

# **Your Commercial Combined Policy**

## **Sports, Hobbies & Pursuits Wordings**

BCIIN13698 (V35) 09.2019



## Introduction

Welcome to Aviva. We are committed to providing a first-class service. This is your insurance policy which sets out your insurance protection in detail.

Your premium has been calculated on the basis of the extent of cover you have selected which is specified in the schedule, the information you have provided and the declaration you have made. Please read the policy and the schedule carefully to ensure that the cover meets your requirements.

Please contact your insurance adviser if you have any questions or if you wish to make adjustments.

### Contents

This policy consists of individual sections. You should read this policy in conjunction with the schedule which confirms the sections you are insured under and gives precise details of the extent of your insurance protection.

#### Complaints Procedure

#### Important Information

#### The Contract of Insurance

#### Policy Definitions

#### Sections which comprise Your policy

#### Policy Conditions

#### Policy Exceptions

## Contact Details for Claims and Help

### Services

As an Aviva customer, you can access additional services to help you keep your business running smoothly. 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. For our joint protection telephone calls may be recorded and/or monitored

### Claims Service

A 24 hour, 365 days a year claims line providing you with emergency assistance whenever it is required. When we know about your problem, we will start to put the solutions in place

0800 015 1498

### Legal and Tax Helpline

0345 300 1899

Call this helpline any time, day or night, for advice on legal or tax matters in the United Kingdom. Given in confidence, the advice is free and you pay for just the cost of the call.

### Commercial Legal Protection

0345 300 1899

Please call the helpline for legal advice as soon as you are aware of an incident. Please have your policy number to hand.  
If you think you may need to claim, please call the helpline to request a claim form. We can only proceed with your claim when we have details of the incident in writing. A claim form is available to download at [www.aviva.co.uk/legalprotection](http://www.aviva.co.uk/legalprotection).

### Risk Solutions Helpline

0345 366 6666

Call or visit our website for information and advice on safety, fire, security and other issues that can affect your business. Most telephone enquiries can be dealt with at the time of the call, but if we can't give you an immediate answer, we will deal with your enquiry within one working day. This service is available during office hours with an answering service outside these times

**Website:** [www.aviva.co.uk/yourbusiness/risk-management](http://www.aviva.co.uk/yourbusiness/risk-management)

### Counselling Service Helpline

0117 934 0105

This is a confidential service available to your staff to help deal with personal issues such as bereavement, divorce, the threat of violence in the workplace and bullying at work.

### Website

[www.cutredtape.co.uk](http://www.cutredtape.co.uk)

This is Aviva's free website offering many tools and resources to help you manage your business effectively. You'll get access to

- free business advice in accounting, HR, sales and marketing, finance, technology, law and risk management
- over 700 legal and business guides
- easy to use templates to build legal documents including employee contracts, health and safety policies, dismissal letters
- email alerts on changes in law, legislation and regulation.

To register, please visit [www.cutredtape.co.uk](http://www.cutredtape.co.uk) and follow the prompts.

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## Complaints Procedure

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### Our promise of service

Our goal is to give excellent service to all our customers but we recognise that things do go wrong occasionally. We take all complaints we receive seriously and aim to resolve all our customers' problems promptly. To ensure that we provide the kind of service you expect we welcome your feedback. We will record and analyse your comments to make sure we continually improve the service we offer.

### What will happen if you complain?

We will acknowledge your complaint promptly.  
We aim to resolve complaints as quickly as possible.  
Most of our customers' concerns can be resolved quickly but occasionally more detailed enquiries are needed. If this is likely, we will contact you with an update within 10 working days of receipt and give you an expected date of response.

### What to do should you be dissatisfied

If you are unhappy with any aspect of the handling of your insurance we would encourage you, in the first instance, to seek resolution by contacting your insurance adviser or usual Aviva point of contact.

If you are unhappy with the outcome of your complaint you may refer the matter to the Financial Ombudsman Service at:

The Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR

Telephone:

0800 023 4567 (Calls from UK landlines and mobiles are free) or  
0300 123 9123

Or simply log on to their website at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

Whilst we are bound by the decision of the Financial Ombudsman Service, you are not. Following the complaints procedure does not affect your right to take legal action.

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## Important Information

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### Choice of Law

The appropriate law as set out below will apply unless you and the insurer agree otherwise.

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

### Financial Services Compensation Scheme

We are members of the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from this scheme if we cannot meet our obligations, depending on the type of insurance and the circumstances of your claim.

Further information about the scheme is available from the FSCS website [www.fscs.org.uk](http://www.fscs.org.uk), or write to:

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

### Use of Language

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

### Customers with Disabilities

This policy and associated documents are available in large print, audio and Braille. If you require any of these formats, please contact your insurance adviser

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## The Contract of Insurance

The policy, the information You have provided and/or the application form, the declaration made by You and The Schedule should be read together and form the contract of insurance between You, The Policyholder and Us, Aviva.

In return for You having paid or agreed to pay the premium for the Period of Insurance, We will indemnify You by payment or, at Our option, by reinstatement or repair, in respect of loss, liability, destruction, damage, accident or injury, to the extent of and subject to the terms contained in or endorsed on the policy.

### Important

**This policy is a legal contract. You must tell Us about any material circumstances which affect Your insurance and which have occurred either since the policy started or since the last renewal date.**

**A circumstance is material if it would influence Our judgement in determining whether to provide the cover and, if so, on what terms. If You are not sure whether a circumstance is material ask Your insurance adviser. If You fail to tell Us it could affect the extent of cover provided under the policy.**

**You should keep a written record (including copies of letters) of any information You give Us or Your insurance adviser when You renew this policy.**

### Breach of Term

We agree that where there has been a breach of any term (express or implied) which would otherwise result in Us automatically being discharged from any liability, then such a breach shall result in any liability We might have under this policy being suspended. Such a suspension will apply only from the date and time at which the breach occurred and up until the date and time at which the breach is remedied. This means that We will have no liability in respect of any loss occurring, or attributable to something happening, during the period of suspension.

### Terms not relevant to the actual loss

Where there has been non-compliance with any term (express or implied) of this policy, other than a term that defines the risk as a whole, and compliance with such term would tend to reduce the risk of:

- (a) loss of a particular kind, and/or
- (b) loss at a particular location, and/or
- (c) loss at a particular time,

then We agree that We may not rely on the non-compliance to exclude, limit or discharge Our liability under this policy if You show that non-compliance with the term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

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## 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, for example Employee, except when used in the sections of the policy headed 'Introduction', 'Contents', 'Contact Details for Claims and Help', 'Complaints Procedure' and 'Important Information' and in headings and titles.*

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

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### Computer and Electronic Equipment

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

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### Data

All information which is

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

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

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### Data Storage Materials

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

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### Defined Contingencies

- (1) fire
  - (2) lightning
  - (3) explosion
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- (4) aircraft and other aerial devices or articles dropped from them
  - (5) earthquake
  - (6) riot, civil commotion, strikers, locked out workers or persons taking part in labour disturbances
  - (7) storm or flood
  - (8) escape of water from any tank apparatus or pipe
  - (9) falling trees
  - (10) impact
  - (11) escape of fuel from any fixed oil heating installation
  - (12) malicious persons other than thieves
  - (13) malicious persons other than thieves but only where involving entry into or exit from The Premises by forcible and violent means
  - (14) theft or attempted theft
  - (15) theft or attempted theft but only where involving entry into or exit from The Premises by forcible and violent means
  - (16) theft involving violence or threat of violence to You, Your partners, directors or Employees
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**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 or network weaknesses, and the generation of excess or non genuine traffic within, between or amongst networks

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**Employee**

Any person who is

- (1) under a contract of service or apprenticeship with You
  - (2) borrowed by or hired to You
  - (3) a labour master or supplied by a labour master
  - (4) employed by labour only sub-contractors
  - (5) self-employed
  - (6) under a work experience or training scheme
  - (7) a voluntary helper
- while working under Your control in connection with The Business
- (8) an outworker or homeworker when engaged in work on Your behalf
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**Excess/Excesses**

The amount(s) specified in Your policy or The Schedule which We will deduct from each and every claim at each separate premises.

The amount(s) to be deducted after the application of any Average condition.

You will repay any such amount paid by Us

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**Failure**

Any partial or complete reduction in the

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

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

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**Money**

Current

- (1) coin, bank and currency notes
  - (2) postal and money orders, bankers' drafts, cheques and giro cheques
  - (3) crossed warrants, bills of exchange and securities for money
  - (4) postage, revenue, national insurance and holiday with pay stamps
  - (5) national insurance and holiday with pay cards, national savings certificates, war bonds, premium savings bonds and franking machine impressions
  - (6) credit company sales vouchers, luncheon vouchers and trading stamps
  - (7) VAT invoices.
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<b>Period of Insurance</b>	From the effective date until the expiry date (both shown in The Schedule) or any subsequent period for which We accept payment for renewal of this policy.
<b>The Business</b>	Activities directly connected with the business specified in The Schedule
<b>The Premises</b>	The premises specified in The Schedule.
<b>The Schedule</b>	The document which specifies details of The Policyholder, The Premises, Property Insured, Sums Insured, Limits of Indemnity and any Excess(es), Endorsements and Conditions applying to this policy.
<b>Unattended Vehicle</b>	Any vehicle where neither You or any person(s) authorised by You are able to keep the vehicle under observation and able to observe and reasonably prevent any attempt to interfere with it.
<b>Unoccupied</b>	Any building or portion of a building that is <ol style="list-style-type: none"> <li>(1) not physically occupied by You or Your Employees during Your normal working hours, and/or</li> <li>(2) not used for the purposes of The Business, and/or</li> <li>(3) empty, vacant, disused, untenanted or unfurnished, and/or</li> <li>(4) awaiting refurbishment, redevelopment, renovation or demolition, for a period in excess of 45 consecutive days</li> </ol>
<b>Virus or Similar Mechanism</b>	Program code, programming instruction or any set of instructions with the ability to damage, interfere with, or otherwise adversely affect Computer and Electronic Equipment or Data, whether involving self-replication or not, including, but not limited to trojan horses, worms and logic bombs.
<b>We/Us/Our/Aviva</b>	Aviva Insurance Limited.
<b>You/Your/The/Policyholder</b>	The person, persons, company, companies, partnership, partnerships or unincorporated association, named in The Schedule as The Policyholder.

## Asset Protection Property Damage

<b>Definitions</b>	<i>The following definitions apply to this Section in addition to the Policy Definitions at the front of this policy and keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.</i>
<b>Buildings</b>	Buildings, including landlords' fixtures and fittings, outbuildings, extensions and annexes adjoining or communicating with the buildings to which this item relates and boundary walls, gates and fences at The Premises except where such property is more specifically insured.
<b>Damage</b>	Physical loss, destruction or damage.
<b>Fixtures and Fittings, Machinery and Plant, All other Contents</b>	Machinery, plant and All Other Contents belonging to You or held in trust for which You are responsible, at The Premises excluding <ol style="list-style-type: none"> <li>(1) landlords' fixtures and fittings</li> <li>(2) Stock and Materials in Trade</li> <li>(3) property more specifically insured.</li> </ol>
<b>Office Computers and Software</b>	All parts of the electronic data processing installation at The Premises including all ancillary equipment and wiring but excluding computer equipment controlling and manufacturing process.
<b>Property Insured</b>	Property insured as detailed in The Schedule.
<b>Stock and Materials in Trade</b>	Stock and Materials in Trade belonging to You or held by You in trust or on commission for which You are responsible, at The Premises.
<b>Target Stock</b>	Stock comprising any of the following <ol style="list-style-type: none"> <li>(1) wines and spirits</li> <li>(2) tobacco products</li> <li>(3) clothing</li> <li>(4) mobile phones and equipment</li> <li>(5) photographic equipment and binoculars</li> <li>(6) computer equipment, software and games</li> <li>(7) audio, video, gaming equipment and media</li> <li>(8) non-ferrous metals.</li> </ol>

