall represent as nearly as practicable the results which would have been expected if the **Damage** had not occurred

#### 5 Accounting Adjustments

For the purposes of these Definitions any adjustments implemented in current cost accounting will be disregarded

#### 6 Value Added Tax

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

#### 7 Alternative Trading

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

#### 8 Automatic Reinstatement of Loss

In the event of a loss the Sum Insured hereby will not be reduced by the amount of such loss provided that **You** will

- (a) pay the appropriate extra premium on the amount of the loss from the date thereof to the date of the expiry of the **Period of Insurance**
- (b) if the loss results from theft give effect to any additional protective devices which **We** may require for the further security of the **Property** insured

#### 9 Condition of Average

If at the time of any **Damage** the Sum Insured on **Gross Profit** is less than the **Gross Profit** which would have been earned in the **Maximum Indemnity Period** following the date of the **Damage** had the **Damage** not occurred the amount payable will be proportionately reduced

# SECTION 8 – ACCOUNTS RECEIVABLE

## DEFINITIONS

Also refer to the **Policy** Definitions on pages 4 to 7

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

### Customer Accounts

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

### Outstanding Debit Balances

The money owed to **You** by customers at the date of the **Damage** taking into account

- (a) bad debts
- (b) amounts debited (or invoiced but not debited) and credited (including credit notes and cash not passed through the books at the time of the **Damage**) to **Customer Accounts** in the period between the date to which the statement relates and the date of the **Damage**
- (c) any abnormal trading conditions which could or have had a material effect on the **Business**
- (d) **Your** last record of amounts owed by customers

## What is Covered

In the event of **Damage** to any of **Your** books of account or other business books or records whilst on the **Premises** occupied by **You** or temporarily elsewhere within Great Britain Northern Ireland the Channel Islands or the Isle of Man by an Insured Peril under Sections 1 2 or 4 of this **Policy** which results in **Your** inability to trace or establish the **Outstanding Debit Balances We** will indemnify **You** for

- (a) the difference between the amount of the **Outstanding Debit Balances** and the total of the amounts received or traced in that respect
- (b) the additional expenditure incurred with **Our** consent in tracing and establishing **Customer Accounts** debit balances after the **Damage**
- (c) auditors' or accountants' charges reasonably incurred for producing and certifying details of a claim under this Section

## What is not Covered

### Damage

- (a) arising from the mislaying or misfiling of records or tapes
- (b) arising from wear tear and gradual deterioration vermin rust damp or mildew
- (c) arising from dishonest or fraudulent acts by any of **Your Employees**
- (d) arising from the deliberate act of the public supply undertaking in restricting or withholding electricity supply
- (e) arising from deliberate falsification of records or tapes
- (f) arising from the erasure loss distortion or corruption of information on computer systems or other records or programs or software
- (g) arising from the failure to collect debts which have been traced and established
- (h) directly or indirectly caused by or arising from any programming or operator error **Virus or Similar Mechanism** or **Hacking** including where this results from the actions of malicious persons other than thieves

### SPECIAL CONDITIONS APPLICABLE TO THIS SECTION

These conditions of cover apply only to this **Policy** section

**You** must comply with the following conditions to have the full protection of **Your Policy**.

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

#### 1 **Record Keeping**

**You** will retain a record of the **Outstanding Debit Balances** at least once every seven days and retain a copy either in a locked fire resistant safe or cabinet at the **Premises** or away from the **Premises**

#### 2 **Limit of Liability**

The maximum amount payable any one occurrence under this Section is the Sum Insured

#### 3 **Condition of Average**

If at the time of any **Damage** the Sum Insured stated in the Schedule is less than the **Outstanding Debit Balances** the amount payable will be proportionately reduced

#### 4 **Accounting Adjustments**

For the purposes of these Definitions any adjustments implemented in current cost accounting will be disregarded

#### 5 **Cessation of Trading**

This Section shall be avoided if the **Business** is wound up or carried on by a liquidator or receiver or permanently discontinued at any time after the commencement of the **Period of Insurance** unless **We** give **Our** written consent

# SECTION 9 – LOSS OF LICENCE

## DEFINITIONS

Also refer to the **Policy** Definitions on pages 4 to 7

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

### Gross Profit

The money paid or payable to **You** for goods sold and delivered in the course of the **Business** either at the **Premises** or elsewhere less the costs of purchases

### Indemnity Period

The period beginning with the loss of licence and ending not later than 12 months thereafter during which the results of the **Business** are affected in consequence of the loss of licence provided that if the **Premises** are disposed of within the 12 months after the loss of licence the **Indemnity Period** will terminate either

- (a) upon the disposal
  - or
  - (b) 12 months from the loss of licence
- whichever is the earlier

## What is Covered

In the event of the licence for the sale of excisable liquors which has been granted in respect of the **Premises** being forfeited suspended or withdrawn **We** will pay **You**

- (a) the amount by which the **Gross Profit** during the **Indemnity Period** falls short of the **Gross Profit** during the equivalent period immediately before the forfeiture suspension or withdrawal of the licence
  - (b) any reasonable additional expenses incurred in maintaining the **Gross Profit** during the **Indemnity Period** but not more than the loss avoided under (a) above
- less any amount saved during the **Indemnity Period** in respect of reduced expenses due to the event
- (c) the reduction in value of the **Premises** if **You** are unable to obtain a licence for a period of twelve months from the date of forfeiture suspension or withdrawal of the licence and **You** sell the **Premises**
  - (d) all costs and expenses incurred by **You** with **Our** written consent
  - (e) auditors or accountants charges reasonably incurred for producing and certifying details of a claim under this Section

## What is not Covered

Any loss where

- (a) **You** are entitled to obtain a payment of compensation under any legislation or Bye-law in respect of refusal to renew the licence
- (b) alterations to the **Premises** requiring the consent of the licensing or other authority are made without consent
- (c) the **Premises** are closed for any period not required by law
- (d) the **Premises** are not maintained in a good state of sanitary condition or repair
- (e) any direction or requirement of the licensing or other authority is not complied with
- (f) the forfeiture or refusal to renew the licence occurs wholly or partly by or through **Your** misconduct procurement connivance neglect or omission by **You** to take any necessary step to keep the licence in force
- (g) prior or subsequent to the refusal to renew or forfeiture of the licence the **Premises** are required for any public purpose or if surrender or refusal to renew or forfeiture arises under or results directly or indirectly from any scheme of town and country planning improvement or redevelopment or surrender reduction or redistribution of licences in connection with reconstruction or from any alteration of the law affecting the grant surrender refusal to renew or forfeiture of licences

Paragraphs (b) to (f) inclusive will not apply where **You** or any other claimant under this Section prove to **Our** reasonable satisfaction that the matter was completely beyond **Your** or their power or control

### SPECIAL CONDITIONS APPLICABLE TO THIS SECTION

These conditions of cover apply only to this **Policy** section

**You** must comply with the following conditions to have the full protection of **Your Policy**.

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

#### 1 Limit of Liability

The maximum amount payable any one occurrence is the Sum Insured stated in the Schedule plus auditors or accountants charges agreed by **Us**

#### 2 First Year Trading

If the event occurs in the first year of trading any payment made shall be based on the trading figures immediately before the forfeiture suspension or withdrawal of the licence

#### 3 Adjustments

In adjusting the amount paid all variations or special circumstances affecting the **Business** will be taken in to account in order that the amount paid will represent as nearly as practicable the results which would have been expected if forfeiture suspension or withdrawal of the licence had not occurred

#### 4 Accounting Adjustments

For the purposes of these Definitions any adjustments implemented in current cost accounting will be disregarded

#### 5 Value Added Tax

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

#### 6 Alternative Trading

If during the **Indemnity Period** goods are sold or services rendered elsewhere than at the **Premises** for the benefit of the **Business** either by **You** or by others on **Your** behalf the money paid or payable in respect of such sales or services will be brought in to account in arriving at the reduction in the **Gross Profit** during the **Indemnity Period**

#### 7 Changes in Circumstances

**You** will on becoming aware of any complaint against the **Business** or its control for

- (a) proceedings against or conviction of the licence holder manager tenant or occupier of the **Premises** for any breach of the licensing law or any other matter whatsoever where the character or reputation of the person concerned is affected or called into question with respect to their honesty moral standing or sobriety
- (b) change in the tenancy or management of the **Premises**
- (c) transfer or proposed transfer of the licence
- (d) alteration in the purpose for which the **Premises** are used
- (e) objection to renewal or other circumstances which may endanger the licence or its renewal

immediately give notice in writing to **Us** and supply such additional information and assistance as **We** may reasonably require  
If **You** do not comply with this condition **We** will not pay **Your** claim

### 8 Transfer of Licence

In the event of **Your** death bankruptcy or incapacity or desertion of the **Premises** or conviction for any offence (where such conviction affects the character or reputation of the convicted person with respect to their honesty moral standing or sobriety) of the tenant manager occupier or licence holder **You** will where practicable and at **Our** request procure a suitable person to replace them and one to whom the justices will transfer the licence or grant the licence by way of renewal

### 9 Forfeiture or Refused Renewal

In the event of the licence being forfeited or refused renewal **You** will

- (a) give notice in writing 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 all such assistance as **We** may require for the purpose of an appeal against such forfeiture or refusal to renew and allow **Us** or **Our** solicitors full discretion in the conduct of such proceedings
- (c) apply if practicable and if required by **Us** for the grant of such new licence for the same or alternative **Premises** as may enable **You** to continue the **Business** in a similar or alternative form
- (d) provide a statement of **Your** loss if any together with such documents statements and accounts as may be reasonably required by **Us** to verify the same and also if required by **Us** make a statutory declaration as to the truth accuracy and comprehensiveness thereof and give **Us** free access to the **Premises** and the books and accounts thereof as may be necessary for ascertaining the value of the **Property** and the goodwill of the **Business**

If **You** do not comply with this condition **We** will not pay **Your** claim

# SECTION 10 – ALL RISKS ON SPECIFIED EQUIPMENT

## What is Covered

We will indemnify **You** in respect of accidental **Damage** to the **Property** specified in the Schedule occurring anywhere within Great Britain Northern Ireland the Channel Islands or the Isle of Man and for up to 21 consecutive days during any one **Period of Insurance** elsewhere in the world

## What is not Covered

The amount of the **Excess** shown in the Schedule

### Damage

- (a) by theft or attempted theft from an unattended motor vehicle unless
  - (i) such motor vehicle has been securely locked at all access points
  - (ii) between the hours of 9.00pm and 6.00am the vehicle is garaged within a securely locked building
- (b) to **Property** more specifically insured
- (c) by wear and tear depreciation erosion the action of light or atmosphere moths vermin insects or parasites
- (d) any process of cleaning dyeing restoring adjusting or repairing
- (e) by normal maintenance or repair
- (f) by frost corrosion dampness dryness evaporation loss of weight contamination wet or dry rot marring scratching bruising or deterioration mildew mould or toxic mould
- (g) due to any change in temperature
- (h) arising during installation maintenance removal or use contrary to the manufacturers instructions or interference with any component part
- (i) arising from its own mechanical or electrical breakdown or derangement or arising from adjustment or repair other than by fire
- (j) to any computer or other equipment or component or system or item which processes stores transmits or retrieves data or any part thereof whether tangible or intangible (including but without limitation any information or programs or software) and whether **Your** property or not where such **Damage** is caused by programming or operator error **Virus or Similar Mechanism** or **Hacking**
- (k) by official confiscation or detention
- (l) due to the erasure or distortion of information on computer systems or their records

### SPECIAL CONDITIONS APPLICABLE TO THIS SECTION

These conditions of cover apply only to this **Policy** section

**You** must comply with the following conditions to have the full protection of **Your Policy**.

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

#### 1 **Basis of Claims Settlement**

In the event of **Damage** under this Section **We** will pay **You** the cost of repair or current replacement value without deduction for wear and tear provided that all necessary repairs or replacements are carried out without delay

#### 2 **Average**

If the Sum Insured at the time of the **Damage** is less than the full cost of replacement at the current prices then **You** will be **Your** own insurer for the difference and bear a rateable share of the **Damage** accordingly

#### 3 **Index Linking**

The Sum Insured by each item stated in the Schedule is subject to **Index Linking**

#### 4 **Limit of Liability**

The maximum amount payable in respect of any one item is the Sum Insured stated in the Schedule for that item plus **Index Linking**

#### 5 **Automatic Reinstatement of Sum Insured**

Unless there is written notice by **Us** to the contrary in the event of loss or **Damage** under this Section **We** will automatically reinstate the Sum Insured provided that

- (a) **You** undertake to pay the appropriate additional premium and take immediate steps to effect such additions to or variations in protections as **We** may require
- (b) the aggregate of the amounts so reinstated during any one **Period of Insurance** shall not exceed the amount of the Sum Insured



# SECTION 11 – EQUIPMENT BREAKDOWN

Cover under this Section is provided by HSB Engineering Insurance Limited, New London House 6 London Street London EC3R 7LP. Registered in England and Wales number 02396114.

This cover will apply only where Section 1 - The Buildings of the Premises, Section 2 - The Contents of the Premises and Section 7 - Business Interruption of the **Policy** are shown as operative under the **Policy** Schedule for the current **Period of Insurance**

Certain words have specific meanings for the purpose of this Section, these are shown in General Policy Conditions on page 79 and General Policy Exclusions on page 84 also apply to this Section.

## INSURING AGREEMENT

Subject to all of the provisions stated herein and in the **Policy** of which this Section forms part **HSBEIL** agrees to provide insurance for direct physical loss or damage and any specified consequential loss from an **Accident** to **Covered Equipment** owned by **You** or for which **You** are responsible subject to a maximum liability of £5,000,000 for any one **Accident**. Within this amount the liability of **HSBEIL** shall not exceed

- (i) £500,000 for any one **Accident** to **Computer Equipment** whilst at the **Premises** specified in the Schedule
- (ii) £5,000 for any one **Accident** to **Portable Computer Equipment** anywhere in the world

## DEFINITIONS

Also refer to the **Policy** Definitions on pages 4 to 7

Each time any of the following words or phrases appear in this Section in **bold** type (or in capital letters in the **Policy** Schedule) they will take the specific meaning shown below

## HSBEIL

HSB Engineering Insurance Limited

## ACCIDENT(S)

means

- (a) electrical or mechanical **Breakdown** including rupture or bursting caused by centrifugal force
- (b) artificially generated electrical current including electric arcing that damages electrical devices appliances or wires
- (c) **Explosion** or **Collapse** of **Covered Equipment** operating under steam or other fluid pressure
- (d) loss or damage to hot water boilers other water heating equipment oil or water storage tanks or other **Covered Equipment** operating under steam or other fluid pressure caused by or resulting from any condition or event (not otherwise excluded) occurring inside such equipment
- (e) loss or damage caused by operator error that results in the overloading of **Covered Equipment**

All **Accidents** that are the result of the same event will be considered one **Accident**

## BIOMASS AND BIOGAS INSTALLATIONS

means

any equipment and machinery used in connection with running a biomass or biogas heating or power generation plant including anaerobic digesters storage tanks augers screeners scrubbers boilers gas engines generators heat exchangers pumps and motors

## BREAKDOWN

means

- (a) the actual breaking failure distortion or burning out of any part of the **Covered Equipment** whilst in ordinary use arising from defects in the **Covered Equipment** causing its sudden stoppage and necessitating repair or replacement before it can resume work
- (b) fracturing of any part of the **Covered Equipment** by frost when such fracture renders the **Covered Equipment** inoperative
- (c) the actual and complete severance of a rope but not breakage or abrasion of wires or strands even though replacement may be necessary

### COLLAPSE

means

the sudden and dangerous distortion (whether or not attended by rupture) of any part of the **Covered Equipment** 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)

### COMPUTER EQUIPMENT

means

- (a) electronic, computer or other data processing and/or storage equipment
- (b) projectors printers scanners and other peripheral devices used in conjunction with (a)
- (c) software and programs licensed to **You** and installed on (a)
- (d) **Portable Computer Equipment**

### COVERED EQUIPMENT

means

Equipment at the premises owned by **You** or for which **You** are responsible:

- (i) which is built to operate under vacuum or pressure (other than the weight of its contents); or
- (ii) that generates transmits stores or converts energy; or
- (iii) comprising **Computer Equipment**

Excluding

- (a) any supporting structure foundation masonry brickwork or cabinet
- (b) any insulating or refractory material
- (c) any vehicle aircraft floating vessels or any equipment mounted thereon (other than vehicle recovery crane or equipment which is included but not the actual vehicle)
- (d) self propelled plant and equipment (other than fork lift trucks and pallet trucks used by **You** at **Your Premises**) dragline excavation or construction equipment
- (e) equipment intended for hire or manufactured by **You** for sale
- (f) safety or protective devices due to their functioning
- (g) tools dies cutting edges crushing surfaces trailing cables non metallic linings driving belts or bands or any part requiring periodic renewal
- (h) any electronic equipment (other than **Computer Equipment**) used for research diagnostic treatment experimental or other medical or scientific purposes with a new replacement value in excess of £30,000
- (i) any **Manufacturing Production** or **Process Equipment** including linked **Computer Equipment**
- (j) any electricity generating equipment other than emergency back-up power equipment or wind turbines less than 10kw or photovoltaic equipment less than 50kw
- (k) any kitchen and food preparation equipment laundry and cleaning equipment audio-visual equipment and **Computer Equipment** whilst in a private dwelling or private dwelling quarters (unless such equipment is **Your** property or for which **You** are responsible)
- (l) any **Biomass** or **Biogas Installation**
- (m) any **Hydroelectric Installation**

### DERANGEMENT

means

electrical or mechanical malfunction arising from a cause internal to **Computer Equipment** unaccompanied by visible damage to or breaking of any parts of the equipment

### EXPLOSION

means

the sudden and violent rending of **Covered Equipment** 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 **Covered Equipment** together with forcible ejection of the contents

### HAZARDOUS SUBSTANCE

means

any substance other than ammonia that has been declared to be hazardous to health by a governmental agency

### HYDROELECTRIC INSTALLATIONS

means

any equipment machinery dam and weir used in connection with running a hydro-electric power station including turbines sluice gates screens screeners pumps motors generators gearboxes engines alternators and associated equipment plus any substation and distribution transformer, switchgear, meter, cabling, telecommunication and monitoring device, building and converter housing (including fixtures and fittings), and security equipment

### MANUFACTURING PRODUCTION OR PROCESS EQUIPMENT

means

any machine or apparatus (other than boilers lifts fork lift trucks dock levelers and lifting tables) which has a primary purpose of processing or producing a product or service intended for eventual sale by **You** and any equipment which exclusively serves such machinery or apparatus

### MEDIA

means

all forms of electronic magnetic and optical tapes and discs for use in any **Computer Equipment**

### PORTABLE COMPUTER EQUIPMENT

means

- (a) laptops palmtops and notebooks
- (b) personal digital assistants (PDAs)
- (c) projectors printers scanners and other peripheral devices which are designed to be carried and used in conjunction with other **Portable Computer Equipment**
- (d) removable satellite navigation systems
- (e) digital cameras

### VERIFIED

means

checked for accuracy and integrity to ensure a precise match with the source data and capable of restoration

### EXTENSIONS

The following extensions of cover apply to loss or damage caused by or resulting from an **Accident to Covered Equipment**

#### A. Hazardous Substances

**HSBEIL** will be liable for the additional cost to repair or replace **Covered Equipment** because of contamination by a **Hazardous Substance** including any additional expenses to clean up or dispose of such property

The liability of **HSBEIL** will not exceed £10,000 any one **Accident** in respect of such additional costs under this extension

#### B. Reinstatement of Data and Computer Increased Costs of Working

1. **HSBEIL** will be liable for costs incurred in reinstating **Data** lost or damaged in consequence of an **Accident** to or **Derangement** of **Computer Equipment**

Provided that

(a) liability is limited solely to the cost of reinstating **Data** onto **Media**

(b) **HSBEIL** will not be liable for loss of or damage to software

The liability of **HSBEIL** will not exceed £50,000 any one **Accident** under this extension

2. In addition **HSBEIL** will pay reasonable costs necessarily incurred in minimising or preventing the resulting interruption or interference to **Your** computer operations

The liability of **HSBEIL** will not exceed £50,000 any one **Accident** in respect of such additional costs under this extension

#### C. Business Interruption

Provided that the Business Interruption section of this **Policy** is operative **HSBEIL** will be liable for financial loss caused by or resulting from an **Accident to Covered Equipment**

The liability of **HSBEIL** in any one **Period of Insurance** will not exceed £100,000 under this extension

**HSBEIL** will not be liable under this extension for any loss resulting from Extension H - Damage to Own Surrounding Property

#### D. Public Authorities/Law or Ordinance

If an **Accident to Covered Equipment** damages a building that is covered under this **Policy** and the loss is increased by enforcement of any public authority ordinance or law in force at the time of the **Accident** that regulates the construction or repair of buildings or establishes zoning or land use requirements **HSBEIL** will be liable for the following additional costs to comply with such ordinance or law:

(a) **Your** actual expenditures for the cost to demolish and clear the site of undamaged parts

(b) **Your** actual expenditures for increased costs to repair rebuild or construct the building. If the building is repaired or rebuilt it must be intended for similar use or occupancy as the current building unless otherwise required by zoning or land use ordinance or law

(c) loss as described under Section 7 - Business Interruption of the **Policy** caused by loss covered in (a) or (b) above

**HSBEIL** will not be liable for

(a) any fine

(b) any liability to a third party

(c) any increase in loss due to a hazardous substance (other than as specifically insured under Extension A. Hazardous Substances)

(d) increased construction costs until the building is actually repaired or replaced

This extension is within and does not increase the Limit of Indemnity shown in the Schedule

#### E. Expediting Expenses

With respect to damaged **Covered Equipment** **HSBEIL** will be liable for the reasonable extra cost to make temporary repairs and expedite permanent repairs or permanent replacement

The liability of **HSBEIL** will not exceed £20,000 any one **Accident** under this extension

### F. Hire of Substitute Item

If **Covered Equipment** is damaged as a result of an **Accident** **HSBEIL** will be liable for the cost of hire charges actually incurred by **You** during the **Period of Insurance** for the necessary hire of a substitute item of similar type and capacity during the period of repair or until permanent replacement of the item lost or damaged

The liability of **HSBEIL** will not exceed £10,000 any one **Accident** under this extension

### G. Storage Tanks and Loss of Contents

The insurance under this Section extends to include **Damage** caused by an **Accident** to oil storage tanks or water tanks including connected pipework belonging to **You** or for which **You** are responsible at the **Premises**

In addition this extension covers loss of the contents of oil storage tanks caused by

- (a) Escape of Contents – leakage discharge or overflow from the oil storage tanks caused by or resulting from an **Accident** including cleaning costs incurred as a result of such loss
- (b) Contamination – contamination of the contents of the oil storage tanks caused by or resulting from an **Accident** including cleaning costs incurred as a result of such loss

The liability of **HSBEIL** will not exceed £10,000 any one **Accident** under this extension

### H. Damage to Own Surrounding Property

**HSBEIL** will pay for damage to property at the **Premises** belonging to **You** or in **Your** custody and control and for which **You** are responsible directly resulting from the **Explosion** or **Collapse** of any **Covered Equipment** operating under steam pressure

The liability of **HSBEIL** will not exceed £1,000,000 any one **Accident** under this extension

### I. Additional Access Costs

Provided that the Business Interruption section of this **Policy** is operative **HSBEIL** will be liable under this extension for any necessary additional costs incurred in order to gain access to repair or replace the **Covered Equipment** following an **Accident**

The liability of **HSBEIL** will not exceed £20,000 any one **Accident** under this extension

### J. Debris Removal

**HSBEIL** will be liable under this extension for costs incurred in the removal of debris and protection of **Covered Equipment** following an **Accident**

The liability of **HSBEIL** will not exceed £25,000 any one **Accident** under this extension

### K. Repair Costs Investigation

With their prior written agreement **HSBEIL** will pay costs relating to repair investigations and tests by consulting engineers for **Damage to Covered Equipment** following an **Accident** for an amount not exceeding £25,000 any one **Accident**

**HSBEIL** will not be liable under this extension for fees incurred in preparing a claim under this Section

### GENERAL CONDITIONS APPLICABLE TO THIS SECTION

These conditions of cover apply only to this **Policy** section

**You** must comply with the following conditions to have the full protection of **Your Policy**.

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

#### 1. Precautions

**You** will exercise due diligence in

- (a) complying with any statute or order
- (b) ensuring that insured items are properly maintained and used in accordance with manufacturers recommendations and in taking reasonable precautions to prevent loss or damage

#### 2. Back-Up Records

**You** will maintain a minimum of 2 generations of **Verified** back-up computer records taken at intervals no less frequently than 48 hours and take all reasonable precautions to store and maintain records in accordance with the makers recommendations

#### 3. Reinstatement Basis of Settlement in the event of a claim

Applicable unless stated otherwise in the Schedule

Subject to the following special conditions the basis upon which the amount payable in respect of **Covered Equipment** is to be calculated shall be the reinstatement of the **Covered Equipment** that is the subject of an **Accident**

For this purpose "reinstatement" means

- (a) the replacement of **Covered Equipment** that is the subject of an **Accident** which provided the liability of **HSBEIL** is not increased may be carried out
  - (i) in any manner suitable to **Your** requirements
  - (ii) upon another site

- (b) the repair or restoration of **Covered Equipment** that is the subject of an **Accident**

in the case of (a) or (b) to a condition equivalent to or substantially the same as but not better or more extensive than its condition when new

Special Conditions

1. The liability of **HSBEIL** for the repair or restoration of **Covered Equipment** that is the subject of an **Accident** will not exceed the amount payable for replacement of the **Covered Equipment**
2. No payment beyond the amount which would have been payable in the absence of this memorandum shall be made
  - (i) unless reinstatement commences and proceeds without unreasonable delay
  - (ii) until the cost of reinstatement shall have been actually incurred
3. All the terms and conditions of the **Policy** shall apply
  - (i) in respect of any claim payable under this special condition except in so far as they are varied hereby
  - (ii) where claims are payable as if this condition had not been incorporated

### GENERAL EXCLUSIONS APPLICABLE TO THIS SECTION

1. **HSBEIL** will not be liable for any loss or damage
  - (i) caused by or resulting from a hydrostatic pneumatic or gas pressure test of any boiler or pressure vessel or an insulation breakdown test of any type of electrical equipment
  - (ii) to data or media of any kind caused by
    - (a) programming error or programming limitation
    - (b) computer virus
    - (c) introduction of malicious code
    - (d) loss of data (other than as specifically provided for under Extension B.1. Reinstatement of Data)
    - (e) loss of access
    - (f) loss of use
    - (g) loss of functionality
  - (iii) caused by
    - (a) depletion deterioration corrosion erosion wear and tear or other gradually developing conditions
    - (b) any condition which can be corrected by resetting calibrating realigning tightening adjusting or cleaning or by the performance of maintenance

But if loss or damage from an **Accident** results **HSBEIL** will be liable for that resulting loss or damage
2. **HSBEIL** will not be liable for any loss or damage recoverable under any maintenance agreement or any warranty or guarantee
3. With respect to loss of **Gross Profit** **HSBEIL** will not be liable for delay in resuming operations due to the need to reconstruct or re-input data or programs onto **Media**
4. The amount of the **Excess** shown in the Schedule

# SECTION 12 – COMMERCIAL LEGAL EXPENSES

## THIS FULL COVER EXTENSION IS ONLY OPERATIVE IF SHOWN AS INSURED ON THE SCHEDULE

To make sure that **You** get the most from **Your DAS** cover, please take time to read this section of the **Policy** which explains the contract between **You** and **Us**. Please take care in following the procedures throughout the **Policy** and particularly those applying to the **Employment Disputes** and **Compensation Awards** cover

If **You** wish to speak to **DAS's** legal teams about a legal problem, please phone them on 0330 102 6189. **DAS** will ask **You** about **Your** legal issue and if necessary call **You** back to give legal advice.