<b>Tenants Improvements</b>	Tenants alterations, improvements and decorations belonging to You or for which You are responsible, at The Premises.
<b>Cover</b>	We will indemnify You in respect of Damage to the Property Insured occurring during the Period of Insurance at The Premises.
<b>Basis of Claim Settlement – Indemnity</b>	<p>The basis upon which We will calculate the amount We will pay in respect of any claim will be</p> <ol style="list-style-type: none"> <li>(1) the cost of replacement or repair of the property lost, destroyed or damaged, to a condition as good as, but not better or more extensive than, its condition immediately prior to the Damage, or at Our option</li> <li>(2) the reduction in value of the Property Insured,</li> </ol> <p>unless the Basis of Claim Settlement – Reinstatement clause or any other alternate basis of settlement is stated to apply.</p> <p>The Sum Insured under each item other than items applying solely to professional fees, rent, and removal of debris, is separately subject to Average. See Condition (1).</p> <p>The maximum We will pay under this Section in any one Period of Insurance will not exceed</p> <ol style="list-style-type: none"> <li>(1) the Sum Insured on each item, or</li> <li>(2) the Total Sum Insured, or</li> <li>(3) any other maximum amount payable or limit of liability specified in this Section or The Schedule.</li> </ol>
<b>Conditions</b>	<i>The following conditions apply to this Section in addition to the Policy Conditions at the back of this policy.</i>
<b>Average</b>	<p>Where a Sum Insured is stated to be subject to average, this means that if at the time of Damage, the Sum Insured is less than the total value of the Property Insured, You will</p> <ol style="list-style-type: none"> <li>(a) be responsible for the difference</li> <li>(b) bear a proportionate share of the loss.</li> </ol>
<b>Fire Extinguishing Appliances</b>	You must maintain all fire extinguishing appliances on The Premises in full working order in accordance with the manufacturer's instructions.
<b>Our Rights</b>	<p>If Damage occurs which may lead to a claim We may</p> <ol style="list-style-type: none"> <li>(a) enter or take possession of the building or The Premises</li> <li>(b) take possession of, or require to be delivered to Us, the Property Insured which We will deal with in a reasonable manner</li> </ol> <p>without incurring liability or reducing Our rights.</p> <p>We will not pay for any Damage if You or anyone acting on Your behalf</p> <ol style="list-style-type: none"> <li>(i) do not comply with Our requirements</li> <li>(ii) hinder or obstruct Us.</li> </ol> <p>You are not entitled to abandon property to Us.</p>
<b>Change of Occupancy</b>	<p>You must tell Us immediately if</p> <ol style="list-style-type: none"> <li>(a) any building at The Premises becomes Unoccupied.</li> <li>(b) any Unoccupied building at The Premises becomes occupied.</li> </ol>
<b>Construction Heating and Occupation of the Buildings</b>	<p>Unless otherwise stated in The Schedule the buildings are</p> <ol style="list-style-type: none"> <li>(a) constructed of <ol style="list-style-type: none"> <li>(i) brick, stone, concrete</li> <li>(ii) profiled metal on a steel frame</li> <li>(iii) roofed with slate, concrete, tile, metal or asbestos</li> </ol> <p>with no more than 10% other materials.</p> </li> <li>(b) heated by <ol style="list-style-type: none"> <li>(i) low pressure hot water or steam</li> <li>(ii) oil fired space heaters fed from a fuel tank in the open</li> <li>(iii) overhead gas or electrical appliances</li> <li>(iv) gas or electric fires in offices only</li> </ol> <p>or as expressly varied in accordance with details provided to Us</p> </li> <li>(c) occupied for the sole purpose of The Business and otherwise only as a private dwelling.</li> </ol>
<b>Interested Parties - Specified</b>	In the event of Damage as insured by this Section interested parties, as stated in The Schedule, must declare the nature and extent of their interest.
<b>Exceptions</b>	<i>The following exceptions apply to this Section in addition to the Policy Exceptions at the back of this policy.</i>

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We will not indemnify You in respect of

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

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

- (2) Damage to the Property Insured caused by or consisting of
  - (a) (i) corrosion, rust or rot  
(ii) shrinkage, evaporation or loss of weight  
(iii) dampness or dryness  
(iv) scratching  
(v) vermin or insects  
(vi) mould or fungus
  - (b) change in
    - (i) temperature
    - (ii) colour
    - (iii) flavour
    - (iv) texture
    - (v) finish
  - (c) (i) nipple or joint leakage  
(ii) failure of welds
  - (d) cracking, fracturing, collapse or overheating of a boiler, vessel, machine or apparatus in which internal pressure is due to steam only and any associated piping
  - (e) the Property Insured's own mechanical or electrical breakdown or derangement.  
However, We will indemnify You in respect of
    - (i) Damage not otherwise excluded which results from Defined Contingencies (1) to (12) or any other accidental cause
    - (ii) Any subsequent Damage which results from a cause not otherwise excluded.

- (3) Damage to the Property Insured caused by pollution or contamination.  
However, We will indemnify You in respect of Damage to the Property Insured not otherwise excluded caused by
  - (a) pollution or contamination which results from Defined Contingencies (1) to (12)
  - (b) Defined Contingencies (1) to (12) which results from pollution or contamination.

- (4) Damage to the Property Insured caused by or consisting of
  - (a) subsidence, ground heave or landslip unless
    - (i) resulting from fire, explosion, earthquake or escape of water from any tank, apparatus or pipe or
    - (ii) specifically mentioned as insured in The Schedule.
  - (b) normal settlement of new structures.
  - (c) acts of fraud or dishonesty.
  - (d) (i) disappearance  
(ii) unexplained or inventory shortage  
(iii) misfiling, misplacing of information or clerical error

- (5) Damage to any building or structure caused by its own cracking or collapse.  
However, We will indemnify You in respect of such Damage if it results from Defined Contingencies (1) to (12) and is not otherwise excluded.

- (6) Damage to
  - (a) gates
  - (b) fences

**Exceptions (continued)**

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- (c) movable property in the open by
    - (i) wind
    - (ii) rain, hail, sleet or snow
    - (iii) flood
    - (iv) dust.

However, We will indemnify You for Damage to such property caused by falling trees and not otherwise excluded.

(7) Damage

- (a) to the Property Insured by fire resulting from its undergoing any process involving the application of heat.
- (b) to that portion of the Property Insured caused by its own self ignition, leakage of electricity, short circuiting, or over running.
- (c) resulting from the Property Insured undergoing any process of
  - (i) production or packaging
  - (ii) treatment, testing or commissioning
  - (iii) servicing or repair.

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

(8) Damage to the Property Insured caused by

- (a) escape of water from any tank, apparatus or pipe
- (b) malicious persons (other than by fire or explosion)
- (c) theft or attempted theft

when The Premises are Unoccupied.

(9) Damage to glass, china, earthenware, marble or other fragile objects, which do not form part of the structure of the Buildings or their fixtures and fittings, unless specifically mentioned as insured in The Schedule.

However, We will indemnify You in respect of such Damage if it results from Defined Contingencies (1) to (12) and is not otherwise excluded.

(10) Damage to

- (a) vehicles licensed for road use including accessories on or attached to them
- (b) caravans or trailers
- (c) railway locomotives or rolling stock
- (d) watercraft or aircraft
- (e) property in the course of construction including materials for use in the construction
- (f) land, roads or pavements, piers, jetties, bridges, culverts or excavations
- (g) livestock
- (h) growing crops or trees
- (i) explosives
- (j) furs and curios
- (k) gold and silver articles
- (l) jewellery and precious stones
- (m) living creatures
- (n) Money and bullion
- (o) securities and bonds
- (p) Target Stock.

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

(11) Damage

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

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

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

(13) any consequential loss or damage.

However, We will indemnify You in respect of rent when this item(s) is specifically mentioned as insured in The Schedule.

(14) any Damage to the Property Insured resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event contributing

concurrently or in any other sequence to the loss

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

Terrorism means

- (i) in respect of Damage occurring in England, Wales and Scotland only (but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987 nor the Isle of Man or the Channel Islands)

acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence Her Majesty's government in the United Kingdom or any other government de jure or de facto

- (ii) in respect of Damage occurring in any territory not specified in (i) above any act or acts including but not limited

to the use or threat of force and/or violence and/or

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

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

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

- (15) (a) Loss of Data
- (b) any Damage to Computer and Electronic Equipment or Failure resulting directly or indirectly from, or in connection with
  - (i) Virus or Similar Mechanism,
  - (ii) Denial of Service Attack,
  - (iii) unauthorised access to or use of Computer and Electronic Equipment.

However, We will indemnify You in respect of subsequent Damage to the Property Insured caused by or resulting from Defined Contingencies (1) to (11) and (13) which is not otherwise excluded.

- (16) the Excess stated in The Schedule

## Asset Protection Property Damage Additional Contingencies

### Additional Contingencies

*The following Additional Contingencies apply to the Property Damage Section where stated in The Schedule.*

#### Subsidence

We will indemnify You in respect of Damage at The Premises caused by subsidence or ground heave of the site of the Property Insured, or landslip.

We will only indemnify You in respect of Damage to

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

if

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

We will not indemnify You in respect of

- (1) Damage caused by
  - (a) collapse of any building
  - (b) the normal settlement, shrinking and cracking of any building
  - (c) coastal or river erosion
  - (d) defective design or inadequate construction of foundations
  - (e) any demolition, construction, erection, ground or excavation works, carried out at the site of The Premises or the site of any adjoining premises, unless We have agreed otherwise in writing
  - (f) settlement or movement of made up ground.
- (2) Damage as a result of movement of solid floor slabs.  
However, We will indemnify You in respect of Damage not otherwise excluded if there is Damage to the foundations beneath the exterior walls of The Premises at the same time.
- (3) the Excess stated in The Schedule

# Asset Protection Property Damage – Clauses

## Property Damage Clauses

*The following clauses apply to the Property Damage Section*

### All Other Contents

This term includes

- (1) documents, manuscripts and business books
- (2) Data Storage Materials
- (3) plans and designs

which require to be replaced and are capable of being replaced, belonging to You or held by You in trust for which You are responsible while

- (1) at The Premises
- (2) temporarily removed to any premises not occupied by You
- (3) in transit by road, rail or inland waterway

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

but only for

- (a) the value of the physical materials
- (b) the costs of labour incurred in replacing them and the Data thereon
- (c) the costs necessarily and reasonably incurred in collating such data from existing source material.

The maximum We will pay in respect of

- (i) documents, manuscripts, business books, plans and designs is £250,000
- (ii) Data Storage Materials is £25,000

for any one claim and in any one Period of Insurance.

We will not pay for the value to You of any information lost.

- (4) pedal cycles, tools and other personal items belonging to You or any of Your directors, Employees, customers or visitors but only if they are not otherwise insured.

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

- (5) (rare books, antiques, paintings, or other works of art.

The maximum We will pay is £2,500 in respect of any one item and £10,000 in total for any one claim.

- (6) wines, spirits, cigarettes and tobacco held at The Premises for Your own private and business entertainment purposes.

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

### Automatic Reinstatement

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

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

### Basis of Claim Settlement Reinstatement

In the event of Damage to the Property Insured, excluding any items on:

- (i) Stock and Materials in Trade,
- (ii) professional fees,
- (iii) debris removal,
- (iv) rent,
- (v) pedal cycles and personal effects,
- (vi) motor vehicles,
- (vii) Computer and Electronic Office Equipment,

the basis upon which We will calculate the amount We will pay in respect of any claim will be the reinstatement of the property lost, destroyed or damaged, subject to the following conditions

- (1) Where the Property Insured is
  - (a) lost or destroyed, We will pay for its rebuilding or replacement by similar property in a condition as good as, but not better or more extensive than, its condition when new.
  - (b) damaged, We will pay for the replacement or repair of the damaged portion to a condition as good as, but not better or more extensive than, its condition when new.

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

- (2) Where Computer and Electronic Office Equipment is insured by this Section and such property is

- (a) lost or destroyed beyond economic repair, We will pay for its replacement by new Computer and Electronic Office Equipment of equal performance and/or capacity but if this is not possible, by Computer and Electronic Office Equipment with the nearest higher performance and/or capacity.
- (b) damaged, if an economic repair is possible, We will pay for the repair Computer and Electronic Office Equipment, to its condition when new.

However, We will not pay more than We would have done if Computer and Electronic Office Equipment had been completely destroyed.

- (3) (1) and (2) above includes the costs necessary to comply with any

- (a) European Union Legislation
- (b) Act of Parliament
- (c) Bye laws of any public authority.

We will not indemnify You

- (a) in respect of the costs incurred
  - (i) for Damage not insured by this Section
  - (ii) where notice was served on You before the Damage occurred
  - (iii) where an existing requirement must be completed within a stipulated period
  - (iv) for property or parts of the property, other than foundations (unless foundations are specifically excluded), which have not suffered Damage
- (b) in respect of any change or assessment arising from capital appreciation following compliance with any legislation or Bye law.