If **Your** issue cannot be dealt with through legal advice and needs to be dealt with as a potential claim under this **Policy**, phone **DAS** on 0330 102 6189 and they will give **You** a reference number. At this point **DAS** will not be able to tell **You** whether the claim is covered or not but will pass the information **You** have given them to their claims-handling teams who will explain what to do next.

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, **DAS** will not pay the costs involved even if the claim is accepted.

**DAS** Legal Expenses Insurance Company Limited ('**DAS**') is the underwriter and provides the legal protection insurance under **Your Policy**. The legal advice service is provided by **DAS Law Limited** and/or a **Preferred Law Firm** on behalf of **DAS**.

**DAS** Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FRN202106) and the Prudential Regulation Authority **DAS** Legal Expenses Insurance Company Limited, **DAS** House, Quay Side, Temple Back, Bristol BS1 6NH Registered in England and Wales Company Number 103274 Website: [www.das.co.uk](http://www.das.co.uk)

**DAS** Law Limited is authorised and regulated by the Solicitors Regulation Authority (registered number 423113) **DAS** Law Limited Head and Registered Office: North Quay, Temple Back, Bristol BS1 6FL Registered in England and Wales Company Number: 5417859 Website: [www.daslaw.co.uk](http://www.daslaw.co.uk)

**DAS** agree to provide the insurance described in this **Policy** for **You** (or where specified, the **Insured Person**) in respect of any insured incident arising in connection with the **Business** shown in the schedule in return for payment of the premium and subject to the terms, conditions, exclusions and limitations set out in this **Policy**, provided that:

- 1 **Reasonable Prospects** exist for the duration of the claim
- 2 the **Date of Occurrence** of the insured incident is during the **Period of Insurance**
- 3 any legal proceedings will be dealt with by a court, or other body which **We** agree to, within the **Territorial Limit**, and
- 4 the insured incident happens within the **Territorial Limit**.

## WHAT DAS WILL PAY

**We** will pay an **Appointed Representative**, on **Your** behalf, **Costs and Expenses** incurred following an insured incident, and any compensation awards that **We** have agreed to, provided that:

- 1 the most **We** will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is the limit of indemnity shown in **Your** Schedule
- 2 the most **We** will pay in **Costs and Expenses** is no more than the amount **We** would have paid to a **Preferred Law Firm** or **Tax Consultancy**. The amount **We** will pay a law firm (where acting as an **Appointed Representative**) is currently £100 per hour. This amount may vary from time to time
- 3 in respect of an appeal or the defence of an appeal, **You** must tell **Us** within the time limits allowed that **You** want to appeal. Before **We** pay the **Costs and Expenses** for appeals, **We** must agree that **Reasonable Prospects** exist
- 4 for an enforcement of judgment to recover money and interest due to **You** after a successful claim under this **Policy**, **We** must agree that **Reasonable Prospects** exist
- 5 where an award of damages is the only legal remedy to a dispute and the cost of pursuing legal action is likely to be more than any award of damages, the most **We** will pay in **Costs and Expenses** is the value of the likely award, and
- 6 in respect of **Legal Defence 6 Jury Service and Court Attendance** the maximum **We** will pay is the **Insured Person's** net salary or wages for the time that the **Insured Person** is absent from work less any amount **You**, the court or tribunal pays



### WHAT DAS WILL NOT PAY

- 1 in the event of a claim, if **You** decide not to use the services of a **Preferred Law Firm** or tax consultancy, **You** will be responsible for any costs that fall outside the **DAS Standard Terms of Appointment** and these will not be paid by **Us**.
- 2 The total of the employment compensation awards payable by **Us** shall not exceed £1,000,000 in any one **Period of Insurance**.
- 3 The first £500 of any contract dispute claim where the amount in dispute exceeds £5,000 (including VAT). If **You** are using a **Preferred Law Firm**, **You** will be asked to pay this within 21 days of **Your** claim having been assessed as having **Reasonable Prospects**. If **You** are using **Your** own law firm, this will be within 21 days of their appointment (following confirmation **Your** claim has **Reasonable Prospects**). If **You** do not pay this amount the cover for **Your** claim could be withdrawn.

### DEFINITIONS

Also refer to the **Policy** Definitions at the beginning of this **Policy**

The following Definitions apply to this Section and shall keep the same meaning wherever they appear in this Section. 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** will appoint to act on the **Insured Person's** behalf.

#### Costs and Expenses

##### (a) Legal Costs

All reasonable and necessary costs chargeable by the **Appointed Representative** and agreed by **Us** in accordance with the **DAS Standard Terms of Appointment**.

##### (b) Opponents Costs

The costs incurred by opponents in civil cases if the **Insured Person** has been ordered to pay them, or the **Insured Person** pays them with **Our** agreement.

#### DAS Our Us We

DAS Legal Expenses Insurance Company Limited

#### DAS Standard Terms of Appointment

The terms and conditions (including the amount **DAS** 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 as an **Appointed Representative** the amount is currently £100 per hour. This amount may vary from time to time.

#### Date of Occurrence

- (a) For civil cases (other than under insured incident **Tax Protection**), the date of the event that leads to a claim. If there is more than one event arising at different times from the same originating cause, the **Date of Occurrence** is the date of the first of these events. (This is the date the event happened, which may be before the date **You** or an **Insured Person** first became aware of it.)
- (b) For criminal cases, the date the **Insured Person** began, or is alleged to have begun, to break the law.
- (c) For insured incident **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.
- (d) For insured incident **Legal Defence 5 Statutory Notice Appeals**, the date when the **Insured Person** is issued with the relevant notice and has the right to appeal.

#### Employer Compliance Dispute

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

### **Insured Person**

You and Your Directors, Partners, Managers and **Employees**

### **Preferred Law Firm/Tax Consultancy**

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

### **Reasonable Prospects**

- (a) For civil cases, the prospects that the **Insured Person** will recover losses or damages or a reduction in tax or National Insurance liabilities (or obtain any other legal remedy that **We** have agreed to, including an enforcement of judgment), make a successful defence or make a successful appeal or defence of an appeal, must be at least 51%. **We**, or a **Preferred Law Firm** or **Tax Consultancy** on **Our** behalf, will assess whether there are **Reasonable Prospects**.
- (b) For criminal cases there is no requirement for there to be prospects of a successful outcome, however for appeals the prospects must be at least 51%.

### **Tax Enquiry**

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

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

### **Territorial Limits**

For **Insured Incident - 2 Legal Defence** (excluding 2(4)) and 5(b) **Bodily Injury**)

The European Union the Isle of Man the Channel Islands Albania Andorra Bosnia Herzegovina Gibraltar Iceland Liechtenstein Macedonia Monaco Montenegro Norway San Marino Serbia Switzerland and Turkey

For all other **Insured Incidents**

The United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands

### **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.

### **You, Your**

The person(s) or company named in the Schedule

## 1. EMPLOYMENT DISPUTES AND COMPENSATION AWARDS

What is Covered	What is not Covered
<p><b>A. Employment Disputes</b></p> <p><b>Costs and Expenses</b> to defend <b>Your</b> legal rights:</p> <ul style="list-style-type: none"> <li>(a) before the issue of legal proceedings in a court or tribunal: <ul style="list-style-type: none"> <li>(i) following the dismissal of an employee; or</li> <li>(ii) where an employee or ex-employee has contacted ACAS ('Advisory, Conciliation and Arbitration Service') to commence the Early Conciliation procedure; or</li> </ul> </li> <li>(b) in unfair dismissal disputes under the ACAS Arbitration Scheme; or</li> <li>(c) in legal proceedings in respect of any dispute relating to: <ul style="list-style-type: none"> <li>(i) a contract of employment with <b>You</b>; or</li> <li>(ii) an alleged breach of the statutory rights of an employee, ex-employee or prospective employee under employment legislation.</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>(1) Any claim in respect of damages for personal injury or <b>Damage</b> to property</li> <li>(2) Any claim arising from or relating to any transfer of business which falls within the scope of the Transfer of Undertakings (Protection of Employment) Regulations</li> </ul>
<p><b>B. Compensation Awards</b></p> <p><b>DAS</b> will pay</p> <ul style="list-style-type: none"> <li>(1) any basic and compensatory award and/or</li> <li>(2) an order for compensation following a breach of <b>Your</b> statutory duties under employment legislation</li> </ul> <p>In respect of a claim <b>DAS</b> have accepted under <b>Insured Incident 1A</b></p> <p>Provided that</p> <ul style="list-style-type: none"> <li>(1) In cases relating to performance and/or conduct <b>You</b> have throughout the employment dispute either <ul style="list-style-type: none"> <li>(a) followed the ACAS Code of Disciplinary and Grievance Procedures as prepared by the Advisory Conciliation and Arbitration Service</li> <li>or</li> <li>(b) followed equivalent codes of practice issued by the Labour Relations Agency in Northern Ireland</li> <li>or</li> <li>(c) sought and followed advice from the <b>DAS</b> legal advice service</li> </ul> </li> <li>(2) For an order of compensation following <b>Your</b> breach of statutory duty under employment legislation <b>You</b> have at all times sought and followed advice from the <b>DAS</b> legal advice service since the date when <b>You</b> should have known about the employment dispute</li> </ul>	<ul style="list-style-type: none"> <li>(1) Any compensation award relating to the following: <ul style="list-style-type: none"> <li>- trade union activities trade union membership or non-membership</li> <li>- pregnancy or maternity rights</li> <li>- health and safety related dismissals brought under section 44 of the Employment Rights Act 1996</li> <li>- statutory rights in relation to trustees of occupational pension schemes</li> <li>- statutory rights in relation to Sunday shop and betting work</li> </ul> </li> <li>(2) Non-payment of money due under the relevant contract of employment or statutory provision relating thereto</li> <li>(3) Any award ordered because <b>You</b> have failed to provide relevant records to employees under the National Minimum Wage Laws.</li> <li>(4) Any compensation award or increase in compensation award ordered by the tribunal for failure to comply with a recommendation it has made including non-compliance with a reinstatement or re-engagement order</li> <li>(5) A settlement agreed and payable following conciliation under the ACAS Early Conciliation procedure.</li> </ul>

What is Covered	What is not Covered
<p>(3) for any compensation award for redundancy or alleged redundancy or unfair selection for redundancy, <b>You</b> have sought and followed advice from the <b>DAS</b> Claims Department before starting any redundancy process or procedure with <b>Your</b> employees</p> <p>(4) The compensation is awarded by a tribunal or through the ACAS Arbitration Scheme under a judgment made after full argument and otherwise than by consent or default or is payable under settlement approved in writing in advance by <b>DAS</b></p> <p>(5) The total of the compensation awards payable by <b>DAS</b> shall not exceed £1,000,000 in any one <b>Period of Insurance</b></p> <p><b>C. Employee civil legal defence</b>  <b>Costs and Expenses</b> to defend the <b>Insured Person's</b> (other than <b>You</b>) legal rights if an event arising from their work as an employee leads to civil action being taken against them:</p> <p>(a) under legislation for unlawful discrimination; or                  (b) as trustee of a pension fund set up for the benefit of <b>Your</b> employees.</p> <p>Please note that <b>DAS</b> will only provide cover for an <b>Insured Person</b> (other than <b>You</b>) at <b>Your</b> request.</p> <p><b>D. Service occupancy</b>  <b>Costs and expenses</b> to pursue a dispute with an employee or ex-employee to recover possession of premises owned by, or for which <b>You</b> are responsible.</p>	<p>Any claim relating to defending <b>Your</b> legal rights other than defending a counter-claim</p>

**2. LEGAL DEFENCE**

What is Covered	What is not Covered
<p><b>Costs and Expenses</b> to defend the <b>Insured Person's</b> legal rights</p> <p><b>(1) Criminal pre-proceedings cover</b>                  prior to the issue of legal proceedings when dealing with</p> <ul style="list-style-type: none"> <li>- the Police</li> <li>- Health and Safety Executive and/or Local Authority Health and Safety Enforcement Officer</li> </ul> <p>where it is alleged that the <b>Insured Person</b> has or may have committed a criminal offence</p> <p><b>(2) Criminal prosecution defence</b>                  following an event which leads to the <b>Insured Person</b> being prosecuted in a court of criminal jurisdiction                  Provided that:                  for claims relating to the Health and Safety at Work etc Act 1974 the <b>Countries Covered</b> shall be any place where the Act applies.</p>	<p>A claim related to the following:</p> <ol style="list-style-type: none"> <li>1 any criminal investigation or enquiry by, with or on behalf of HM Revenue &amp; Customs.                      Please note this exclusion applies to section 1 of the <b>Legal Defence</b> cover.</li> <li>2 prosecution due to infringement of road traffic laws or regulations in connection with the ownership, driving or use of a motor vehicle.                      Please note this exclusion applies to sections 1 and 2 of the <b>Legal Defence</b> cover</li> <li>3 (a) the loss, alteration, corruption or distortion of, or damage to stored personal data, or                      (b) a reduction in the functionality, availability, or operation of stored personal data                      resulting from hacking (unauthorised access), malicious or negligent transfer (electronic or otherwise) of a computer</li> </ol>

## What is Covered

Please note **We** will only cover criminal investigations and/ or prosecutions which arise in direct connection with the activities of the **Business** shown in the Schedule.

**(3) Data protection**

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

- (a) An individual. **We** will also pay any compensation award in respect of such a claim.
- (b) A data controller and/or data processor, which arises out of, or relates to, a claim made by an individual for compensation against that data controller and/or data processor. Please note **We** will not pay any compensation award in respect of such a claim.

**Provided that:**

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

Please note **We** will not cover the cost of fines imposed by the Information Commissioner, or any other regulatory and/or criminal body. Please see **General Exclusions applicable to Section 12 Commercial Legal Expenses, exclusion 3**

**(4) Wrongful arrest**

If civil action is taken against **You** for wrongful arrest in respect of an accusation of Theft alleged to have been carried out during the **Period of Insurance**.

**(5) Statutory notice appeals**

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

**(6) Jury service and court attendance**

An **Insured Person's** absence from work:

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

The maximum **We** will pay is the **Insured Person's** net salary or wages for the time that they are absent from work less any amount **You**, the court or tribunal, have paid them.

Provided that:

for each of the above sections of Legal defence cover **You** request **DAS** to provide cover for the **Insured Person**

## What is not Covered

program that contains any malicious or damaging code, compute virus or similar mechanism.

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

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

A Statutory Notice issued by an **Insured Person's** regulatory or governing body.

## 3. CONTRACT DISPUTES

What is Covered	What is not Covered
<p>A contractual dispute arising from an agreement or an alleged agreement which has been entered into by <b>You</b> or on <b>Your</b> behalf for the purchase, hire, sale or provision of goods or of services</p> <p>Provided that</p> <ol style="list-style-type: none"> <li>(1) The amount in dispute exceeds £250. (incl VAT). If the amount in dispute exceeds £5,000 (incl VAT), <b>You</b> must pay the first £500 of any claim. If <b>You</b> are using a <b>Preferred Law Firm</b>, <b>You</b> will be asked to pay this within 21 days of <b>Your</b> claim having been assessed as having <b>Reasonable Prospects</b>. If <b>You</b> are using <b>Your</b> own law firm, this will be within 21 days of their appointment (following confirmation <b>Your</b> claim has reasonable prospects). If <b>You</b> do not pay this amount the cover for <b>Your</b> claim could be withdrawn</li> <li>(2) If the amount in dispute is payable in instalments the instalments due and payable at the time of making the claim exceed £250 (incl VAT)</li> <li>(3) If the dispute relates to money owed to <b>You</b> a claim under the <b>Policy</b> is made within 90 days of the money becoming due and payable</li> </ol>	<ol style="list-style-type: none"> <li>(1) Any claim relating to the following: <ul style="list-style-type: none"> <li>- the settlement payable under an insurance policy (<b>DAS</b> will cover a dispute if <b>Your</b> insurer refuses <b>Your</b> claim, but not for a dispute over the amount of the claim);</li> <li>- the sale, purchase, terms of a lease, licence, or tenancy of land or buildings. However, <b>DAS</b> will cover a dispute with a professional adviser in connection with these matters;</li> <li>- a loan mortgage pension or any other financial product and choses in action;</li> <li>- a motor vehicle owned by or hired or leased to <b>You</b> other than agreements relating to the sale of motor vehicles where <b>You</b> are engaged in the business of selling motor vehicles</li> </ul> </li> <li>(2) A dispute with an employee or ex-employee which arises out of or relates to a contract of employment with <b>You</b></li> <li>(3) A dispute which arises out of the sale or provision of computer hardware software systems or services; or the purchase or hire of computer hardware software systems or services tailored by a supplier to <b>Your</b> own specification</li> <li>(4) A dispute arising from a breach or alleged breach of professional duty by an <b>Insured Person</b></li> <li>(5) The recovery of money and interest due from another party other than disputes where the other party intimates that a defence exists</li> </ol>

## 4. DEBT RECOVERY

What is Covered	What is not Covered
<p>A dispute relating to the recovery of money and interest due from the sale or provision of goods or services, including enforcement of judgments.</p> <p>Provided that</p> <ol style="list-style-type: none"> <li>(1) The debt exceeds £250</li> <li>(2) A claim for debt recovery under this Section is made within 90 days of the money becoming due and payable.</li> <li>(3) <b>DAS</b> have the right to select the method of enforcement or to forego enforcing judgment if <b>DAS</b> are not satisfied that there are or will be sufficient assets available to satisfy judgment.</li> </ol>	<ol style="list-style-type: none"> <li>(1) Any claim relating to the following: <ul style="list-style-type: none"> <li>- the settlement payable under an insurance policy;</li> <li>- the sale, purchase, terms of a lease, licence, or tenancy of land or buildings;</li> <li>- a loan, mortgage, pension, guarantee or any other financial product and choses in action;</li> <li>- a motor vehicle owned by or hired or leased to <b>You</b> other than agreements relating to the sale of motor vehicles where <b>You</b> are engaged in the business of selling motor vehicles</li> </ul> </li> <li>(2) A dispute which arises out of the supply hire sale or provision of computer hardware software systems or services.</li> <li>(3) The recovery of money and interest due from another party where the other party intimates that a defence exists</li> <li>(4) any dispute which arises from debts <b>You</b> have purchased from a third party.</li> </ol>

5. PROPERTY PROTECTION AND BODILY INJURY

What is Covered	What is not Covered
<p><b>A. Property Protection</b></p> <p>A civil dispute relating to material property which is owned by <b>You</b>, or is <b>Your</b> responsibility following:</p> <ol style="list-style-type: none"> <li>(1) any event which causes physical Damage to such material property; or</li> <li>(2) a legal nuisance (meaning any unlawful interference with <b>Your</b> use or enjoyment of <b>Your</b> land, or some right over, or in connection with it); or</li> <li>(3) a trespass</li> </ol> <p>Please note that <b>You</b> must have established the legal ownership or right to the land that is the subject of the dispute</p>	<p>Any claim relating to the following:</p> <ol style="list-style-type: none"> <li>(1) a contract entered into by <b>You</b>; (please refer to insured incident <b>Contract Disputes</b>)</li> <li>(2) goods in transit or goods lent or hired out;</li> <li>(3) goods at premises other than those occupied by <b>You</b> unless the goods are at such premises for the purpose of installations or use in work to be carried out by <b>You</b>;</li> <li>(4) mining subsidence;</li> <li>(5) defending <b>Your</b> legal rights other than in defending a counter-claim;</li> <li>(6) a motor vehicle owned or used by, or hired or leased to an <b>Insured Person</b> other than Damage to motor vehicles where <b>You</b> are engaged in the business of selling motor vehicles</li> <li>(7) the enforcement of a covenant by or against <b>You</b>.</li> </ol>
<p><b>B. Bodily Injury</b></p> <p>At <b>Your</b> request <b>DAS</b> will pay <b>Costs and Expenses</b> for an <b>Insured Person's</b> and their family members' legal rights following a specific or sudden accident that causes the death of, or bodily injury to them</p>	<p>Any claim relating to the following:</p> <ol style="list-style-type: none"> <li>(1) any illness or bodily injury which develops gradually or is not caused by a specific or sudden accident; or</li> <li>(2) defending an <b>Insured Person's</b> or their family members' legal rights other than in defending a counter-claim; or</li> <li>(3) a motor vehicle owned or used by or hired or leased to an <b>Insured Person</b> or their family members</li> <li>(4) clinical negligence.</li> </ol>

6. TAX PROTECTION

What is Covered	What is not Covered
<p><b>Costs and Expenses</b> for an <b>Appointed Representative</b> following:</p> <ol style="list-style-type: none"> <li>1 A <b>Tax Enquiry</b></li> <li>2 An <b>Employer Compliance Dispute</b></li> <li>3 A <b>VAT Dispute</b>.</li> </ol> <p>Provided that</p> <ol style="list-style-type: none"> <li>(1) For all <b>Insured Incidents</b> <b>You</b> have taken reasonable care to ensure that all returns are complete and correct and that such returns are submitted within the statutory time limits allowed</li> <li>(2) Please note <b>DAS</b> will only cover tax claims which arise in direct connection with the activities of the <b>Business</b> shown in the schedule.</li> </ol>	<ol style="list-style-type: none"> <li>(1) Any claim arising from a tax avoidance scheme</li> <li>(2) Any failure to register for Value Added Tax or Pay As You Earn.</li> <li>(3) Any investigation or enquiries by, with or on behalf of HM Revenue &amp; Customs Special Investigations Section, Special Civil Investigations, Criminal Investigations Unit, Criminal Taxes Unit, under Public Notice 160 or by the Revenue &amp; Customs Prosecution Office.</li> <li>(4) Any investigation or enquiry by HM Revenue &amp; Customs into alleged dishonesty or alleged criminal offences</li> <li>(5) Any claim relating to import or excise duties and import VAT</li> </ol>

### GENERAL CONDITIONS APPLICABLE TO THIS SECTION

These conditions of cover apply only to this **Policy** section

**You** must comply with the following conditions to have the full protection of **Your Policy**

#### 1. Your representation

- (a) On receiving a claim, if representation is necessary, **DAS** will appoint a **Preferred Law Firm** or **Tax Consultancy** as **Your Appointed Representative** to deal with **Your** claim.  
They will try to settle **Your** claim by negotiation without having to go to court.
- (b) If the appointed **Preferred Law Firm** or **Tax Consultancy** cannot negotiate settlement of **Your** claim and it is necessary to go to court and legal proceedings are issued or there is a conflict of interest, then **You** may choose a law firm or tax expert to act as the **Appointed Representative**. **DAS** will choose the **Appointed Representative** to represent **You** in any proceedings where **DAS** are liable to pay a compensation award.
- (c) If **You** choose a law firm as **Your Appointed Representative** who is not a **Preferred Law Firm** or **Tax Consultancy**, **DAS** 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 **DAS** will pay is the amount **DAS** would have paid if they had agreed to the **DAS Standard Terms of Appointment**. The amount **DAS** will pay a law firm (where acting as the **Appointed Representative**) is currently £100 per hour. This amount may vary from time to time.
- (d) The **Appointed Representative** must co-operate with **DAS** at all times and must keep **DAS** up to date with the progress of the claim.

#### 2. Your responsibilities

An **Insured Person** must:

- (a) co-operate fully with **DAS** and the **Appointed Representative**;
- (b) give the **Appointed Representative** any instructions that **DAS** ask **You** to.

#### 3. Offers to settle a claim

- (a) An **Insured Person** must tell **DAS** if anyone offers to settle a claim and must not negotiate or agree to any settlement without **DAS'** written consent.
- (b) If an **Insured Person** does not accept a reasonable offer to settle a claim, **DAS** may refuse to pay further **Costs and Expenses**.
- (c) **DAS** 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 **DAS** to take over and pursue or settle a claim in their name. An **Insured Person** must allow **DAS** to pursue at **DAS'** own expense and for their benefit, any claim for compensation against any other person and an **Insured Person** must give **DAS** all the information and help **DAS** need to do so.

#### 4. Assessing and Recovering Costs

- (a) An **Insured Person** must instruct the **Appointed Representative** to have **Costs and Expenses** taxed, assessed or audited if **DAS** ask for this.
- (b) An **Insured Person** must take every step to recover **Costs and Expenses** and court attendance and jury service expenses that **DAS** have to pay and must pay **DAS** any amounts that are recovered.