- (4) The work of reinstatement

- (a) may be carried out on another site and in a manner suitable to Your needs.

However,

- (i) Our liability must not be increased
- (ii) this will not apply when The Premises are Unoccupied unless We have agreed otherwise in writing.

- (b) (must begin and be carried out as quickly as possible.

- (5) The following condition of Average will apply.

If the Sum Insured at the time the Damage occurred is less than 85% of the amount necessary to replace the whole of the Property Insured and/or Computer and Electronic Office Equipment, at the time of rebuilding or replacement, You will be liable to bear a proportionate share of the loss.

- (6) We will not indemnify You if You

- (a) do not incur the cost of replacing or repairing the Property Insured and/or Computer and Electronic Office Equipment.
- (b) or someone acting on Your behalf, have insured the property under another policy which does not have a similar basis of reinstatement.
- (c) do not comply with any of the terms of this clause.

However, the Basis of Claim Settlement – Indemnity will apply.

For the purposes of this clause Computer and Electronic Office Equipment means

- (a) all computers, computer installations and systems, microchips, integrated circuits, microprocessors, embedded systems, hardware, data processing equipment, information repository, equipment capable of processing data and or similar devices, whether physically or remotely connected thereto,
- (b) personal computers, laptops, small micro computers and similar equipment used for processing electronic data and which are designed to be carried by hand,
- (c) all electronic office equipment including telecommunications equipment, facsimile, printing and photocopying machines.

Computer and Electronic Office Equipment does not include

- (i) Portable equipment away from The Premises
- (ii) Computer and Electronic Office Equipment held as stock or customers' Computer and Electronic Office Equipment held in trust

Computer and Electronic Office Equipment controlling or monitoring any manufacturing process.

## Basis of Claim Settlement – Rent

If rent is insured under this Section, We will indemnify You in respect of loss of rent resulting from the Building or any part of the Building

- (1) generating the rent received or
- (2) for which rent is payable

being made unfit for the purpose of The Business as a result of Damage insured by this Section.

The maximum amount that We will pay You in respect of loss of rent will be the proportion of the Rent Sum Insured that would have been payable during the period from the date of the Damage

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until the Building is repaired or reinstated.

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### Capital Additions

We will indemnify You in respect of Damage to

- (1) new Buildings and/or Machinery and Plant built or acquired during the Period of Insurance
- (2) alterations, additions and improvements to Buildings and/or Machinery and Plant made during the Period of Insurance, but not in respect of any appreciation in value

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

The maximum We will pay in respect of any one premises is

- (1) 10% of the total Buildings and Machinery and Plant Sum Insured under this Section or
- (2) £500,000

whichever is the lower.

You must

- (a) provide Us with details of such additional Buildings and/or Machinery and Plant as soon as possible but, in any event,
  - (i) within six months of the date You became responsible for the insurance of such Buildings and Machinery and Plant and
  - (ii) before the expiry of the Period of Insurance
- (b) specifically insure such property with Us from the date Our liability commenced
- (c) pay the agreed additional premium.

In respect of any Unoccupied premises insured under the provisions of this clause, We will only indemnify You in respect of Defined Contingencies (1) to (6) and (10).

We will not indemnify You unless

- (1) a certificate of completion has been issued or
  - (2) works to such property has been completed and handed over to You prior to the date of the Damage.
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### Change in Temperature

The insurance on each Building, Machinery and Plant and Stock and Materials in Trade item stated in The Schedule, extends to include Damage caused by change in temperature, resulting from total or partial destruction or disablement of refrigerating, electrical or conditioning plant or apparatus.

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### Changing Locks

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

- (1) The Premises
- (2) Your home
- (3) Your directors' homes
- (4) Your authorised Employees' homes

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

If the keys belong to a safe they must be

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

The maximum We will pay in respect of any one loss is £5,000.

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### Contract Sale Price

If Stock and Materials in Trade which have been sold but not yet delivered, suffer Damage insured by this Section, and as a result the contract of sale is cancelled under the conditions of sale, Our liability will be calculated on the basis of the contract price for the Stock and Materials in Trade which have suffered Damage.

Any calculation for the purpose of Average will be on the basis of the contract price for all Stock and Materials in Trade which have been sold but not yet delivered, whether suffering Damage or not.

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### Customers' Goods

Any Stock and Materials in Trade Item(s) stated in The Schedule extends to include

- (1) Your customers' goods
- (2) goods for which Your customers are legally responsible

while these goods are temporarily in Your custody or control and for which You have accepted responsibility but only to the extent that they are not more specifically insured.

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### Debris Removal

Unless a separate item for costs of removal of debris is insured under this Section, the Sum Insured for each item on Buildings, Machinery and Plant and Stock and Materials in Trade in The Schedule, includes costs and expenses You incur with Our consent for

- (1) the removal of debris
  - (2) dismantling
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- 
- (3) demolishing
  - (4) shoring up or propping of those parts of the Property Insured which have suffered Damage.

We will not indemnify You in respect of such costs and expenses

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

The maximum We will pay for costs and expenses in respect of Stock and Materials in Trade is £25,000.

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### **Damage to Playing Surfaces**

We will indemnify You in respect of Damage to playing surfaces, including any installed irrigation or heating systems.

In the event of Damage to any trees or plants forming part of the playing surface of a golf course, We will pay for the cost of replacement by saplings of the same or similar species.

The maximum We will pay in respect of any one claim is £25,000.

We will not indemnify You under this clause in respect of

- (1) Damage caused by or consisting of
    - (a) the application of fertilisers or chemicals
    - (b) the failure to apply fertilisers or chemicals
    - (c) storm, flood and other effects of weather
    - (d) wear, tear and the course of play
    - (e) maintenance work at The Premises
    - (f) animals or insects.
  - (2) Damage caused to irrigation systems during the period 1 October to 30 April each year unless the system is drained.
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### **Description of Property**

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

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### **Drains**

The Sum Insured under each Buildings and/or Machinery and Plant item includes costs and expenses You incur with Our consent for cleaning and/or clearing of

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

for which You are responsible following Damage to the Property Insured.

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### **Exhibitions**

We will indemnify You in respect of Damage insured by this Section to Stock and Materials in Trade and/or Machinery and Plant while

- (1) at any exhibition which does not exceed seven days
- (2) in the course of demonstration, construction, erection or dismantling at any such exhibition
- (3) in transit thereto and therefrom in the European Economic Area.

The maximum We will pay in respect of any one claim is £25,000. We will not indemnify You under this clause in respect of Damage.

- (1) caused by or happening through
    - (a) defective or inadequate packing, insulation or labelling
    - (b) evaporation or ordinary leakage
    - (c) delay
    - (d) inadequate documentation
    - (e) shortage in weight.
  - (2) occurring outside of the European Economic Area.
- 

### **Falling Trees**

We will indemnify You in respect of

- (i) the cost of removing fallen trees belonging to You or for which You are responsible but only where there has been Damage to property
- (ii) the cost of felling, lopping or pruning trees belonging to You or for which You are responsible at The Premises to prevent the immediate threat of Damage to property or for safeguarding life.

The maximum We will pay in respect of (i) and/or (ii) above is £2,500.

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### **Fire and Rescue Services Damage**

We will indemnify You in respect of costs and expenses incurred in reinstating or repairing landscape gardens and grounds following damage caused by the Fire and Rescue Services or other emergency services equipment or personnel in the course of combating fire.

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The maximum We will pay in respect of any one claim is £25,000.

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**Fire and Security  
Equipment**

We will indemnify You in respect of costs and expenses incurred in

- (1) refilling, recharging or replacing any
  - (a) portable fire extinguishing appliances
  - (b) local fire suppression system
  - (c) fixed fire suppression system
  - (d) sprinkler installation
  - (e) sprinkler heads.
- (2) re-setting fire and/or intruder alarms and/or closed circuit television equipment following Damage insured by this Section.

The maximum We will pay in respect of any one claim is £25,000.

If in relation to any claim under this clause You have failed to fulfil the following condition, You will lose Your right to indemnity or payment for that claim.

You must maintain all such equipment in accordance with the manufacturer's instructions.

We will not indemnify You in respect of any costs and expenses recoverable from Your maintenance company or Fire and Rescue Service.

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**Glass**

Where Buildings are insured under this Section We will indemnify You in respect of

- (1) breakage (including the cost of boarding up) of glass at The Premises including
  - (a) the cost of removing and reinstating obstructions to replacing glass.
  - (b) the cost of replacing alarm foil, lettering, painting, embossing, silvering or other ornamental work on glass.
- (2) breakage of fixed
  - (a) wash hand basins, pedestals, baths, sinks
  - (b) lavatory bowls, bidets, cisterns
  - (c) shower trays, splashbacksat The Premises.

We will not indemnify You in respect of breakage of glass

- (a) when The Premises are Unoccupied
- (b) in transit or while being fitted
- (c) by workmen carrying out alterations or repairs to The Premises.

The maximum We will pay in respect of any one claim will be the Buildings Sum Insured stated in The Schedule.

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**Hire Agreement**

If the Property Insured by this Section is the subject of hire agreements, We will include the interest of the owners in any indemnity provided by this Section.

You must provide the name of any other interested party in the event of a claim.

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**Incompatibility of Software  
or Programs**

If Damage to Computer and Electronic Office Equipment results in existing software or programs being incompatible with the replacement Computer and Electronic Office Equipment (as defined in the Basis of Settlement – Reinstatement clause above) We will, at Our option, indemnify You in respect of either

- (1) the necessary modifications to the replacement Computer and Electronic Office Equipment,
- (2) the conversion of the existing software or programs into a format which is compatible with the replacement Computer and Electronic Office Equipment, and the cost of replacing incompatible Data Carrying Materials where necessary.

The maximum We will pay for any or all claims arising out of one cause is £25,000 or the Sum Insured specified in The Schedule.

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**Lamps, Signs and  
Nameplates**

We will indemnify You in respect of Damage to

- (1) lamps
- (2) signs
- (3) nameplates

at The Premises.

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

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**Machinery Re-erection  
Costs**

The Sum Insured for each Machinery and Plant item extends to include the cost of re-erecting machinery following Damage insured by this Section.

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**Metered Services**

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

The maximum We will pay in respect of any one claim is £25,000.

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We will not indemnify You in respect of any charges incurred while The Premises are Unoccupied

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**Munitions of War**

Policy Exceptions 1 (a) and (c) will not apply in respect of Damage to the Property Insured caused by or resulting from the detonation of munitions of war or parts thereof, at or within one mile of the boundary of The Premises, provided that the presence of such munitions does not result from a state of war current at the time of the Damage.

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**Non-invalidatio**

The insurance by this Section will not be invalidated by any act, omission or alteration, either unknown to You or beyond Your control, which increases the risk of Damage.

However, You must

- (1) notify Us immediately You become aware of any such act, omission or alteration and
  - (2) pay any additional premium We require.
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**Professional Fees**

Unless a separate item for professional fees, and reasonably incurred with Our consent, is insured under this Section, the Sum Insured for each item on Buildings and Machinery and Plant includes an amount for professional fees necessarily incurred in reinstating or repairing the Property Insured, following Damage insured by this Section.

We will not indemnify You in respect of fees

- (1) more specifically insured
  - (2) incurred in preparing a claim
- 

**Seasonal Increase**

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

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**Services**

Where Buildings are insured under this Section or You are liable as a tenant, We will indemnify You in respect of Damage to service pipes and cables, including their associated meters and instruments, which connect The Premises to the public mains.

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**Subrogation**

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

- (1) whose relationship to You is either a parent or subsidiary
  - (2) which is a subsidiary of a parent company of which You are a subsidiary as defined within the relevant legislation current at the time of Damage.
- 

**Temporary Removal**

We will indemnify You in respect of Damage to the Property Insured while temporarily away from The Premises anywhere in the world including whilst in transit

The maximum We will pay in respect of any one claim is

- (1) £2,500 for any one item  
and in total  
10% of the Fixtures and Fittings, Machinery and Plant and All Other Contents Sum Insured specified in The Schedule.

We will not indemnify You in respect of

- (1) Damage to
  - (a) documents, manuscripts, business books, Data Storage Materials, plans and designs
  - (b) Stock and Materials in Trade
  - (c) Target Stock.
- (2) Property away from The Premise for more than
  - (a) 90 consecutive days whilst in England, Wales, Scotland, Northern Ireland, the Republic of Ireland, the Channel Islands and the Isle of Man
  - (b) 60 consecutive days whilst in Europe
  - (c) 30 consecutive days whilst anywhere else in the world
- (3) property more specifically insured
- (4) Damage occurring elsewhere than at The Premises to motor vehicles or motor chassis licensed for normal road use

If in relation to any claim for Damage by theft or attempted theft You have failed to fulfil any of the following conditions You will lose Your right to indemnity or payment for that claim.