#### 5. Cancelling an Appointed Representative

If the **Appointed Representative** refuses to continue acting for an **Insured Person** with dismisses the **Appointed Representative** without good reason, the cover **DAS** provide will end at once, unless **DAS** agree to appoint another **Appointed Representative**.

#### 6. Withdrawing cover

If an **Insured Person** settles a claim or withdraws their claim without **DAS'** agreement, or does not give suitable instructions to the **Appointed Representative**, **DAS** can withdraw cover and will be entitled to reclaim any **Costs and Expenses** **DAS** have paid.



### 7. Expert Opinion

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

### 8. Arbitration

If there is a disagreement between **You** and **DAS** about the handling of a claim and it is not resolved through **DAS'** internal complaints procedure and **You** are a small business, **You** can contact the Financial Ombudsman Service for help. Details available from [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

Alternatively there is a separate arbitration process (this applies to all sizes of business). The arbitrator will be a barrister chosen jointly by **You** and **DAS**. If there is a disagreement over the choice of arbitrator, **We** will ask the Chartered Institute of Arbitrators to decide.

### 9. Keeping to the policy terms

An **Insured Person** must:

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

### 10. Cancelling the Policy

**DAS** can cancel this **Policy** at any time as long as **DAS** tell **You** at least 14 days beforehand.

Please refer to the General Policy exclusions for **Your** rights to cancel this **Policy**

### 11. Claims under this policy

Apart from **DAS**, **You** are the only person who may enforce all or any part of this **Policy** and by a **Third Party** the rights and interests arising from or connected with it. This means that the Contracts (Rights of Third Parties) Act 1999 does not apply to the **Policy** in relation to any third-party rights or interest.

### 12. Other insurances

If any claim covered under this **Policy** is also covered by another policy, or would have been covered if this **Policy** did not exist, **DAS** will only pay **DAS'** share of the claim even if the other insurer refuses the claim.

### 13. Law that applies

This **Policy** is governed by the law that applies in the part of the United Kingdom, Channel Islands or Isle of Man where **Your Business** is registered. Otherwise the law of England and Wales applies.

All Acts of Parliament mentioned in this section include equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands as appropriate.

### DATA PROTECTION:

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

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

### Who we are

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

### How we will use your information

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

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

**We** will not disclose the **Insured Person's** personal data to any other person or organisation unless **We** are required to by **Our** legal and regulatory obligations. For example, **We** may use and share the **Insured Person's** data with other organisations and public bodies, including the police and anti-fraud organisations, for the prevention and detection of crime, including fraud and financial sanctions. If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies to prevent fraud and money laundering. Further details explaining how the information held by fraud prevention agencies may be used can be obtained by writing to, or telephoning **DAS**. A copy is also accessible and can be downloaded via **Our** website.

### What is our legal basis for processing your information?

It is necessary for **Us** to use the **Insured Person's** personal information to perform **Our** obligations in accordance with any contract that **We** may have with the **Insured Person**. It is also in **Our** legitimate interest to use the **Insured Person's** personal information for the provision of services in relation to any contract that **We** may have with **You**.

### How long will your information be held for?

**We** will retain the **Insured Person's** personal data for 7 years. **We** will only retain and use their personal data thereafter as necessary to comply with **Our** legal obligations, resolve disputes, and enforce **Our** agreements. If **You** wish to request that **We** no longer use the **Insured Person's** personal data, please contact **Us** at [dataprotection@das.co.uk](mailto:dataprotection@das.co.uk).

### What are your rights?

The **Insured Person** has the following rights in relation to the handling of their personal data:

- the right to access personal data held about them
- the right to have inaccuracies corrected for personal data held about them
- the right to have personal data held about them erased
- the right to object to direct marketing being conducted based upon personal data held about them
- the right to restrict the processing for personal data held about them, including automated decision-making
- the right to data portability for personal data held about them

Any requests, questions or objections should be made in writing to the Data Protection Officer:-

Data Protection Officer DAS Legal Expenses Insurance Company Limited DAS House Quay Side Temple Back Bristol BS1 6NH

Or via Email: [dataprotection@das.co.uk](mailto:dataprotection@das.co.uk)

### How to make a complaint

If the **Insured Person** is unhappy with the way in which their personal data has been processed, the **Insured Person** may in the first instance contact the Data Protection Officer using the contact details above.

If the **Insured Person** remains dissatisfied then they have the right to apply directly to the Information Commissioner's Office for a decision. The Information Commissioner can be contacted at: -

Information Commissioner's Office

Wycliffe House

Water Lane

Wilmslow

Cheshire

SK9 5AF.

Website: [www.ico.org.uk](http://www.ico.org.uk)

### GENERAL EXCLUSIONS APPLICABLE TO THIS SECTION

DAS will not pay for the following:

**1 Late reported claims**

Any claim reported to DAS more than 180 days after the date the **Insured Person** should have known about the insured incident.

**2 Costs We have not agreed**

**Costs and Expenses** incurred before DAS' written acceptance of a claim.

**3 Court awards and fines**

Fines, penalties, compensation or damages which the **Insured Person** is ordered to pay by a court or other authority, other than compensation awards covered under insured incidents **Employment Disputes and Compensation Awards** and **Legal Defence**.

**4 Legal action DAS have not agreed**

Legal action an **Insured Person** takes which DAS or the **Appointed Representative** have not agreed to, or where the **Insured Person** does anything that hinders DAS or the **Appointed Representative**.

**5 Intellectual Property Rights**

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

**6 Deliberate Acts**

Any insured incident deliberately or intentionally caused by an **Insured Person**.

**7 Franchise or agency agreements**

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

**8 A dispute with DAS**

A dispute with DAS not otherwise dealt with under **Policy** condition 8.

**9 Shareholding or partnership disputes**

Any claim relating to a shareholding or partnership share in the **Business** shown in the **Policy** schedule.

**10 Judicial review**

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

**11 Nuclear, war and terrorism risks**

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

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

### 12 Bankruptcy

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

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

### 13 Defamation

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

### 14 Calendar Date Devices

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

### 15 Litigant in person

Any claim where an **Insured Person** is not represented by a law firm, barrister or tax expert.

# SECTION 13 – TERRORISM AND SABOTAGE

This **Section** extends the cover provided by **Sections** 1 – Buildings, 2 – Contents, 4 – Glass Breakage, 7 – Business Interruption, 8 – Accounts Receivable and 10 – All Risks on Specified Equipment provided these **Sections** are shown as insured on the **Schedule**.

The Specific Definitions, Conditions and Exclusions listed below are specific to this **Section** and take precedence where they differ from the Policy Definitions on page 4, Claims Conditions on page 88, General Conditions on page 79 and General Exclusions on page 84. All other Policy Definitions, Claims Conditions, General Conditions and General Exclusions apply to the **Policy** as a whole.

## SPECIFIC DEFINITIONS

These definitions are specific to this **Section** and are in addition to or variations of the Policy Definitions on page 4 which apply to the **Policy** as a whole.

### Act of Terrorism / Sabotage

An act or series of acts involving the use of force or violence

- (a) carried out by any person or group(s) of persons whether acting alone, on behalf of or in connection with any organisation(s) or government(s) and
- (b) committed for political, religious or ideological purposes and/or objectives including the intention to influence any government and/or to intimidate the public or any section of the public and
- (c) intended to damage, destroy or obstruct property, endanger life, disrupt any section of the economy and/or cause risk to health or safety.

### Business Interruption

Interruption of or interference with the **Business** as a result of insured **Damage** to **Insured Property** caused by an **Act of Terrorism** at the **Premises**.

### Hacking

Unauthorised access to any **Computer and Electronic Business Equipment** and/or any components or systems which process, store, transmit or receive **Data**.

### Insured Property

Tangible property belonging to **You** or for which the **Business** is responsible.

### Occurrence

Any one loss or series of losses arising during a continuous period of 72 hours as a consequence of any **Act of Terrorism**.

### Schedule

The document attached to and forming part of this **Policy** which gives current details of the **Insured**, the premium, the **Period of Insurance**, the **Sections** and cover in force, Sums Insured, **Excesses** and applicable **Endorsements**.

### Virus

Any corrupting, harmful or otherwise unauthorised program instruction or code, Trojan horse, worm and/or time or logic bomb, whether self-replicating or not, intentionally constructed to cause damage, interfere with, infiltrate, adversely affect, exploit bugs and vulnerabilities or monitor computer programs, data files or operations.

### THE COVER

**We** will indemnify **You** for any **Act of Terrorism** in the United Kingdom, The Channel Islands or the Isle of Man resulting in

(a) **Damage to Insured Property**

(b) and, as a consequence, any **Business Interruption**

which is shown in the **Schedule** as insured under **Sections** 1 – Buildings, 2 – Contents, 4 – Glass Breakage, 7 – Business Interruption, 8 – Accounts Receivable and 10 – All Risks on Specified Equipment

provided that

(i) the **Occurrence** takes place during the **Period of Insurance** in the course of the **Business** at the **Premises**

(ii) this **Section** is

(a) subject to all the definitions, terms, conditions and exclusions of the **Policy** except where specifically varied in this **Section**

(b) not subject to any Long Term Undertaking which applies elsewhere in the **Policy**

(iii) no cover is provided by any other insurance

(iv) this **Section** will prevail if there is any conflict between this and the rest of the **Policy**

(v) the most **We** will pay for any one **Occurrence** is

(a) an item's specific Sum Insured

and/or

(b) any specific Sub-Limit shown in the applicable **Sections** of the **Policy**

but in any event, no more than the total Sum Insured less any **Excess(es)** shown in the **Schedule** or elsewhere in any applicable **Section** of the **Policy**.

### EXTENSIONS

#### Denial of Access

**We** will provide cover for interruption of or interference with the **Business** caused by an **Act of Terrorism** to property within a one mile radius of the **Premises**

(a) whether or not there is **Damage** to the **Premises, Insured Property**

(b) resulting from the closure, confiscation, requisition or sealing off of the **Premises** or any right of way by order or action of civil and/or military authorities which prevents or hinders the use of or access to the **Premises**

provided that the maximum period for which **We** will provide cover is 60 days from the date of the **Occurrence**.

#### Utilities

**We** will provide cover for interruption of or interference with the **Business** caused by an **Act of Terrorism** at or within a one mile radius of **Your Premises** resulting in **Damage** to

(a) gas, electricity, water and sewage installations and/or equipment pipes, lines, cables, ducts, wiring, feeders, receivers, meters, control gear and covers

(b) telecommunications and/or internet provision services resulting in the failure of supply or services at the terminal ends of the provider's service

(c) transmission, distribution or feeder lines

provided that the maximum period for which **We** will provide cover is 60 days from the date of the **Occurrence**.

### SPECIFIC CLAIMS CONDITIONS

In the event of any **Occurrence** likely to give rise to a claim under this **Section**, **You** must

- (a) notify **Us** no later than 7 days after **You** become aware of the **Damage** and/or interruption or interference with **Your Business**
- (b) in the event of a claim being made for

#### A - **Damage to Insured Property**

provide **Us** with all relevant information and evidence **We** require including

- 1 full details, either in writing or by electronic means, of the **Damage** to the **Insured Property** including the amount claimed
- 2 all proofs and information relating to the claim confirming that the cause of the **Damage** is an **Act of Terrorism**

#### B - **Business Interruption,**

provide **Us** with

- 1 full details of the claim within 30 days of the expiry of the indemnity period stated in the **Schedule** or any further time **We** allow
- 2 the books of account, other business books, vouchers, invoices, balance sheets and other documents, proofs, information, explanations and any other evidence **We** require in order to investigate and verify the claim

- (c) **You** must co-operate fully in the investigation or adjustment of any claim
- (d) if **We** require **You** to do so, provide **Us** with a statutory declaration of the truth of the claim and of any related matters
- (e) comply fully with this condition or **Your** claim may be rejected, not paid in full or **Your Policy** cancelled.

### Proof of Loss

If **We** allege that any **Damage**, loss or **Business Interruption** resulting from an **Act of Terrorism** is not covered by this **Section** or is limited or excluded by any applicable **Section** or the **Policy** as a whole, the burden of proving to the contrary will be **Yours**.

### SPECIFIC CONDITION

This condition applies only to this **Section** and takes precedence where it varies specifically from the General Policy Conditions on pages 79 – 83. **You** must read all conditions in the **Policy** carefully as any non-compliance will affect the cover provided and may result in a claim not being paid, the amount reduced or the **Policy** being cancelled.

### Automatic Reinstatement

Any automatic reinstatement of Sums Insured or Sub-Limits clauses applicable elsewhere in the **Policy** do not apply to this **Section**.

### SPECIFIC EXCLUSIONS

The following exclusions apply only to this **Section** and, where they vary specifically from the General Policy Exclusions on pages 84 - 87, take precedence over them.

**We** will not indemnify **You** for **Damage** and/or **Business Interruption** arising directly or indirectly from, contributed to, caused by or as a result of

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



- 2 war, invasion, act of foreign enemy, hostilities, warlike operations whether war be declared or not, civil war, rebellion, revolution, insurrection, military or usurped power or martial law other than where an **Act of Terrorism** is
  - (a) committed by an agent of the sovereign or government entity operating covertly and not in connection with any operation of armed forces or
  - (b) funded by a sovereign or government entity.
- 3 confiscation, requisition, detention, seizure, legal or illegal occupation, embargo, quarantine, acts of contraband, illegal transportation or trade or an order by any public or government authority which deprives You of the use or value of the **Insured Property**.
- 4 attacks by electronic means including but not limited to **Hacking**, the introduction of any **Virus** or the use of any electromagnetic weapon. This exclusion shall not operate to exclude losses which would otherwise be covered under this **Section** and/or the **Policy** arising from the use of any computer, computer system, computer software program or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile.
- 5
  - (a) riot, civil commotion strike, locked out workers, persons taking part in labour disturbances or malicious persons
  - (b) any sudden, unexpected and non-deliberate **Damage** not already excluded from this **Section** or elsewhere in the **Policy** unless caused directly by an **Act of Terrorism**.
- 6 threats or hoaxes.
- 7 the cessation, fluctuation or variation in or insufficiency of the supply of water, gas, electricity and/or telecommunications unless specifically insured.
- 8 loss of use, delay or loss of markets, income, depreciation or reduction in functionality.
- 9 chemical or biological release or exposure of any kind, seepage and/or discharge of solid, liquid, gaseous or thermal irritant pollutants or contaminants, toxic or hazardous substances or any substances which endangers or threatens to endanger the health, safety or welfare of persons or the environment other than seepage, **Pollution** and/or **Contamination**, the involvement of any chemical, biological and/or mineral agent which itself results from **Damage** caused by an **Act of Terrorism** provided that
  - (i) any **Damage** is derived from pollutants and/or contaminants owned by **You** or in **Your** care, custody or control and
  - (ii) the pollutants and/or contaminants are insured by this **Policy** and
  - (iii) **You** pay the appropriate **Excess**.
- 10 any of **Your Business** or other activities which would violate any applicable trade or economic sanctions, restrictions, laws or regulations of the European Union, United Kingdom or United States of America.
- 11 the death, **Injury** or loss of any animal or other living creature.
- 12 or in connection with the ownership, possession or use of any aircraft, aerial device or watercraft.
- 13 the occurrence of any event for which cover is provided under Section 7 – Business Interruption, Extension B – Disease (see page 39 for full details).

### CUSTOMER COMPLAINTS

If **You** have a complaint about this **Section**, please contact the Arch Insurance Company's Complaints Manager

- ☎ **By Telephone** 020 7621 4500
- ✉ **By e-mail** complaints@archinsurance.co.uk
- ✉ **In writing to** The Complaints Manager  
Arch Insurance Company (Europe) Limited  
5th Floor, Plantation Place South  
60 Great Tower Street  
London EC3R 5AZ

When **You** make contact, please supply **Your iprism Policy** number and full contact details. It will also be helpful if **You** have any supporting documentation to hand.

# OPTIONAL EXTENSIONS

These Extensions only apply if shown as insured in the Schedule

In respect of each of the following Extensions the terms conditions limitations of the Section or Sub-Section to which it applies operate in so far as they can apply except where they are expressly varied

## 1 TREATMENT RISKS

The following definitions apply to this Extension and will keep the same meaning wherever they appear in this Extension

### Treatment

- (a) washing cutting styling and drying of the hair
- (b) tinting dyeing bleaching permanent waving or special treatment of the hair normally carried out by a hairdresser
- (c) eyebrow and eyelash plucking shaping and tinting
- (d) manicure and pedicure (but not chiropody) including the application of acrylic coatings
- (e) application of cosmetics and facial masks including ionisation and steaming Treatments
- (f) application of proprietary hair removal gels waxes and creams
- (g) normal hairdressing work on wigs and hairpieces
- (h) ear piercing by the gun and stud method

### Qualified Operator

Any person 18 years of age or over who has either

- (a) more than 3 years continuous experience of professional hairdressing or beauty **Treatments**
- or
- (b) completed 2 years technical college training in hairdressing or beauty **Treatments**

### Cover

Cover provided by Sub-Section B of Section 6 Business Liability is extended to include liability arising out of any **Treatment** usually undertaken in the ordinary course of the **Business** in the **Premises** or elsewhere in Great Britain Northern Ireland the Isle of Man and the Channel Islands (except any premises owned and occupied by **You** not being the **Premises** insured hereunder) by **You** or any **Employee**

The following additional Exclusions apply to this Extension

**We** will not be liable under this Extension for

- 1 any claim arising out of or attributable to
    - (a) application by **You** or anyone acting on **Your** behalf or use upon **Your** advice or any one acting on **Your** behalf of any lotion hair dye or other preparation wholly or partly manufactured produced mixed (other than proprietary materials mixed in accordance with the manufacturers instructions) or treated in any way by **You** or anyone acting on **Your** behalf
    - (b) use contrary to the makers or vendor's instructions as regards failure to make the prior skin tests before use and/or subsequent procedures required or recommended by them in respect of any lotion hair dye or other preparation
    - (c) any liability arising from the treatment of any person who knows he or she suffers from skin allergies unless they produce before treatment begins a medical certificate stating they may undergo treatment
    - (d) any treatment carried out by any person other than a **Qualified Operator** except
      - (i) the washing and drying of hair hairpieces or wigs
      - (ii) whilst such person is under the direct and continuous supervision of a **Qualified Operator**
  - 2 any refund in respect of any treatments given or facilities provided by **You**
  - 3 the cost of repairing removing replacing rectifying making good recalling or altering any **Products** sold or supplied by **You**
- If **You** do not comply with these conditions **We** will not pay **Your** claim

### Solaria and Sun Beds Cover

This extension includes the provision of ultra violet or infra red treatment facilities

Provided that

- (a) suitable goggles are worn by all persons using the sunbed(s)
- (b) the equipment is inspected at least annually by a qualified electrical engineer
- (c) customers are given detailed instructions on the safe use of equipment
- (d) a warning notice shall be prominently displayed near each sunbed
- (e) the use of the equipment is adequately supervised by a competent person
- (f) customers are advised before treatment begins of the possible health risk of ultra violet rays
- (g) the time of exposure on each sunbed shall be controlled by the management of the **Insured** by means of an automatic time clock

If **You** do not comply with these conditions **We** will not pay **Your claim**

In addition to Exclusions for the Treatment Risks Extension in so far as they can apply **We** will not be liable under this Solaria and Sun Beds Cover for the treatment of any person who

- (a) knows he or she suffers from skin allergies high or low blood pressure or circulation disorders
- (b) knows she is pregnant
- (c) is taking prescribed medicine

unless they produce before treatment begins a medical certificate stating they may undergo treatment

### Limit of Liability

**Our** maximum liability under this Extension for **Compensation** payable in respect of any one claim against **You** or series of claims against **You** arising out of one event and the maximum amount payable in respect of all claims occurring during any one **Period of Insurance** will not exceed £1,000,000 in addition to **Costs and Expenses**

## SPECIAL CONDITION APPLICABLE TO THIS EXTENSION

These conditions of cover apply only to this **Policy** section

**You** must comply with the following conditions to have the full protection of **Your Policy**.

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

### Sterilisation

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

- (a) razor and clipper blades
- (b) steel combs
- (c) needles
- (d) other items which could pierce skin

are thoroughly sterilised before use unless being used for the first time

If **You** do not comply with these conditions **We** will not pay **Your claim**

## 2 WORK AWAY

Cover provided by Section 6 Business Liability is extended to include liability arising whilst **You** and/or any of **Your Employees** are engaged in work in connection with the **Business** anywhere in Great Britain Northern Ireland the Channel Islands and the Isle of Man (except at any premises owned by **You** not being the **Premises** hereunder)

The exclusions applicable to Section 6 Business Liability continue to apply in addition to the following

**We** will not be liable under this Extension for any claim arising out of or attributable to

- (a) any work involving the application of heat
- (b) the amount of the **Excess** shown in the Schedule in respect of **Damage to Property**

## 3 SUBSIDENCE GROUND HEAVE AND LANDSLIP

Cover provided by Section 1 Buildings and Section 2 Contents (where operative) is extended to include the following additional Insured Peril

What is Covered	What is not Covered
<p>Subsidence or Ground Heave of any part of the site on which the <b>Premises</b> stand or Landslip</p>	<p><b>Damage</b> to yards car parks roads pavements swimming pools walls gates or fences unless also affecting a <b>Building</b> insured hereby</p> <p><b>Damage</b> caused by or consisting of</p> <ul style="list-style-type: none"> <li>(a) the normal settlement or bedding down of new structures</li> <li>(b) the settlement or movement of made up ground</li> <li>(c) coastal or river erosion</li> <li>(d) defective design or workmanship or the use of defective materials</li> <li>(e) fire subterranean fire explosion earthquake or the escape of water from any tank apparatus or pipe</li> </ul> <p><b>Damage</b> resulting from</p> <ul style="list-style-type: none"> <li>(a) demolition construction structural alteration or repair of any property or</li> <li>(b) groundworks or excavation</li> </ul> <p>at the <b>Premises</b></p> <p><b>Damage</b> which originated prior to the inception of this cover</p> <p>The amount of the <b>Excess</b></p>

### Special Condition applicable to this Extension

This condition of cover applies only to this **Policy** section

**You** must comply with the following condition to have the full protection of **Your Policy**.

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

In so far as this insurance relates to **Damage** caused by Subsidence Ground Heave or Landslip

- (a) **You** will notify **Us** immediately **You** become aware of any demolition groundworks excavation or construction being carried out on any adjoining site
- (b) **We** will then have the right to vary the terms or cancel the cover

If **You** do not comply with this condition **We** will not pay **Your** claim

## 4 THEFT BY EMPLOYEES

Cover provided by Section 2 Contents extends to include any direct loss caused by an act of fraud or dishonesty committed by any **Employee** in the course of the **Business** and occurring during the **Period of Insurance**

Provided that

- (i) the maximum amount **We** will be liable for under this Extension does not exceed £5,000 in any one **Period of Insurance**
- (ii) the conditions of employment and the precautions and checks taken by **You** to prevent dishonesty on the part of the **Employees** will remain while this **Policy** is in force in all respects as have been agreed in various statements and any omission or neglect of such precautions or checks on **Your** part will relieve **Us** of all liability whatsoever

If **You** do not comply with this condition **We** will not pay **Your** claim

**We** will not be liable under this Extension for

- (a) acts committed prior to the commencement of this Extension
- (b) losses occurring during the currency of this Extension and not discovered within 14 days of the expiry of the **Period of Insurance**
- (c) any monies which would have been payable by **You** to an **Employee** but for the **Employees** dishonesty
- (d) The amount of the **Excess** stated in the Schedule

# GENERAL POLICY CONDITIONS

**You** must comply with the following conditions to have the full protection of **Your Policy**.

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

Each Section of the **Policy** has conditions and they must be read in conjunction with the following General **Policy** Conditions

## A ALTERATION OF RISK

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

When **You** tell **Us** about an alteration in risk, **We** may apply additional terms and conditions to this **Policy** (including but not limited to premium) or, if the risk is unacceptable to **Us**, **We** may cancel the **Policy**

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

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

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

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

## B CANCELLATION

### Cancellation of your insurance

Cancellation by **You** within the first 14 days

If, having examined **Your Policy** documentation, **You** decide not to proceed, **You** may cancel, this **Policy** within the first 14 days. The 14 day period starts on the day **You** receive the **Policy** documentation, or the day **You** enter into this contract of insurance whichever is the later. When **We** have received notice of decision not to proceed, any premiums **You** have paid will be returned, unless **You** have made a claim. If **You** have made a claim or there has been an incident likely to give rise to a claim no premium will be returned to **You**.

Cancellation by **You** at any other time

**You** may cancel this **Policy** at any other time after this 14 day period by writing to **Us**. If **You** have not made a claim, **We** will return any premium **You** have paid for any **Period of Insurance** left. **We** will not return any premium if the amount is less than £25 exclusive of Insurance Premium Tax (IPT).

Cancellation by **Us**

**We** are not bound to accept any renewal of this **Policy**

Where there is a valid reason for doing so **We** may cancel this **Policy** by sending **You** 14 days' notice in writing by recorded delivery post, setting out our reason for cancellation, to **Your** correspondence address shown in the **Schedule**.

Valid reasons for cancellation may include but are not limited to:

- Where **We** have been unable to collect a premium payment. In this case **We** will contact **You** in writing requesting payment by a specific date. If **We** do not receive payment by this date **We** will write to **You** again notifying **You** that payment has not been received and giving **You** 14 days' notice of a final date for payment. This letter will also notify **You** that if payment is not received by this date your **Policy** will be cancelled. If payment is not received by that date **We** will cancel **Your Policy** from the date **Your** last instalment was due;
- Where **You** are required in accordance with the terms of this **Policy** to co-operate with **Us**, or send **Us** information or documentation and **You** fail to do so in a way that affects **Our** ability to process a claim, or **Our** ability to defend **Our** interests. In this case **We** may issue a cancellation letter and **We** will cancel **Your Policy** if **You** fail to co-operate with **Us** or provide the required information or documentation by the end of the 14 day cancellation notice period;

- Where there is a failure by **You** to exercise the duty of care regarding **Your** property as required by the paragraph headed 'Reasonable precautions' in the General conditions section of this **Policy** document;
- Where **We** reasonably suspect fraud;

### When Your premiums are paid by the iprism instalment plan

If the **Policy** is cancelled by **Us** or by **You**

- (a) Any outstanding balance of **Your** loan and any additional charges levied by the finance provider in accordance with the terms and conditions of **Your** credit agreement will be deducted from any return of premium due to **You**
- (b) **You** will become liable for the difference if the return premium is less than the balance due to the loan provider **We** will return any premium **You** have paid for any **Period of Insurance** left. However, **We** will not return any premium if the amount is less than £25 exclusive of Insurance Premium Tax (IPT).