You must ensure that

- (1) when property is left unattended inside any road vehicle
    - (a) the vehicle is securely locked and all security devices set in operation
    - (b) it is kept in a locked building of substantial construction or guarded security park between the hours of 9.00pm and 6.00am unless the vehicle is aboard a ship or ferry or on location
    - (c) the property is concealed from view
-



- (d) the property is stored in the boot or under the parcel shelf if the vehicle is a private car.
- (2) when property is in transit by air it is carried as hand luggage unless instructed otherwise by airline staff.
- (3) when property is in transit by ship or ferry it is kept in a securely locked cabin or road vehicle aboard such vessel.

#### Theft Damage to Buildings

Where Buildings are insured under this Section, We will indemnify You in respect of Damage to such Buildings including landlords' fixtures and fittings at The Premises caused by theft or attempted theft not involving entry into or exit from The Premises by forcible and violent means.

We will not indemnify You in respect of Damage

- (a) caused to any property other than buildings and landlords' fixtures and fittings
- (b) caused by any person lawfully on The Premises
- (c) while The Premises are Unoccupied
- (d) more specifically insured by You or on Your behalf.

The maximum amount We will pay is £25,000 for any one claim and in any one Period of Insurance.

#### Theft of Computers and Audio Visual Equipment

This section extends to include the theft or attempted theft of computer hardware and software, audio and visual equipment at The Premises. The maximum We will pay for any one claim in respect of such items will be the Sum Insured under Fixtures and Fittings, Machinery and Plant and All Other Contents or £100,000 whichever is the lower.

#### Trace and Access

We will indemnify You in respect of reasonable costs and expenses incurred with Our consent

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

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

The maximum We will pay in respect of any or all claims in any one Period of Insurance is £25,000.

#### Trade Samples

We will indemnify You in respect of Damage to trade samples whilst anywhere in the European Economic Area including while in transit thereto and therefrom.

The maximum We will pay is

- (1) £500 in respect of any one item and
- (2) 10,000 for any one claim.

#### Transfer of Interest

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

- (1) the contract has not yet been complete and
- (2) the building has not yet been insured by or on behalf of the purchaser

We will indemnify the purchaser to the extent that this Section insures the Building if the purchase is subsequently completed.

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

#### Workmen

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

## Asset Protection Property Damage – Additional Conditions

#### Additional Conditions

*The following Additional Conditions apply to the Property Damage Section and in addition to the Conditions contained in this Section and Policy Conditions at the back of this policy.*

#### Premises Inspection

If in relation to any claim for Damage to the Property Insured by Fire You have failed to fulfil any of the following conditions, You will lose Your right to indemnity or payment for that claim.

You must

- (1) examine
  - (a) any building for which You are responsible
  - (b) any designated smoking area within The Premises

for any smoking/smouldering materials at least once every 24 hours or at each close of any working day if sooner

- (2) extinguish any smoking/smouldering materials found and place them in non-combustible receptacles
- (3) remove the contents of such receptacles at the end of the working day or at least once every 24 hours and dispose of safely

- 
- (4) comply with all current legislation and/or regulation in respect of the management and control of smoking within The Premises.
- 

### Sauna Condition

If in relation to any claim for Damage caused by or resulting from Fire, You have failed to fulfil any of the following conditions, You will lose Your right to indemnity or payment for that claim.

All saunas, steam rooms and Turkish baths at The Premises must be

- (1) physically switched off at the power source to all sources of heat by the duty manager or a nominated senior staff member at the close of each and every period during which The Premises have been open to the public.
- (2) inspected internally and externally by the duty manager or a nominated senior staff member and any loose or unfixed combustible materials removed from the sauna cabins, steam rooms and turkish baths
  - (a) before being switched on
  - (b) at the close of each and every period during which The Premises have been open to the public
  - (c) at two hourly intervals throughout each and every period during which The Premises are open to the public.

All inspections verifying these actions must be recorded in writing by the duty manager or nominated senior staff member responsible and the written records must be checked weekly by the management for compliance with these requirements.

- (3) serviced and maintained in accordance with the manufacturers instructions or as necessary.

All service and maintenance records must be retained by the management.

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### Cooking Equipment

If in relation to any claim for Damage to the Property Insured caused by or resulting from fire or explosion, You have failed to fulfil any of the following conditions, You will lose your right to indemnity or payment for that claim.

Where Cooking Equipment is located within The Premises

- (1) all Cooking Equipment must be installed, operated and maintained in accordance with the manufacturers' instructions.
- (2) all Deep Frying Equipment must be fitted with a thermostat which prevents the temperature of fat or oil exceeding 205 degrees Centigrade (401 degrees Fahrenheit).

Where a separate high temperature safety thermostat is fitted, this must be set to a temperature of no greater than 230 degrees Centigrade (450 degrees Fahrenheit).
- (3) all extract hoods, canopies, canopy exhaust plenums, filters and grease traps must be thoroughly cleaned over their entire internal and external areas by the removal of all greasy and oily deposits and other waste materials at least every month.
- (4) the entire internal area of all flues and extract system ducting, including extraction motors and fans must be thoroughly cleaned by a competent person, with the removal of all greas and oily deposits and other waste materials, at least every six (6) months.
- (5) if the entire internal area of all flues and extract system ducting, including extraction motors and fans, have not been so cleaned within six (6) months prior to the inception of this insurance or the addition of this condition, then they must be so cleaned within 30 days of the inception of this insurance or the addition of this condition, and at least every six (6) months thereafter.
- (6) suitable fire extinguishers and/or blankets must be kept in the frying and cooking area and staff are fully trained how to use them.
- (7) no Cooking Equipment using fats, oils or coals must be left unattended while the heat source is operating.
- (8) all Cooking Equipment including flues and extract system ducting, must be kept from contact with and not in close proximity to combustible material including any such material within or forming part of the building.

**For the purpose of this condition the following definitions apply:-**

Cooking Equipment means all cooking and frying equipment including Deep Frying Equipment.

Deep Frying Equipment means equipment used for frying by immersing in fat or oil.

Unattended means without a competent person remaining continuously near the Cooking

Equipment, either in full view of it or positioned where they are able to take action to prevent, extinguish or control a fire starting from such equipment.

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## Asset Protection Computer Breakdown

### Definitions

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

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### Accident

Damage to Equipment insured under this Section resulting from the actual breaking distortion or

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	electrical burn-out of any part of the Equipment whilst in use arising from defects in the equipment which requires repair or replacement before normal working of the Equipment can resume.
<b>Damage</b>	Loss, destruction or damage.
<b>Data Carrying Materials</b>	<p>Current and back-up</p> <ol style="list-style-type: none"> <li>(1) disks</li> <li>(2) tapes</li> <li>(3) other materials</li> </ol> <p>incorporating stored programs or data.</p> <p>We will not indemnify You in respect of fixed disks and paper records.</p>
<b>Equipment</b>	<p>The following items specified as insured in The Schedule which belong to You or for which You are responsible including software or programs contained in or for use with the Equipment.</p> <p>We will not indemnify You for property which is more specifically insured.</p> <p><b>Computer Equipment</b></p> <p>Equipment, including</p> <ol style="list-style-type: none"> <li>(i) fixed disks</li> <li>(ii) interconnected wiring</li> <li>(iii) air conditioning and cooling equipment</li> <li>(iv) generating and voltage regulating equipment</li> <li>(v) satellite, telecommunication links and computerised telephone exchanges</li> <li>(vi) electronic access equipment</li> <li>(vii) temperature and humidity recording equipment</li> <li>(viii) Data Carrying Materials</li> </ol> <p>used for processing, communicating and storing electronic data.</p> <p>We will not indemnify You in respect of</p> <ol style="list-style-type: none"> <li>(1) Equipment held as stock.</li> <li>(2) customer's equipment.</li> <li>(3) facsimile and photocopying machines, digital cameras and similar machinery not used for the processing of electronic data.</li> <li>(4) Equipment which controls or monitors any manufacturing process.</li> </ol> <p><b>Portable Equipment</b></p> <p>Computer Equipment designed to be carried by hand used away from The Premises. This includes, but is not limited to, Laptops, Palmtops and Handheld Computers</p>
<b>Europe</b>	The member countries of the European Union, Iceland, Liechtenstein and Norway.
<b>Indemnity Period</b>	The period during which The Business results are affected due to an Accident, beginning with the occurrence of the Accident and ending not later than the Maximum Indemnity Period.
<b>Maintenance Agreement</b>	A contract providing on-call remedial or corrective maintenance which includes the cost of parts and labour.
<b>Maximum Indemnity Period</b>	Twelve months.
<b>Damage to Equipment Cover</b>	<p>We will indemnify You in respect of Damage to the Equipment specified in The Schedule resulting from the actual breaking distortion or electrical burn-out of any part of the Equipment whilst in use arising from defects in the Equipment which requires repair or replacement before normal working of the Equipment can resume.</p> <p>The maximum We will pay</p> <ol style="list-style-type: none"> <li>(1) in respect of any one claim arising from Damage to Equipment which is not subject to a Maintenance Agreement arising from its own breakdown or derangement will not exceed £10,000.</li> <li>(2) in any one Period of Insurance will not exceed the Sum Insured stated on the item and any additional sums stated by a clause.</li> </ol>
<b>Clauses</b>	<i>The following clauses apply to Damage to Equipment.</i>
<b>Accidental Discharge of Gas Systems</b>	<p>We will indemnify You in respect of the costs incurred in refilling the cylinders of any gas flooding systems installed solely for the protection of the Equipment provided that the discharge is accidental.</p> <p>The maximum We will pay in respect of any one claim is £25,000.</p>
<b>Additional Equipment</b>	We will indemnify You in respect of Damage to additional Equipment acquired in the Period of

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Insurance. The maximum We will pay in respect of any one location is

- (1) 25% of the Total Sum Insured specified in The Schedule under Damage to Equipment, or
- (2) £250,000

whichever is the lower.

You must provide Us with details of such additional Equipment as soon as possible and specifically insure such property with Us from the date Our liability commenced for an agreed additional premium.

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#### **Additional Interests**

Where the Equipment is the subject of hire purchase lease or other agreements the interest of those other parties to these agreements is noted under this policy. The nature and extent of such interests must be disclosed to Us in the event of any Damage.

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#### **Basis of Settlement and Average**

In the event of Damage to the Equipment, the basis upon which We will calculate the amount We will pay for any claim will be as follows.

Where the Equipment

- (a) cannot be repaired economically We pay for its replacement with Equipment of similar capacity and specification to that of the damaged Equipment when new but not of better or higher specification. If Equipment of a similar capacity is unavailable then We will pay for Equipment with the next highest capacity.
- (b) is repaired it will be to a condition as good as, but not better or more extensive than, its condition when new.

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

- (c) (a) and (b) above include the additional cost of reinstating the Equipment necessary to comply with any
  - (i) European Community legislation
  - (ii) Act of Parliament
  - (iii) Bye laws of any public authority.

We will not indemnify You in respect of

- (a) costs incurred
  - (i) where notice was served on You before the Damage occurred.
  - (ii) where an existing requirement must be completed within a stipulated period.
  - (iii) for Equipment which has not suffered Damage
- (b) charge or assessment arising from capital appreciation following compliance with any legislation or Bye law.

The work of reinstatement

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

However, the maximum We will pay will not exceed the item Sum Insured specified in The Schedule under Damage to Equipment.

We will not make any payment under this clause

- (1) until replacement or repair costs have actually been incurred.
- (2) if You do not comply with any of the terms of this clause.

If, for any reason, a payment cannot be made in accordance with the provisions of this clause, the basis of claim settlement will be as stated in the Contract of Insurance at the front of this policy.

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#### **Debris Removal**

We will indemnify You in respect of the costs incurred in the removal of Equipment which has suffered Damage under this Section.

The maximum We will pay in respect of any one claim is £50,000

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#### **Incompatibility of Software or Programs**

Where Damage to Equipment results in the existing software or programs being incompatible with the replacement Equipment We will at Our option indemnify You in respect of either

- (1) necessary modifications to the replacement Equipment
- (2) the conversion of the existing software or programs into a format which is compatible with the replacement Equipment and the cost of replacing incompatible Data Carrying Materials.

The maximum We will pay in respect of any one claim is

- (1) the Total Sum Insured specified in The Schedule under Damage to Equipment, or
- (2) £50,000

whichever is the lower.

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#### **Loss Avoidance Measures**

We will indemnify You in respect of any costs necessarily and reasonably incurred by You to avoid or reduce inevitable Damage provided that

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- 
- (1) the impending Damage does not arise from any reasonably foreseeable or gradually developing cause and We are satisfied that Damage has been avoided or reduced as a result of the measures taken
  - (2) the policy terms exceptions and conditions will apply as if Damage had occurred.
- The maximum We will pay in respect of any one claim is £25,000
- 

#### **Non-invalidation**

The insurance by this Section will not be invalidated by any act, omission or alteration either unknown to You or beyond Your control which increases the risk of Damage.

However, You must

- (a) notify Us immediately if You become aware of any such act, omission or alteration and
  - (b) pay any additional premium We require
- 

#### **Repair Investigation Costs**

We will indemnify You in respect of any repair investigation costs including consulting engineer fees, necessarily and reasonably incurred with Our consent in the repair or replacement of Equipment which has suffered Damage.

The maximum We will pay in respect of any one claim is £25,000.

We will not indemnify You in respect of the costs of preparing a claim.

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#### **Software or Programs**

We will indemnify You in respect of the cost of reinstating software or programs arising from erasure, distortion or corruption occurring during the Period of Insurance and resulting from an identifiable event which is covered under this Section and not otherwise excluded

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#### **Temporary Repair and Expediting Costs**

We will, at Our option, indemnify You in respect of the additional costs necessarily and reasonably incurred in making temporary repairs or accelerating repairs in the event of Damage to the Equipment insured under this Section.

The maximum We will pay in respect of any one claim is £50,000.

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#### **Virus Seek and Destroy Costs**

We will indemnify You in respect of costs necessarily and reasonably incurred by You to locate and remove a detectable Virus or Similar Mechanism contained in any Equipment or Data Carrying Materials.

The maximum We will pay in respect of any one claim is £25,000.

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#### **Waste Electrical and Electronic Equipment Disposal Costs**

We will indemnify You in respect of any costs necessarily and reasonably incurred by You in complying with the Waste Electrical and Electronic Equipment Regulations in respect of Equipment following Damage insured under this Section.

The maximum We will pay in respect of any one claim is £25,000.

We will not indemnify You in respect of costs that You accept responsibility for as part of a contract to purchase new Equipment.

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#### **Exceptions**

*The following exceptions apply to Damage to Equipment in addition to the Exceptions at the end of this Section and the Policy Exceptions at the back of this policy.*

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We will not indemnify You in respect of

- (1) Damage to Equipment which is recoverable under any guarantee or maintenance rental hire or lease agreement.
  - (2) loss of use of the Equipment or other consequential loss or liability.
  - (3) the cost of reinstating data.
  - (4) the Excess.
- 

#### **Conditions**

*The following conditions apply to Damage to Equipment in addition to the Conditions at the end of this Section and the policy Conditions at the back of this policy.*

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#### **Average**

If at the time of Damage the Total Sum Insured plus the value of any Equipment insured under the Additional Equipment Clause is less than 85% of the total new replacement value of Equipment You will

- (a) be responsible for the difference.
  - (b) bear a proportionate part of the loss
- 

#### **Increased Cost of Working Cover**

We will indemnify You in respect of any additional expenditure You necessarily and reasonably incur to avoid or reduce interruption to or interference with The Business at The Premises during the Indemnity Period as a result of an Accident which occurs during the Period of Insurance.

The maximum We will pay in any one Period of Insurance in respect of

- (1) any loss arising from a Virus or Similar Mechanism is
    - (a) the Sum Insured specified in The Schedule, or
    - (b) £50,000whichever is the lower
  - (2) any other loss is the Sum Insured specified in The Schedule and any additional sums stated by a clause.
-

<b>Clauses</b>	<i>The following clauses apply to Increased Cost of Working.</i>
<b>Additional Rental Charge</b>	<p>We will indemnify You in respect of the additional costs of a new lease or hire contract for similar Equipment which replaces any lease or hire contract in force at the time of the Accident.</p> <p>The maximum period for which We will provide indemnity is two years commencing from the date of the Accident.</p> <p>The maximum We will pay in respect of any one claim is £25,000.</p>
<b>Auditors and Professional Accountants</b>	<p>The Sum Insured specified in The Schedule includes an amount for Your auditor's and professional accountant's reasonable charges for</p> <ol style="list-style-type: none"> <li>(1) producing information We require to investigate a claim and</li> <li>(2) confirming that information is in accordance with <ol style="list-style-type: none"> <li>(a) Your business books, documents or records and</li> <li>(b) any other relevant business books, documents or records</li> </ol> </li> </ol>
<b>Exceptions</b>	<p><i>The following exceptions apply to Increased Cost of Working in addition to the Exceptions at the end of this Section and the Policy Exceptions at the back of this policy.</i></p> <p>We will not indemnify You in respect of</p> <ol style="list-style-type: none"> <li>(1) interruption to or interference with The Business as a result of breakdown or derangement of any item of Equipment that has not completed a period of one months trouble free operation</li> <li>(2) interruption to or interference with The Business during the first 48 hours following breakdown or derangement of Equipment which is not subject to a Maintenance Agreement.</li> <li>(3) the cost of reinstating data or programs.</li> <li>(4) interruption or interference to The Business where the length of the interruption does not exceed the time franchise specified in The Schedule.</li> </ol>
<b>Conditions</b>	<i>The following conditions apply to Increased Cost of Working in addition to the Conditions at the end of this Section and the Policy Conditions at the back of this Policy.</i>
<b>Reinstatement of Data Cover</b>	<p>We will indemnify You in respect of the necessary and reasonable cost of reinstating data contained in the Data Carrying Materials and fixed disks resulting from Damage resulting from the actual breaking distortion or electrical burn-out of any part of the Equipment whilst in use arising from defects in the Equipment which requires repair or replacement before normal working of the Equipment can resume which is discovered during the Period of Insurance.</p> <p>The maximum We will pay in any Period of Insurance in respect of</p> <ol style="list-style-type: none"> <li>(1) any loss arising from a Virus or Similar Mechanism is <ol style="list-style-type: none"> <li>(a) the Sum Insured specified in The Schedule, or</li> <li>(b) £50,000</li> </ol> whichever is the lower.</li> <li>(2) any other loss the Sum Insured specified in The Schedule and any additional sums stated by a clause.</li> </ol>
<b>Exceptions</b>	<p><i>The following exceptions apply to Reinstatement of Data in addition to the Exceptions at the end of this Section and to the Policy Exceptions at the back of this policy.</i></p> <p>We will not indemnify You in respect of</p> <ol style="list-style-type: none"> <li>(1) <ol style="list-style-type: none"> <li>(a) loss of</li> <li>(b) loss of use of</li> <li>(c) inaccessibility of</li> </ol> data or programs arising from pre-existing faults in or the unsuitability of programs or computer systems software.</li> <li>(2) the Excess.</li> </ol>
<b>Clauses</b>	<i>The following clauses apply to Reinstatement of Data.</i>
<b>Incompatibility of Data</b>	<p>Where Damage to the Equipment results in the existing data being incompatible with the replacement Equipment We will indemnify You in respect of the cost of conversion of the existing data into a format which is compatible with the replacement Equipment.</p> <p>The maximum We will pay in respect of any one claim is</p> <ol style="list-style-type: none"> <li>(1) the Sum Insured specified in The Schedule under Reinstatement of Data, or</li> <li>(2) £50,000</li> </ol> whichever is the lower.
<b>Research and Development</b>	We will indemnify You against the cost of re-writing data processing research and development

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**Costs**

projects to the stage reached immediately prior to the occurrence of the Damage.

The maximum We will pay in respect of any one claim is

- (1) the Sum Insured specified in The Schedule under Reinstatement of Data, or
- (2) £25,000

whichever is the lower.

We will not indemnify You in respect of any benefit to You which would have been obtained from the completion of the project had the Accident not occurred

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**Exceptions**

*The following exceptions apply to this Section in addition to the Policy Exceptions at the back of this policy.*

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We will not indemnify You in respect of

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

Terrorism means

- (i) in respect of Damage occurring in England Wales and Scotland only (but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987 nor the Isle of Man or the Channel Islands) acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of Her Majesty's government in the United Kingdom or any other government de jure or de facto
- (ii) in respect of Damage occurring in any territory not specified in (i) above any act or acts including but not limited to
  - the use or threat of force and/or violence and/or
  - harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm or damage by nuclear and/or chemical and/or biological and/or radiological means
  - caused or occasioned by any person(s) or group(s) of persons or so claimed in whole or in part for political religious ideological or similar purposes.

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

- (2) Damage or interruption to or interference with The Business caused by
  - (a) Your wilful act or wilful neglect.
  - (b) wear and tear gradual deterioration due to atmospheric conditions or otherwise rust corrosion or oxidisation.

However We will indemnify You for any subsequent Damage resulting from such cause not otherwise excluded.

- (3) Increased Cost of Working or Reinstatement of Data resulting from
    - (a) any accidental failure of the telecommunication links
    - (b) any accidental failure of Your electricity supplycaused by
    - (i) a deliberate act of any supply authority not performed for the sole purpose of safeguarding life or protecting any part of the supply authority's system.
    - (ii) the exercise of any supply authority's power to withdraw or restrict supply or services.
    - (iii) industrial action.
  - (4) any accidental failure of the telecommunication links caused by
    - (a) Equipment which is not
      - (i) properly installed or compatible with the telecommunications system provided by Your telecommunication services supplier.
      - (ii) recognised and approved by Your telecommunication services supplier.
    - (b) failure of any satellite
      - (i) prior to obtaining its full operating function.
      - (ii) while in or beyond the final year of its design life.
    - (c) atmosphere, solar or lunar conditions causing temporary interference with transmission to or from any satellite.
  - (5) Damage directly or indirectly caused by or contributed to or arising from
-

- (a) any test, experiment or routine inspection.
  - (b) the imposition of abnormal working conditions including intentional overloading unless occurring without Your knowledge or consent.
- (6) Damage caused by or contributed to or arising from
- (a) disappearance.
  - (b) unexplained or inventory shortage

## Conditions

*The following conditions apply to this Section in addition to the Policy Conditions at the back of this policy.*

### (1) Data Backup

If in relation to any claim You have failed to fulfil any of the following conditions You will lose Your right to indemnity or payment for that claim.

You must store data, software or programs and maintain adequate backup copies by backing up

- (a) the original disks or media and storing in a fire resistant data safe or in a secure location away from The Premises.
- (b) all data produced by the software or programs no less than once a day or any other period agreed by Us.

The integrity of any data backup must be validated using operating system routines or checks produced by the software supplier.

### (2) Firewall

If in relation to any claim You have failed to fulfil the following condition, You will lose Your right to indemnity or payment for that claim.

You will ensure that any Equipment that is connected to the internet is protected by a suitable firewall which is regularly maintained and in full and effective operation at the time of a loss

### (3) Prevention of Loss

If in relation to any claim You have failed to fulfil the following conditions, You will lose Your right to indemnity or payment for that claim.

You must

- (a) maintain the Equipment in a satisfactory state of repair.
- (b) take all reasonable precautions to prevent Damage to the Equipment or loss of data or programs.

### (4) Virus

If in relation to any claim You have failed to fulfil the following conditions, You will lose Your right to indemnity or payment for that claim.

You must install suitable virus protection software and ensure that it is

- (a) updated at intervals of at least once a month and
- (b) full and effective operation at the time of a loss.

### (5) Option for Settlement

We may at Our option

- (a) repair, reinstate or replace any Equipment damaged, or
- (b) pay the amount of the Damage.

We do not include

- (i) temporary repairs carried out without Our consent.
- (ii) the cost of any alterations, additions, improvements or overhauls carried out when any repair is undertaken

### (6) Our Rights

If Damage occurs which may lead to a claim We may

- (a) enter the building or premises
- (b) take possession of, or require to be delivered to Us, Equipment which We will deal with in a reasonable manner

without incurring liability or reducing Our rights.

We will not pay for Damage if You or anyone acting on Your behalf

- (i) do not comply with Our requirements.
- (ii) hinder or obstruct Us

### (7) Suspension of Cover

We may suspend cover by notice in writing to You until any requirement We have stipulated has been completed by You. Cover will only be reinstated following written notice by Us.