### Certificate of Employers Liability Insurance

In relation to cancellation in any of the circumstances outlined above **You** shall immediately return to **Us** any effective Certificate(s) of Employers Liability Insurance

## C CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

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

## D DESIGNATION

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

## E FAIR PRESENTATION OF RISK

**You** have a duty to make a fair presentation of the risk which **You** wish to insure This duty applies prior to the start of **Your Policy** and if any variation is required during the **Period of Insurance** and prior to each renewal of this **Policy** If **You** do not comply with this condition then

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

This condition operates in addition to any provisions relating to underinsurance in this **Policy**

## F FIRE EXTINGUISHING APPLIANCES

It is a condition of Sections 1 2 and 10 of this **Policy** that **You** ensure that any fire extinguishing appliances kept at **Your Premises** are maintained

If **You** do not comply with this condition **We** will not pay **Your** claim

### G IDENTIFICATION

The **Policy** Schedule and any **Endorsements** will be read as one document

A particular word or phrase which is not defined will have its ordinary meaning

### H INTEREST CLAUSE

The interests of third parties which **You** are required to include on this **Policy** under the terms of any mortgage property lease or hiring leasing or hire purchase agreement are automatically noted subject to **You** advising **Us** as soon as is reasonably practicable

### I MINIMUM STANDARD OF SECURITY

It is a condition precedent to **Our** liability that the following minimum level of security or alternative security protections agreed in writing by **Us** whether following a survey or otherwise is installed at the **Premises** and put into effect whenever the **Premises** are closed for business or left unattended

#### Doors

- 1 On timber final exit doors (excluding sliding doors)
  - (a) if single leaf a mortice deadlock which has a minimum of 5 levers and conforms to BS3621 with matching boxed steel striking plate fitted
  - (b) if double leaf
    - (i) on the first closing leaf flush or barrel (of at least 200mm (8 inches) long) bolts fitted top and bottom in every case or key operated locks or bolts fitted top and bottom in every case
    - (ii) on the second closing leaf a mortice deadlock which has a minimum of 5 levers and conforms to BS3621 with matching boxed steel striking plate fitted or both parts of the door fitted with a 5 lever or 6 pin hardened steel close shackle padlock and locking bar The locking bar must be of similar strength to the padlock and designed to be used specifically with the padlock The locking bar must be secured to the door with coach bolts
  - (c) if single or double leaf and also outward opening hinge bolts fitted top and bottom
- 2 All other timber external doors or internal doors giving access to any part of the **Premises** not solely occupied by **You** or to any adjoining premises (excluding sliding and/or fire exit doors)
  - (a) if single leaf a mortice deadlock which has a minimum of 5 levers and conforms to BS3621 with matching boxed steel striking plate fitted or key-operated mortice rack bolts fitted top and bottom
  - (b) if double leaf
    - (i) on the first closing leaf flush or barrel (of at least 200mm (8 inches) long) bolts fitted top and bottom in every case or key operated locks or bolts fitted top and bottom in every case
    - (ii) on the second closing leaf a mortice deadlock which has a minimum of 5 levers and conforms to BS3621 with matching boxed steel striking plate fitted or a coach bolted locking bar and padlock as described in 1 (b) above
  - (c) 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 key operated mortice deadlock and if double leaf flush bolts on the first closing leaf
- 4 On steel final exit doors and sliding final exit doors  
a coach bolted locking bar and padlock as described in 1 (b) above
- 5 On all other steel doors and all other sliding doors (excluding sliding patio doors)  
a coach bolted locking bar and padlock as described in 1 (b) above
- 6 On sliding patio doors  
a manufacturers 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 3 points where the bolt work engages with the side frame the bolt hooks or shoot bolts must be mushroom headed  
or  
two key operated patio door locks fitted internally one at the top and one at the bottom of each opening section



### Windows

On all opening external basement and ground floor windows and fanlights and other opening windows fanlights rooflights and skylights which are accessible from roofs balconies fire escapes or down pipes

key operated window locks – with the keys removed when in operation

or

Solid steel bars not less than 16mm (5/8th inch) diameter and not more than 125mm

(5 inches) apart weldmesh or expanded metal grilles fixed to the brickwork or masonry surrounding the window

### Fire Exit Doors and Windows

Any door or window which is officially designated a Fire Exit by a fire authority

internally with panic bars or fire exit bolts (capable of opening at all times) together with hinge bolts top and bottom any additional devices must be approved by the local Fire Prevention Officer

### Keys

All keys must be removed from locks and kept in a secure place or removed from the **Premises** Keys to safes must be removed from the **Premises** or if **You** live on the **Premises** they must be removed to a secure place in the residential part of the **Premises**

If **You** do not comply with this condition **We** will not pay **Your** claim

## J NON INVALIDATION

This insurance will not be invalidated by anything which increases the risk of **Damage** provided that

- (a) it is without **Your** authority or knowledge or beyond **Your** control
- (b) **You** tell **Us** as soon as **You** become aware of the increased risk of **Damage**
- (c) **You** pay any additional premium

## K SUBROGATION WAIVER

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

- (a) any company standing in the relation of parent to subsidiary (or subsidiary to parent) to **You**
  - (b) any company which is a subsidiary of a parent company of which **You** are a subsidiary
- in each case as defined by current legislation

## L REASONABLE PRECAUTIONS

**You** must

- (a) maintain the **Premises** machinery plant and equipment in a satisfactory state of repair
- (b) take all reasonable precautions to prevent
  - (i) **Damage** to the **Property** insured
  - (ii) **Injury** to any person or **Damage** to their property
- (c) take immediate steps to make good or remedy any defect or danger which becomes apparent or take such additional precautions as circumstances may require
- (d) exercise care in the selection and supervision of **Employees**
- (e) comply with all relevant legal requirements safety regulations and manufacturers recommendations and conduct the **Business** in a lawful manner
- (f) keep books with a complete record of purchase and sales

If **You** do not comply with this condition **We** will not pay **Your** claim

### M SECURITY

It is a condition precedent to **Our** liability in respect of any claim resulting from Theft from the **Premises** or any attempt thereof that whenever the **Premises** are closed for **Business** or left unattended all locks bolts and other security devices including any intruder alarm system required by **Us** are put in to full and effective operation

If **You** do not comply with this condition **We** will not pay **Your** claim

### N TERMS NOT RELEVANT TO ACTUAL LOSS

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

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

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

### O TRADE WASTE

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

- (a) all greasy or oily cloths are placed in metal bins enclosed by close fitting lids
- (b) all trade waste is removed each day before the **Premises** are closed for business to a secure waste disposal area as distant as possible from any buildings where it must be kept in a metal lidded receptacle or alternatively to a designated secure storage building pending removal from **Premises**
- (c) all trade waste bins and other receptacles be emptied at least once per week

If **You** do not comply with this condition **We** will not pay **Your** claim

### P UNOCCUPANCY

It is a condition precedent to **Our** liability that when the **Premises** or any part thereof become **Empty or Disused**

- (a) all main services are to be turned off at the mains except electricity where needed to maintain any fire or intruder alarm system in operation and the water and heating systems drained
- (b) the **Premises** are to be adequately secured against unauthorised entry
- (c) at least weekly internal and external inspections are to be made of the **Premises** by **You** or a responsible person acting on **Your** behalf
- (d) any accumulations of combustible materials such as junk mail and newspapers are to be removed during each inspection of the **Premises**

If **You** do not comply with this condition **We** will not pay **Your** claim

# GENERAL POLICY EXCLUSIONS

The following General **Policy** Exclusions apply to all Sections of the **Policy** and all Clauses Extensions and **Endorsements** unless otherwise stated

**We** will not be liable for any claim in respect of

## A PRESSURE WAVES

**Damage** directly caused by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds

## B RADIOACTIVE CONTAMINATION AND NUCLEAR RISKS

**Damage** to any property whatsoever or any loss or expense whatsoever resulting from or arising therefrom or any **Indirect Loss** or legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from

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

This Exclusion is not applicable to Sub-Section A of Section 6 Business Liability

## C WAR AND GOVERNMENT ACTION

**Damage** to any property whatsoever or any loss or expense whatsoever resulting from or arising therefrom or any **Indirect Loss** or legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from regardless of any other contributory cause or event

War

Government Action

For the purpose of this Exclusion

**War** shall mean

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

**Government Action** shall mean

martial law confiscation nationalisation requisition seizure or destruction of property by or under the order of any government or public or local authority or any action taken in controlling preventing suppressing or in any way relating to **War**

This Exclusion is not applicable to Sub-Section A of Section 6 Business Liability

## D NORTHERN IRELAND

**Damage** in Northern Ireland occasioned by or happening through or in consequence directly or indirectly of

- (a) riot civil commotion and (other than in respect of **Damage** by fire and explosion) strikers locked out workers or persons taking part in labour disturbances or malicious persons
- (b) **Terrorism**

In any action suit or other proceedings where **We** allege that by reason of this Exclusion any **Damage** or resulting loss or expense or **Indirect Loss** is not covered by this insurance the burden of proving such **Damage** loss or expense or **Indirect Loss** is covered will be upon **You**

## E POLLUTION AND CONTAMINATION (APPLICABLE TO SECTIONS 1 2 4 5 7 AND 9)

Other than in respect of Section 11 - Equipment Breakdown

**Damage** or loss of **Gross Profit** caused by or arising from pollution or contamination except (unless otherwise excluded) **Damage** to the **Property** insured caused by

- (a) pollution or contamination which itself results from fire lightning explosion aircraft or other aerial devices or articles dropped therefrom riot civil commotion strikers locked out workers malicious persons theft involving physical force or violence earthquake storm flood escape of water from any tank apparatus or pipe or impact by any road vehicle or animal
- (b) any of the contingencies in (a) above which itself results from pollution or contamination

### F ELECTRICAL PLANT

Other than in respect of Section 11 - Equipment Breakdown

**Damage** to any electrical plant or electrical appliance ie dynamo transformer motor or other working electrical machinery apparatus or fittings directly caused by its own over-running short-circuiting excessive pressure or self heating but should fire extend to and **Damage** any other part of the plant or appliances or other **Property** insured hereby such **Damage** is not excluded by the **Policy**

### G WATER TABLE

Any **Damage** attributable solely to a change in the Water Table level

### H DATE RECOGNITION

Any claim directly or indirectly caused by or consisting of or arising from the failure or inability of any

(a) computer **Data** processing equipment electronic circuit microchip integrated circuit microprocessor embedded system hardware software firmware program telecommunication equipment or systems or any similar device

(b) media or systems used in connection with anything referred to in (a) above

whether **Your Property** or not and whether occurring before during or after the year 2000 to

(a) correctly to recognise any date as its true calendar date

(b) to capture save or retain and/or correctly to manipulate interpret or process any **Data** or information or command or instruction as a result of treating any date otherwise than as its true calendar date

(c) to capture save or retain correctly to process any **Data** as a result of the operation of any command which has been programmed into any computer software being a command which causes the loss of **Data** or the inability to capture save retain or correctly to process such **Data** on or after any date

but this will not exclude in respect of Sections 1 -The Buildings of the Premises - 2 The Contents of the Premises - 3 Business Money and Personal Accident (Assault) 7 - Business Interruption 8 - Accounts Receivable 9 - Loss of License 10 - All Risks on Specified Equipment

**Damage** not otherwise excluded which itself results from fire lightning explosion aircraft or other aerial devices or articles dropped therefrom riot civil commotion strikers locked out workers malicious persons theft involving physical force or violence earthquake storm flood escape of water from any tank apparatus or pipe or impact by any road vehicle or animal provided that such **Damage** is insured by the Section

This exclusion is not applicable to Sub-Section A of Section 6 Business Liability

### I DATE RECOGNITION COMPUTER EQUIPMENT

The expected cost which would have been incurred in modifying any

(a) computer **Data** processing equipment electronic circuit microchip integrated circuit microprocessor embedded system hardware software firmware program telecommunication equipment or systems or any similar device

(b) media or systems used in connection with anything referred to in (a) above

so as to be able to recognise save retain manipulate interpret or process any date after 31st December 1999 where such computer or other **Property** is unable to do so at the time of any **Damage** insured by this **Policy**