If cover is suspended We will refund a proportionate part of the premium.

## Clauses

*The following Clauses apply to this Section.*

### Automatic Reinstatement

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

You must pay any additional premium required by Us to reinstate the Sums Insured

### Subrogation Waiver

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



- (1) any company whose relationship to You is either a parent to subsidiary or subsidiary to parent
- (2) any company which is a subsidiary of a parent company of which You are a subsidiary as defined within the relevant legislation current at the time of the Damage.
- (3) any user of the Equipment authorised by You provided that
  - (a) such users observe fulfil and are subject to the terms conditions and limitations of this Policy.
  - (b) You do not receive any form of indemnity or damages from such users.

## Asset Protection Goods in Transit

<b>Definitions</b>	<i>The following definitions apply to this Section in addition to the Policy Definitions at the front of this policy and keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply</i>
<b>Damage</b>	Physical loss, destruction or damage.
<b>Method of Transit</b>	As stated in The Schedule.
<b>Occurrence</b>	An event, or number of events, arising from a single cause or occurrence occurring during the Period of Insurance.
<b>Personal Effects</b>	Personal possessions excluding cash, bank notes, credit cards, watches and jewellery.
<b>Property Insured</b>	Stock and materials in trade and Target Stock connected with The Business which are owned by You or which You are responsible for.
<b>Target Stock</b>	<p>Stock comprising any of the following</p> <ol style="list-style-type: none"> <li>(1) wines and spirits</li> <li>(2) tobacco products</li> <li>(3) clothing</li> <li>(4) mobile phones and equipment</li> <li>(5) photographic equipment, software and games</li> <li>(6) audio, video, gaming equipment and media</li> <li>(7) (non-ferrous metals)</li> </ol>
<b>Territorial Limits</b>	England, Wales and Scotland, Northern Ireland, the Republic of Ireland, the Channel Islands and the Isle of Man.
<b>Tools</b>	Tools, tool kits or test equipment which You own or are hired by You or used by You in connection with The Business and for which You are responsible.
<b>Vehicle</b>	Any motor vehicle and/or trailer and/or container which You own or operate.
<b>Cover</b>	<i>We will indemnify You in respect of</i>
<b>(1) Damage</b>	<ol style="list-style-type: none"> <li>(a) to the Property Insured while in transit by the Method of Transit including           <ol style="list-style-type: none"> <li>(i) loading and unloading.</li> <li>(ii) whilst temporarily stored during transit.</li> </ol> <p>The maximum We will pay in respect of any one Occurrence is the Maximum Limit Any One Occurrence stated in The Schedule.</p> </li> <li>(b) to Your own sheets, ropes, chains, toggles or packing materials while carried on any Vehicle.           <p>We will replace sheets as new if You prove that these were not more than one year old at the time of the Damage.</p> </li> <li>(c) to You or Your drivers' Personal Effects in, or from, any Vehicle.           <p>The maximum We will pay in respect of any one person for any one Occurrence is £500. We will not indemnify You or Your driver for Damage to any item insured by any other insurance policy.</p> </li> <li>(d) to Tools           <ol style="list-style-type: none"> <li>(i) in or from any Vehicle.</li> <li>(ii) whilst temporarily stored during transit.</li> </ol> <p>The maximum We will pay in respect of any one Occurrence is £1000.</p> </li> </ol>
<b>(2) Debris Removal</b>	<p>Costs and expenses incurred by You with Our consent</p> <ol style="list-style-type: none"> <li>(a) in removing debris</li> <li>(b) in site clearance</li> </ol>

- (c) for transhipment and recovery charges following collision, overturning or impact of any Vehicle with any object
  - (d) to reduce or prevent claims
- in the Territorial Limits in connection with The Business.  
The maximum We will pay in respect of any one Occurrence is £10,000.

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## Conditions

*The following Conditions apply to this Section in addition to the Policy Conditions at the back of this policy*

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### (1) Automatic Reinstatement

The Sums Insured stated in The Schedule will not be reduced by the amount of any claim unless We or You give notice to the contrary.  
You must pay any additional premium required by Us to reinstate the Limit

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### (2) Average

Each Limit stated in The Schedule, except for Tools Limit Any One Occurrence, is subject to Average.  
If at the time of Damage, the Limit stated in The Schedule is less than the value of the Property Insured You will

- (a) be responsible for the difference in value and
- (b) bear a rateable proportion of any loss.

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### (3) Reasonable Care

If in relation to any claim, You have failed to comply with any of the following conditions, You may lose Your right to indemnity, or payment for that claim.  
You must

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

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## Exceptions

*The following Exceptions apply to this Section in addition to the Policy Exceptions at the back of this policy.*

We will not indemnify You in respect of

- (1) Damage caused by
  - (a) defective or inadequate packing, insulation or labelling.
  - (b) evaporation or ordinary leakage.
  - (c) vermin, wear, tear, gradual deterioration or contamination.
  - (d) an existing or hidden defect.
  - (e) delay.
  - (f) inadequate documentation.
  - (g) indirect or consequential loss.
  - (h) its own
    - (i) mechanical
    - (ii) electrical
    - (iii) electronic
    - (iv) electro magnetic derangement.

However, We will indemnify You if such Damage is caused by external means.
- (2) shortage in weight.
- (3) Damage caused by deterioration or variation in temperature.  
However We will indemnify You if such Damage is caused as a result of any Vehicle being directly involved in a road traffic accident.
- (4) Damage arising from
  - (a) confiscation, requisition or destruction by order of any government or any public authority
  - (b) riot, civil commotion, strikes, lockouts or labour disturbances.
- (5) Damage
  - (a) occurring outside the Territorial Limits.
  - (b) not connected with The Business.

- (6) Damage to
  - (a) electronic, audio and visual equipment
  - (b) clocks and watches that do not contain gold, silver or precious stones
  - (c) computer hardware and software
  - (d) explosives and hazardous substances
  - (e) furs and curios
  - (f) gold and silver articles
  - (g) jewellery and precious stones
  - (h) living creatures
  - (i) Money and bullion, negotiable instruments and specie
  - (j) non ferrous metals
  - (k) rare books, antiques and works of art
  - (l) tobaccos, cigars and cigarettes
  - (m) wines, spirits, and other alcoholic drinks
  - (n) temperature controlled goods.

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

- (7) Damage caused by theft or attempted theft of the Property Insured and/or Tools or Personal Effects from any Unattended Vehicle.
 

However, We will indemnify You if You have ensured that

  - (a) all doors, windows and other points of access have been locked where locks have been fitted and
  - (b) all manufacturers' security devices have been put into effect and
  - (c) the keys have been removed from any Unattended Vehicle and
  - (d) unattached trailers have anti-hitching devices fitted and they are put into effect.
- (8) Damage including to Tools or Personal Effects, while temporarily stored during transit for periods exceeding 30 consecutive days.
- (9) property in transit for hire or reward.
- (10) the Excess stated in The Schedule.

#### Exceptions (continued)

#### Additional Conditions

*The following Additional Condition applies to this Section only if Target Stock is stated as insured within the Asset Protection Property Damage Section on The Schedule.*

#### Unattended Vehicles in Compounds

We will not indemnify You in respect of Damage to the Property Insured by theft or attempted theft from any Unattended Vehicle, from the end of any normal working day, or on any non-working day, until collected by Your driver, unless the Vehicle is garaged in a securely locked building of substantial construction or a compound which has secure walls and/or fences and securely locked gates.

## Asset Protection Money and Assault

#### Definitions

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

#### Business Hours

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

#### Insured Person

You or Your directors, principals or Employees aged between 16 and 75.

#### Loss of Hearing

Total and permanent loss of hearing in one or both ears.

#### Loss of Limb

In respect of

- (1) an arm
  - (a) physical severance of all four fingers, or
  - (b) total and permanent loss of use of an entire hand or arm at or above the metacarpal phalangeal joints (where the fingers join the palm of the hand) and/or
- (2) a leg
  - (a) physical severance, or
  - (b) total permanent loss of use of an entire leg at or above the talo-tibial joint (the ankle).

<b>Loss of Sight</b>	Includes total and permanent loss of sight which will be deemed to have occurred <ul style="list-style-type: none"> <li>(1) in both eyes when the Insured Person's name has been added to the register of blind persons on the authority of a fully qualified ophthalmic surgeon specialist</li> <li>(2) in one eye when the degree of sight is 3/60 or less on the Snellen Scale (which means the Insured Person is only able to see at three feet that which they should normally be able to see at 60 feet) and We are satisfied that the condition is permanent and without expectation of recovery.</li> </ul>
<b>Loss of Speech</b>	Total and permanent loss of speech
<b>Permanent Total Disablement</b>	Permanent disablement (other than Loss of Hearing, Loss of Limb, Loss of Sight or Loss of Speech) which <ul style="list-style-type: none"> <li>(1) wholly prevents the Insured Person from engaging in or giving attention to their usual occupation and</li> <li>(2) lasts without interruption for more than 12 months from the date of the accident and</li> <li>(3) in all probability will continue for the remainder of the Insured Person's life.</li> </ul>
<b>Temporary Partial Disablement</b>	Disablement which prevents the Insured Person from attending to a substantial part of their usual occupation.
<b>Temporary Total Disablement</b>	Disablement which entirely prevents the Insured Person from engaging in their usual occupation.
<b>Money Cover</b>	We will indemnify You in respect of <ul style="list-style-type: none"> <li>(1) loss of Money, up to the Limit Any One Loss stated in The Schedule, which <ul style="list-style-type: none"> <li>(a) belongs to You, or</li> <li>(b) You are responsible for in connection with The Business while <ul style="list-style-type: none"> <li>(i) in transit</li> <li>(ii) in the custody of collectors for 24 hours from the time they receive it or until the next working day whichever is later</li> <li>(iii) on contract sites while You or Your Employees are working there</li> <li>(iv) on The Premises</li> <li>(v) at Your home or that of Your directors, principals or Employees</li> <li>(vi) in a bank night safe until removed by the bank</li> <li>(vii) in vending or gaming machines on The Premises.</li> </ul> </li> </ul> <p>The maximum We will pay in respect of any one claim is £500.</p> </li> <li>(2) the cost of replacement or repair following loss of or damage to any <ul style="list-style-type: none"> <li>(a) safe or strongroom specified in The Schedule</li> <li>(b) case, bag or waistcoat used for carrying Money</li> </ul> <p>following theft or attempted theft of Money occurring during the Period of Insurance.</p> </li> </ul>
<b>Clauses</b>	<i>The following clause applies to Money.</i>
<b>Clothing and Personal Belongings</b>	We will indemnify You in respect of loss of or damage to clothing and personal belongings owned by You or any director, partner or Employee of Yours following theft or attempted theft involving violence or threat of violence which arises in connection with The Business. The maximum We will pay for any one person is £500
<b>Conditions</b>	<i>The following Conditions apply to Money in addition to the Policy Conditions at the back of this policy.</i>
<b>Records and Key Security</b>	If in relation to any claim for loss of Money You have failed to fulfil any of the following conditions, You will lose Your right to indemnity or payment for that claim. You must <ul style="list-style-type: none"> <li>(a) keep a complete record of Money in a secure place other than in a safe or strongroom containing Money.</li> <li>(b) ensure that outside Business Hours, the safe or strongroom are kept locked and the keys are removed from The Premises unless The Premises are occupied by You, Your directors, principals or authorised Employees, in which case the keys must be kept in a secure place away from any safe or strongroom.</li> <li>(c) ensure that whenever The Premises are closed for business or left unattended, all security devices to protect The Premises are properly fitted and put into full operation.</li> </ul>
<b>Money in Transit</b>	If in relation to any claim in respect of loss of Money in transit (other than Money described in The Schedule) You have failed to fulfil any of the following conditions, You will lose Your right to indemnity or payment for that claim.

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You must ensure that

- (1) such Money in transit is accompanied by the following number of persons, who must either be You and/or any director, partner or Employee of Yours
  - (a) over £2,500 up to £5,000 by at least 2 persons
  - (b) over £5,000 up to £8,000 by at least 3 persons
  - (c) over £8,000 up to £15,000 by at least 4 persons
- (2) private transport is used for amounts of Money in transit greater than £2,500 where the distance exceeds half a mile.

The maximum We will pay in respect of any one claim will not exceed the Limit Any One Loss stated in The Schedule

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## Exceptions

*The following exceptions apply to Money in addition to the Policy Exceptions at the back of this policy.*

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We will not indemnify You in respect of

- (1) loss or shortages due to
    - (a) clerical or accounting
      - (i) errors
      - (ii) omissions
    - (b) accountancy depreciation
    - (c) currency fluctuation
    - (d) consequential loss of any kind.
  - (2) loss due to the fraud or dishonesty of any director, partner or Employee of Yours which is
    - (a) not discovered within seven working days of the loss
    - (b) more specifically insured elsewhere.
  - (3) loss from any Unattended Vehicle.
  - (4) loss or damage arising outside England, Wales, Scotland, Northern Ireland, the Republic of Ireland, the Channel Islands and the Isle of Man.
  - (5) loss resulting directly or indirectly from
    - (a) forgery
    - (b) fraudulent alteration or substitution
    - (c) fraudulent use of a computer or electronic transfer.
  - (6) loss resulting from use of any form of payment which proves to be
    - (a) counterfeit
    - (b) false
    - (c) invalid
    - (d) uncollectible
    - (e) irrecoverable for any reason.
  - (7) loss of Money from any gaming or vending machine exceeding that specified in Cover (1)(b)(vii) unless specifically stated as insured in The Schedule.
  - (8) loss of Money resulting directly or indirectly from, or in connection with
    - (i) Virus or Similar Mechanism
    - (ii) Denial of Service Attack
    - (iii) unauthorised access to or use of Computer and Electronic Equipment.
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## Assault Cover

We will pay You, or Your personal representatives, compensation for bodily injury to an Insured Person caused by theft or attempted theft, involving violence or the threat of violence, which occurs in the course of The Business during the Period of Insurance and solely, directly and independently of any other cause results in any of the following Contingencies

- (1) Death occurring within 24 months of bodily injury
- (2) Loss of Hearing and/or Loss of Sight and/or Loss of Speech occurring within 24 months of bodily injury
- (3) Loss of Limb occurring within 24 months of bodily injury
- (4) Permanent Total Disablement after 24 months of bodily injury
- (5) Temporary Total Disablement within 24 months of bodily injury
- (6) Temporary Partial Disablement within 24 months of bodily injury

We will not provide compensation in respect of any claim relating to any non-contracting party's rights to enforce all or any part of this Section. The Contracts (Rights of Third Parties) Act 1999 does not apply to this Section.

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## Clauses

*The following clauses apply to Assault.*

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- (1) Amounts Payable
  - (1) We will pay
    - (a) the compensation stated in The Schedule
    - (b) weekly compensation at four weekly intervals
    - (c) compensation under contingencies (5) and (6) for a maximum of two years from the date that the disablement started.
  - (2) Weekly compensation being paid for the same injury will end if We pay compensation under any of Contingencies (1) to (4).
  - (3) Insurance will end for the Insured Person if We pay compensation under any of contingencies (1) to (4).
- (2) Medical Evidence
  - (1) We may, at Our option, arrange for the Insured Person to undergo a medical examination or, in the event of death, a post mortem examination.
  - (2) You, or Your personal representatives, will supply to Us, at Your expense, any
    - (a) certificates
    - (b) information
    - (c) evidence
 in the format We require to support a claim.
- (3) Medical and Dental Expenses

Where compensation is payable for Contingency (5) - Temporary Total Disablement, or Contingency (6) - Temporary Partial Disablement, We will also pay up to 15% of this amount in respect of medical and/or dental expenses which have been incurred in respect of the Insured Person.

The maximum We will pay in respect of any one Insured Person is £500.

#### Exception

*The following exception applies to Assault in addition to the Policy Exceptions at the back of this policy.*

We will not pay compensation for any Contingency directly or indirectly caused by the Insured Person suffering from any disability due to a gradually operating cause or any naturally occurring conditions or degenerative process.

## Asset Protection Engineering Breakdown

#### Definitions

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

#### Breakdown

- (1) The breaking, distortion or burning out of any part of the Plant or Machinery which occurs while the Plant or Machinery is being used normally, arising from
  - (a) any mechanical or electrical defect in the Plant or Machinery
  - (b) any sudden and unforeseen failure of any insured boiler or pressure plant
- (2) The complete severance of a rope
- (3) The fracturing or distortion of any part of the Plant or Machinery by frost including any resultant loss of cooling, lubricating or insulating oil, refrigerant or brine

#### Collapse

The sudden and dangerous distortion of any part of the Plant or Machinery caused by crushing stress by force of steam or fluid pressure.

Collapse does not include distortion by pressure or ignition of flue gases.

#### Damage

Physical loss, destruction or damage.

#### Explosion

The sudden and violent rending of Plant or Machinery by force of internal steam or fluid pressure.

Explosion does not include

- (1) pressure of chemical action.
- (2) ignition of the contents of the Plant or Machinery.
- (3) the pressure or ignition of flue gases.

#### Operator Error

Operating error or omission by You or any Employee.

#### Plant or Machinery

All parts of the Property Insured stated in The Schedule.

Any item described in The Schedule as a boiler includes the firing apparatus, motors, pumps, fans and dedicated controls.

Plant or Machinery does not include

- (1) non-metallic or refractory linings

- 
- (2) (a) cutting edges or extrusion heads
  - (b) moulds, patterns or dies
  - (c) heating elements
  - (d) cables, ropes, belts or chains
- unless these require replacement as a result of Damage for which We have admitted liability
- (3) supporting or enclosing structures, foundations, masonry or brickwork
  - (4) any power unit, used only for road or site mobility, where Damage is caused solely by Breakdown
  - (5) (a) office equipment
  - (b) spare parts
  - (6) underground pipes
  - (7) electricity generation equipment not used for the sole purpose of standby to the supply of electricity at The Premises
- unless specified in The Schedule.

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## Cover

We will indemnify You in respect of sudden and unforeseen damage occurring during the Period of Insurance including

- (1) Breakdown
- (2) Explosion
- (3) Collapse
- (4) Operator Error

To Plant or Machinery at The Premises which requires repair or replacement before normal working of the Plant or Machinery can resume.

The maximum We will pay in respect of any one occurrence which gives rise to a claim under this Section is the Limit of Indemnity specified in The Schedule and any additional sums stated by a clause

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## Clauses

*The following clauses apply to this Section.*

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### Additional Plant or Machinery

We will indemnify You in respect of Damage to additional Plant or Machinery of a similar type to that specified in The Schedule subject to the Limit of Indemnity provided that You

- (1) tell Us of any additional Plant or Machinery before the end of the Period of Insurance in which it was installed and ready for use and pay an agreed additional premium.
- (2) comply with current law for examination and certification of Plant or Machinery before it is used.

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### Basis of Settlement - Reinstatement

The basis upon which We will calculate the amount We will pay for any claim will be the reinstatement of the Plant or Machinery or other property insured by this Section subject to the following conditions

- (1) if Plant or Machinery or other property insured is destroyed We will pay for its replacement by similar Plant or Machinery or property insured in a condition as good as but not better or more extensive than its condition when new. If Plant or Machinery or other property insured is damaged We will pay the cost of repairs to a condition as good as but not better or more extensive than its condition when new but will not pay more than We would have if the Plant or Machinery or other property insured had been completely destroyed.
- (2) (1) above includes the additional cost of reinstating the Plant or Machinery or other property insured by this Section necessary to comply with any
  - (a) European Union Legislation
  - (b) Act of Parliament
  - (c) Bye laws of any public authority.

We will not indemnify You in respect of

- (a) costs incurred
    - (i) in respect of Damage not insured by this Section.
    - (ii) where notice was served on You before the Damage occurred.
    - (iii) where an existing requirement must be completed within a stipulated period.
    - (iv) in respect of Plant or Machinery or other property insured which has not suffered Damage.
  - (b) any charge or assessment arising from capital appreciation following compliance with any legislation or Bye law.
  - (3) the Plant or Machinery or other property may be replaced on another site in a manner suitable to Your needs but this must not increase Our liability.
  - (4) all work must begin and be carried out as quickly as possible.
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We will not make any payment under this clause where

- (a) the parts necessary for repairs are not available at the manufacturers listed prices in which case We will pay for the cost of an equivalent repair to similar property for which parts are available at manufacturers listed prices
- (b)
  - (i) the normal working environment of the Plant or Machinery is a yard, an open sided building, a compound or other open space unless for the purpose of providing effluent, electricity, gas, heating, water or other building services for The Premises
  - (ii) the other property is insured by the Lifted Goods Endorsement or is stock in trade or is in the process of manufacture

in which case the basis of settlement will be indemnity.

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**Damage to Surrounding Property – boiler and pressure plant**

We will indemnify You in respect of Damage to Plant or Machinery and other property belonging to You or in Your custody or control arising from Explosion or Collapse of boiler and pressure Plant or Machinery.

The maximum We will pay in respect of any one claim is £250,000.

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**Debris Removal**

We will indemnify You in respect of costs and expenses incurred with Our consent, for

- (1) removal of debris
- (2) dismantling or demolishing
- (3) shoring or propping

of the Plant or Machinery or other property which has suffered Damage insured under this Section.

We will not indemnify You in respect of costs and expenses

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

The maximum We will pay in respect of any one claim is £25,000.

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**Loss Avoidance Measures**

We will indemnify You in respect of reasonable costs and expenses incurred by You to mitigate Damage to the Plant or Machinery which would otherwise be inevitable provided that

- (a) the impending Damage does not stem from any reasonably foreseeable or gradually developing cause and We are satisfied that Damage has been avoided or mitigated as a result of the measures taken.
- (b) the policy terms exceptions clauses and conditions shall apply as if Damage had occurred.

The maximum We will pay in respect of any one claim is £25,000.

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**Repair Investigation Costs**

When agreed by Us, We will indemnify You in respect of any repair investigation costs including consulting engineer's fees necessarily and reasonably incurred in the repair or replacement of Equipment provided Damage has occurred.

The maximum We will pay in respect of any one claim is £25,000.

We will not indemnify You in respect of the costs of preparing a claim.

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**Supplementary Expenses**

We will, at Our discretion, pay additional costs and expenses incurred as a result of

- (1) temporarily repairing Damage to Plant or Machinery and
- (2) ensuring the Damage to Plant or Machinery is repaired as soon as possible.

The maximum We will in respect of any one claim is £25,000.

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**Temporary Hire of Replacement Plant or Machinery**

We will indemnify You in respect of costs and expenses incurred with Our consent for the temporary hire or rental of replacement Plant or Machinery following Damage which is insured under this Section.

We will not indemnify You in respect of any hire or rental costs incurred in the first 48 hours immediately following Damage.

The maximum We will pay in respect of any one claim is £25,000.

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**Temporary Removal**

We will indemnify You in respect of Damage to Plant or Machinery whilst temporarily removed for a period not exceeding six months anywhere in the world including transit for the purposes of The Business or for cleaning, renovating or repair.

The maximum We will pay in respect of any one claim for Damage to Plant or Machinery during transit by sea or air is £100,000.

Section Exception (2) does not apply to this clause.

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**Exceptions**

*The following exceptions apply to this Section in addition to the Policy Exceptions at the back of this policy.*

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We will not indemnify You in respect of

- (1) the Excess stated in The Schedule.  
We will deduct the Excess in respect of any claim or all claims arising out of one cause. If more than one Excess is stated in The Schedule the highest amount will apply.
- (2) Damage caused by or consisting of
  - (a) fire, lightning or explosion (except Explosion as defined in this Section) (b) aircraft or aerial devices or articles dropped from them
  - (b) storm, flood or inundation from the sea
  - (c) escape of water from any tank apparatus or pipe
  - (d) subsidence, ground heave or landslip
  - (e) theft or attempted theftregardless of any other contributory cause.
- (3) the cost of remedying or repairing
  - (a) gradual deterioration or wear and tear.
  - (b) gradually developing defects, flaws, deformation, distortion, cracks or partial fractures.
  - (c) loose parts or defective joints or seams unless caused directly by overheating brought about by shortage of water in Plant or Machinery which is subject to steam or fluid pressure.

However We will indemnify You for any consequent Damage to Plant or Machinery insured under this Section.