### J LOSS OF DATA

**Damage** arising directly or indirectly from or in connection with or consisting of physical or electronic or other loss or destruction or alteration or loss of use whether permanent or temporary of or **Damage** to **Data** of whatsoever nature in whole or in part including but not limited to loss of **Data** resulting from **Damage** whether tangible or intangible to **Computer or Electronic Equipment** or **Data Storage Materials** including while stored on **Data Storage Materials** whether **Your Property** or not

but this will not exclude in respect of Sections 1 -The Buildings of the Premises - 2 The Contents of the Premises - 3 Business Money and Personal Accident (Assault) 7 - Business Interruption 8 - Accounts Receivable 9 - Loss of License 10 - All Risks on Specified Equipment **Damage** not otherwise excluded which itself results from fire lightning explosion aircraft or other aerial devices or articles dropped therefrom riot civil commotion strikers locked out workers malicious persons theft involving physical force or violence earthquake storm flood escape of water from any tank apparatus or pipe or impact by any road vehicle or animal provided that such **Damage** is insured by the Section

For the purpose of this Exclusion

**Computer or Electronic Equipment** will mean

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

**Data Storage Materials** will mean

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

### K COMPUTER VIRUS HACKING DENIAL OF SERVICE ATTACK

**Damage** arising directly or indirectly from or in connection with or consisting of

- (a) any partial or complete reduction in the performance availability functionality or the ability to recognise or process any date or time of any **Computer or Electronic Equipment** electronic means of communication web site
- (b) physical or electronic or other loss or destruction or alteration or loss of use whether permanent or temporary of or **Damage** to **Data** of whatsoever nature in whole or in part including but not limited to loss of **Data** resulting from **Damage** whether tangible or intangible to **Computer or Electronic Equipment** or **Data Storage Materials** including while stored on **Data Storage Materials** whether **Your Property** or not

resulting directly or indirectly from or in connection with **Virus or Similar Mechanism Denial of Service Attack** and/or **Hacking**

But this will not exclude in respect of Sections 1 -The Buildings of the Premises - 2 The Contents of the Premises - 3 Business Money and Personal Accident (Assault) 7 - Business Interruption 8 - Accounts Receivable 9 - Loss of License 10 - All Risks on Specified Equipment **Damage** not otherwise excluded which itself results from fire lightning explosion aircraft or other aerial devices or articles dropped therefrom riot civil commotion strikers locked out workers malicious persons theft involving physical force or violence earthquake storm flood escape of water from any tank apparatus or pipe or impact by any road vehicle or animal provided that such **Damage** is insured by the Section

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**Data Storage Materials** will mean

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

### L HEAT PROCESSES

Loss or damage to Property due to its undergoing any process necessarily involving the application of heat

### M INDIRECT LOSS

Any **Indirect Loss** unless specifically stated in the **Policy**

### N SANCTIONS

**Damage** to any property whatsoever or any loss or expense whatsoever resulting from or arising therefrom or any **Indirect Loss** or legal liability of whatsoever nature directly or indirectly caused by any business or activity of **Yours** which would violate any sanction prohibition or restriction under United Nations resolutions or the trade or economic sanctions laws or regulations of any country

### O EXCLUDED PROPERTY AND CONTINGENCIES

loss damage or destruction to property or liability or contingencies more specifically insured by any other policy or security

### P FRAUD

If **You** or anyone acting for **You**:

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

**We** will:

- (i) refuse to pay the claim;
- (ii) declare the policy void from the date of the fraud without any refund of premium and
- (iii) recover any sums that **We** have already paid under the **Policy** in respect of the claim.

**We** may also inform the Police of the circumstances.

# CLAIMS CONDITIONS

## A MAKING A CLAIM

Where an event which could give rise to a claim under this **Policy** happens **You** will

- (a) tell **Us** immediately and no later than
    - (i) 7 days in the case of **Damage** caused by riot civil commotion strikers locked out workers persons taking part in labour disturbances or malicious persons; or
    - (ii) 30 days of **Your** becoming aware of the event or occurrenceprovide **Us** with all information and help **We** require in respect of the claim and where requested by **Us** at **Your** expense a written claim containing as much information as possible of the **Damage** accident or **Injury** including the amount of the claim
  - (b) notify the police immediately of **Damage** caused by malicious persons or thieves
  - (c) take all reasonable steps to recover **Property** lost or otherwise minimise the claim
  - (d) not admit or repudiate liability nor make any offer compromise promise or payment without **Our** written consent
  - (e) pass to **Us** immediately unanswered all communications from third parties in relation to any event which may result in a claim under this **Policy**
  - (f) tell **Us** immediately of any impending prosecution inquest or fatal inquiry or civil proceedings and send to **Us** immediately every relevant document
  - (g) provide **Us** with such books of account or other Business books or documents or such proofs as may reasonably be required by **Us** for investigating or verifying the claim
  - (h) provide to **Us** (if demanded) a statutory declaration of the truth of the claims and any related matter
  - (i) in respect of Sub-Section B of Section 3 Business Money and Personal Accident Assault provide **Us** at **Your** expense all certificates and evidence required by **Us** and **You** or any **Employee** shall as often as required by **Us** submit to medical examination at **Our** expense
- If **You** do not comply with these conditions **We** will not pay **Your** claim

## B OUR CONTROL OF CLAIMS

**We** will be entitled

- (a) on the happening of any **Damage** to the **Property** insured to enter take and keep possession of the building where **Damage** has happened and to take and keep possession of the **Property** insured and to deal with the salvage in a reasonable manner without thereby incurring any liability and without diminishing **Our** right to rely on any conditions of this **Policy** and this **Policy** will be proof of leave and license for such purpose
- (b) at **Our** discretion to take over and conduct in **Your** name the defence or settlement of any claim and to take proceedings at **Our** own expense and for **Our** own benefit but in **Your** name to recover compensation or secure indemnity from any third party in respect of any event insured by this **Policy** and **You** will give all information and assistance **We** may reasonably require
- (c) to any **Property** for the loss of which a claim is paid hereunder and **You** will execute all such assignments and assurances of such **Property** as may be reasonably practicable but **You** will not be entitled to abandon any **Property** to **Us**
- (d) at **Our** option to either
  - (i) repair or replace the **Property** or any part of the **Property** for which **We** may be liable under this **Policy**
  - or
  - (ii) make payment in money to **You** in lieu of such repair or replacementReinstatement effected as nearly as may be reasonably practicable will be deemed a complete indemnity under this **Policy**

### C ARBITRATION

Other than under Section 6 - Business Liability Sub-Sections A Employers Liability and Sub-Section B Public and Products Liability If **We** accept liability but **You** disagree with the amount **We** offer to pay the claim will be referred to an arbitrator who will be jointly appointed in accordance with statutory provisions

An award made by the arbitrator will be a Condition Precedent to a right of legal action against **Us**

### D CONTRIBUTION

Applicable to Sub-Section A Employers Liability and Sub-Section B Public and Products Liability of Section 6 Business Liability Section

- (a) if the insurance provided by these Sub-Sections is also covered by any other policy (or would be but for the existence of these Sub-Sections) **We** will only indemnify **You** in respect of any excess beyond the amount which would be payable under such other insurance had these Sub-Sections not been effected

Applicable to all other Sections insured by this **Policy**

- (a) where **Damage** or liability covered by the **Policy** is also covered by any other policy (or would be but for the existence of this **Policy**) **We** will only pay a rateable share of the loss
- (b) if the other insurance is subject to a condition of average and this **Policy** is not this **Policy** will become subject to the same condition of average
- (c) if the **Property** insured covered by the other insurance is subject to a provision excluding proportional payment in whole or in part the payment **We** make will be limited to the proportion of **Damage** as the Sum Insured bears to the value of the **Property**

### E DISCHARGE OF LIABILITY

Not applicable to Sub-Section A Employers Liability of Section 6 Business Liability

**We** may pay the Limit of Indemnity or the Sum Insured or any lesser amount for which any claim or claims can be settled after the deduction of any sum already paid and **We** will be under no further liability in respect of such claim or claims except for costs or expenses incurred prior to the date of such payment

### F SUBROGATION

Any claimant under this **Policy** will at **Our** request and expense take and permit to be taken all necessary steps for enforcing the rights against any other third party in **Your** name before or after any payment is made by **Us**

### G REPAYMENT OF EXCESS

**You** will repay to **Us** the amount of any **Excess** for which **We** have made payment



# ENDORSEMENTS AND CONDITIONS

These **Endorsements** and Conditions are only operative if the number set against them appears in the appropriate place in the Schedule **You** must comply with the terms of the following endorsements (if applicable to **Your Policy**) to have the full protection of **Your Policy**. **Endorsements** and Conditions may specify circumstances whereby non-compliance will mean that **You** will not receive payment for a claim. However **You** will be covered and **We** will pay **Your** claim if **You** are able to prove that the non-compliance with these **Endorsements** and conditions (if applicable to **Your Policy**) could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred

## IP001 ALARM INTRUDER ALARM CONDITION

The following definitions apply to this condition and will keep the same meaning wherever they appear in this condition

### INTRUDER ALARM SYSTEM

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

### ALARMED PREMISES

The **Premises** or those portions of the **Premises** protected by the **Intruder Alarm System**

### RESPONSIBLE PERSON

**You** or any person authorised by **You** to be responsible for the security of the **Premises**

### KEYHOLDER

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

It is a condition precedent to **Our** liability for **Damage** following entry or attempted entry to or exit from the **Premises** by forcible and violent means that

- (a) the **Premises** are protected by an **Intruder Alarm System** installed as agreed by **Us**
- (b) the **Intruder Alarm System** will be maintained in full and efficient working order under a contract to provide both corrective and preventative maintenance with the Intruder Alarm Installers or other Installers/Engineers as agreed with **Us**
- (c) no alteration to or substitution of
  - (i) any part of the **Intruder Alarm System**
  - (ii) the procedures agreed with **Us** for Police or any other response to any activation of the **Intruder Alarm System**
  - (iii) the maintenance contract be made without **Our** written consent
- (d) the **Alarmed Premises** will not be left without at least one **Responsible Person** therein without **Our** agreement
  - (i) unless the **Intruder Alarm System** is set in its entirety with the means of communication used to transmit signals in full operation
  - (ii) if the Police have withdrawn their response to alarm calls
- (e) all keys to the **Intruder Alarm System** are removed from the Premises when they are left unattended
- (f) **You** maintain secrecy of codes for the operation of the **Intruder Alarm System** and no details of same are left on the Premises
- (g) **You** will appoint at least two **Keyholders** and lodge written details (which must be kept up to date) with the alarm company and/or Police Authorities
- (h) in the event of notification of any activation of the **Intruder Alarm System** or interruption of the means of communication during any period that the **Intruder Alarm System** is set a **Keyholder** will attend the **Premises** as soon as reasonably possible
- (i) in the event **You** receive any notification
  - (i) that Police attendance in response to alarm signals/call from the **Intruder Alarm System** may be withdrawn or the level of response reduced or delayed
  - (ii) from a Local Authority or Magistrate imposing any requirement for abatement of nuisance
  - (iii) that the **Intruder Alarm System** cannot be returned to or maintained in full working order

**You** will advise **Us** as soon as possible and in any event not later than 10.00am on the next working day and comply with any subsequent requirements stipulated by **Us**

If **You** do not comply with this condition **We** will not pay **Your** claim

### IP002 FIREEXT FIRE EXTINGUISHMENT KITCHENS/COOKING AREAS

It is a condition precedent to **Our** liability that in kitchens and other areas used for cooking a Fire Blanket and a 9 litre foam or 2 kilogram carbon dioxide or 4.5 kilogram dry powder fire extinguisher be available for immediate use and the extinguisher be regularly maintained under contract

If **You** do not comply with this condition **We** will not pay **Your** claim

### IP003 DEEPFAT DEEP FAT FRYING EQUIPMENT

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

- (a) all deep fat frying equipment is fitted with
  - (i) a thermostat arranged to prevent the temperature of cooking oils or fats from rising above 205 degrees Celsius
  - (ii) an automatic cut-out arranged to cut off the heat source in the event of failure of the thermostat
- (b) all deep fat frying equipment including flues and exhaust ducting is securely fixed and free from contact with combustible material  
The exhaust ducting is to be constructed of and supported by galvanised or stainless steel having watertight seams and joints
- (c) all extraction hoods canopies filters and grease traps are cleaned at least once every 7 days
- (d) all extraction ducts are cleaned at least once every six months by a specialist contractor
- (e) all oil or greasy waste and cloths are kept in metal receptacles with metal lids and removed from the building at the end of each working day and from the **Premises** at least once a week
- (f) a fire blanket is situated in the cooking area in such a position where it can be safely reached in the event of a fire
- (g) a 6 litre Class F wet chemical fire extinguisher is situated where it is easily accessible in the vicinity of any deep fat frying equipment and is maintained under an annual service contract with a BAFE registered contractor
- (h) where fitted automatic fire suppression equipment is to be maintained annually under contract by the equipment manufacturer or their appointed approved contractors
- (i) connection of the deep fat frying equipment to the power or gas supply is to be carried out either by the supplier manufacturer or by a registered person operating under the Capita managed Gas Safety Register scheme (or are C.O.R.G.I registered in respect of Northern Ireland or the Channel Islands) or NICEIC ECA or SELECT (Scotland only) registered contractor for electrical power supplies

If **You** do not comply with this condition **We** will not pay **Your** claim



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