- (4) the cost of any maintenance work.
- (5) Damage directly or indirectly caused by or contributed to or arising from
  - (a) any test, experiment or routine inspection.
  - (b) the imposition of abnormal working conditions including intentional overloading unless occurring without Your knowledge or consent.
- (6) Damage caused by or contributed to or arising from
  - (a) disappearance.
  - (b) unexplained or inventory shortage.
- (7) Damage caused by the use of one or more cranes unless the lifting operation complies fully with the requirements of BS7121 or any other British or International standard which may replace it.
- (8) any penalty
  - (a) for delay or detention.
  - (b) in connection with guarantees or performance or efficiency.
  - (c) for liquidated damages or consequential loss.
  - (d) for liability not specifically provided for by the Section.
- (9) tyres damaged by
  - (a) the application of brakes.
  - (b) punctures or bursts.
- (10) Damage caused by Your wilful act or wilful neglect.
- (11) Damage to experimental or prototype plant or machinery.
- (12) Damage caused by or consisting of the chipping of painted surfaces or scratching of any surfaces.
- (13) any Damage whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event contributing concurrently or in any other sequence to the loss
  - (a) Terrorism
  - (b) civil commotion in Northern Ireland
  - (c) any action taken in controlling preventing suppressing or in any way relating to (a) and/or (b) above.

Terrorism means

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

- harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm or damage by nuclear and/or chemical and/or biological and/or radiological means caused or occasioned by any person(s) or group(s) of persons or so claimed in whole or in part for political religious ideological or similar purposes.

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

<b>Conditions</b>	<i>The following conditions apply to this Section in addition to the Policy Conditions at the back of this policy.</i>
	If in relation to any claim You have failed to fulfil the following condition You will lose Your right to indemnity or payment for the claim.
<b>Maintenance</b>	You must maintain all Plant or Machinery in accordance with the manufacturer's recommendations.
<b>Option for Settlement</b>	We may at Our option <ul style="list-style-type: none"> <li>(a) repair, reinstate or replace any Plant or Machinery damaged, or</li> <li>(b) pay the amount of the Damage.</li> </ul> We will not indemnify You in respect of <ul style="list-style-type: none"> <li>(i) temporary repairs carried out without Our consent.</li> <li>(ii) the cost of any alterations, additions, improvements or overhauls carried out when any repair is undertaken.</li> </ul>
<b>Our Rights</b>	If Damage occurs which may lead to a claim, We may take possession of, or require to be delivered to Us Plant or Machinery which We will deal with in a reasonable manner without incurring liability or reducing Our rights. We will not indemnify You in respect of Damage if You or anyone acting on Your behalf <ul style="list-style-type: none"> <li>(i) do not comply with Our requirements.</li> <li>(ii) hinder or obstruct Us.</li> </ul> You are not entitled to abandon property to Us.
<b>Suspension of Cover</b>	We may suspend cover by notice in writing to You until any requirement We have stipulated has been completed by You. Cover will only be reinstated following written notice by Us. If cover is suspended We will refund a proportionate part of the premium.

## Asset Protection Employee Dishonesty

<b>Definitions</b>	<i>The following definitions apply to this Section in addition to the Policy Definitions at the front of this policy and keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.</i>
<b>Aviva Group Company</b>	All subsidiaries from time to time of Aviva plc or any holding company thereof and any subsidiary of such holding company.
<b>Cheque</b>	Cheque, draft, promissory note, bill of exchange, or similar written promise, order or direction to pay a fixed amount which is shown on the document.
<b>Cheque Fraud</b>	Any act of Forgery or fraudulent alteration of, on or in any Cheque made or drawn by You against an account You hold with a financial institution located within the Geographical Limits to pay a specified third party or purporting to have been made or drawn as set out above.
<b>Computer Fraud</b>	The intentional taking of Insured Property by fraudulent use of computer hardware, systems, software or program operated by You.
<b>Discovery Period</b>	The period of 24 months commencing on the Termination Date.
<b>Electronic Instructions</b>	Electronic instructions issued from a terminal or computer on Your premises to a bank or financial institution at which You hold an account directing them to make a payment for a fixed amount from Your account to the account of a third party.
<b>Employee</b>	<ul style="list-style-type: none"> <li>(1) A Member of Staff.</li> <li>(2) Any person while working under Your control in connection with The Business who is <ul style="list-style-type: none"> <li>(a) under a work experience or training scheme.</li> <li>(b) working exclusively for You and for no other party under a contract for services as a consultant having previously been employed by You.</li> <li>(c) supplied to You by any agency furnishing temporary personnel on a temporary or contingent basis.</li> </ul> </li> </ul>

	(3) Any person included in (1) or (2) above for a period not exceeding 30 days immediately following the termination of such person's services.
<b>Excess/Excesses</b>	The amount or amounts shown in Your policy or The Schedule which You must bear for each and every claim.
<b>Facsimile Instructions</b>	Instructions sent from a facsimile or other machine which scans a document, sends it electronically over a telephone or other telecommunications network so that a facsimile can be printed on receipt, to a bank or financial institution at which You hold an account directing them to make a payment using an electronic funds transfer system for a fixed amount from Your account to the account of a third party.
<b>Forgery/Forged</b>	The signing of the name of one person by another person with the intent to deceive but not (1) the signing of a person's name signed by that person with or without authority in any capacity for any purpose, or (2) genuinely signed instruments which are false as to contents.
<b>Funds Transfer Fraud</b>	Electronic Instructions, Facsimile Instructions, Telephone Instructions or Written Instructions which purport to have been sent, issued, given or transmitted by You but were in fact fraudulently sent, issued, given or transmitted by someone else without your knowledge or consent.
<b>Geographical Limits</b>	Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.
<b>Improper Gain</b>	Improper financial benefit (1) to the Employee, or (2) to any other person or organisation intended by that Employee to receive such benefit. Salaries, commission, fees or other benefits earned or paid in the normal course of employment or service are not improper financial benefits.
<b>In Collusion</b>	Where two or more people are involved or implicated together or where they assist each other materially.
<b>Inadvertent Breach</b>	Any failure by any Employee to comply with any part of Your Procedures which was without Your knowledge or consent or the knowledge or consent of any of Your Principals or other officers but only if You can conclusively demonstrate that You  (1) had communicated the relevant Procedures in writing to all Employees in Roles With Responsibility, and (2) instructed all Employees in Roles With Responsibility of their duty to comply with and ensure compliance with Your Procedures.
<b>Insured Party</b>	You and the entities detailed in Clause 7 Other Parties having the benefit of Cover and any other entities named on The Schedule.
<b>Insured Property</b>	Money or other property (1) belonging to You, or (2) owned by another for which You (a) have taken physical control, and (b) are legally responsible.
<b>Member of Staff</b>	Any person under a full time, part time or temporary contract of service or apprenticeship with You in the ordinary course of Your business and whom You remunerate by salary, wages or commissions and have the right to govern and direct in the performance of such service.
<b>Money</b>	The policy Definition of Money and monetary balances held to Your credit by a financial institution.
<b>One Claim</b>	All loss or losses caused by any Employee or any other person or in which the Employee or other person is acting In Collusion either resulting from a single act, event or occurrence or any number of acts, events or occurrences irrespective of when they occur and who suffers the loss.
<b>Principal</b>	Any person who is an owner, partner, director or trustee who is not also a Member of Staff in some other capacity.
<b>Procedures</b>	The Controls and Reference Procedures.
<b>Reference Date</b>	The earlier of (1) the commencement date of the Section Period, or (2) the commencement date of any previous section, policy or cover issued by any Aviva Group Company and in respect of which Extension Interlocking Clause, is in force.
<b>References</b>	Written or fully documented verbal references obtained directly from (1) to (4) below in respect of

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Members of Staff engaged on or after the Reference Date and for the period of two years immediately preceding the commencement of employment of the Member of Staff with You

- (1) previous employers in respect of any period(s) of employment confirming the dates and honesty of the Member of Staff.

Where the previous employer is no longer trading We will accept confirmation of the dates of employment from the administrator, liquidator or equivalent as a reference. If this is unavailable we will accept a copy of some form of independent evidence of the dates of employment (e.g. payslips, P60) which may be received directly from the Member of Staff.

Where the previous employer is HM Forces We will accept as a reference a copy taken by You of the original discharge papers received from the Member of Staff showing the dates of service.

- (2) the accountant or solicitor or a professional person with relevant knowledge in respect of any period(s) of self employment confirming the dates and honesty of the Member of Staff.
  - (3) the school, college etc. in respect of any period(s) of full-time education confirming the dates and not indicating dishonesty by the Member of Staff.
  - (4) the Job Centre or equivalent in respect of any period(s) of unemployment of the Member of Staff including confirmation of the dates.
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**Reference Procedures**

Your procedures to obtain References.

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**Role With Responsibility**

Any role to which any of the following applies

- (a) that involves handling Money, payments, orders, statements of account or stock.
  - (b) that involves having update and amendment access to accounting and stock recording systems.
  - (c) in Your accounts, information technology, information systems or computer departments.
  - (d) with a supervisory, management or directorial content.
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**Role Without Responsibility**

Any role which is not a Role with Responsibility.

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**Satisfactory References**

For a Reference to be satisfactory

- (1) You must obtain it directly from the referee unless stated to the contrary in this Section.
- (2) You must specifically request from any previous employer confirmation of the honesty of the Member of Staff and should follow up any reference if honesty is ignored in the response. If, in the original response or in the follow up, the referee states that, in general, they do not provide references in respect of former employees We will consider the response to be a Reference for the purposes of this Section provided that the refusal to comment on honesty is not obviously particular to the individual and the reference confirms the period of employment involved.

For References in respect of a particular Member of Staff to be satisfactory

- (3) in total they should cover at least the period of two years immediately preceding the commencement of employment of the Member of Staff with You. If Extension Interlocking Clause, applies the period involved will be as specified in the prior insurance.
  - (4) the maximum acceptable period between two consecutive references without a further reference for the gap should be 28 days. If You cannot obtain a reference for any period You must obtain evidence of what the Member of Staff was doing which must not indicate dishonesty (e.g. for overseas travel the evidence might be a copy of the passport).
  - (5) where a new Member of Staff is returning to work after an extended period (e.g. after raising a family) You should obtain a personal reference from a person, unrelated to the Member of Staff. The reference should confirm that the referee is not related, the period involved, any other circumstances and the honesty of the Member of Staff.
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**Section Period**

In respect of the cover or any applicable extension, the entire period during which the cover or extension remains in force, from its inception to its Termination Date irrespective of the number of years or Periods of Insurance involved.

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**Subsidiary Company**

Any company or other entity which You own more than 50% of and over which You retain management control.

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**Telephone Instructions**

Person to person verbal instructions over a telephone or telecommunications network made to a bank or financial institution at which You hold an account directing them to make a payment using an electronic funds transfer system for a fixed amount from Your account to the account of a third party.

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**Termination Date**

The date upon which cover ceases under this Section or in respect of any part of the cover the earlier date upon which cover ceases for that part.

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**Terrorism**

Any act or acts including but not limited to

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- (1) the use or threat of force and/or violence and/or
  - (2) harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm or damage by nuclear and/or chemical and/or biological and/or radiological means
- caused or occasioned by any person(s) or group(s) of persons or so claimed in whole or in part for political, religious, ideological or similar purposes.
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## The Controls

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<b>Audit</b>	Independent professional accountants or auditors will examine Your accounts, and those of each Subsidiary Company and other Insured Party, at least every 12 months.
<b>Cash balances, Floats and Petty Cash</b>	The amount of cash balances, floats and petty cash will be laid down and will be subject to a physical check against supporting documents by a Principal or by someone other than the Employees responsible at least every month.
<b>Cheque Issue</b>	<p>In respect of this item of The Controls the definition of Cheque is extended to include other instruments for the operation of Your bank accounts</p> <ol style="list-style-type: none"><li>(a) Cheques will only be signed after they have been fully completed.</li><li>(b) Unless signed by a Principal all manually prepared Cheques with a value over £5,000 will be signed by at least two authorised signatories.</li><li>(c) If Cheques are prepared and signed by computer or machine<ol style="list-style-type: none"><li>(i) dual control will be exercised over the operation.</li><li>(ii) at least one further manual signature will be applied where the value of the Cheque exceeds £25,000.</li><li>(iii) supporting documentation will be examined and authorised prior to signing by computer or machine.</li></ol></li><li>(d) All signatories, including Principals, will examine the supporting documentation against the Cheque prior to signing.</li></ol>
<b>Computer Security</b>	<ol style="list-style-type: none"><li>(a) All update and amendment access to computer systems and programs containing accounting, stock and other valuable records will be protected by passwords. Passwords will be chosen by and confidential to the user and will be changed at least every 90 days.</li><li>(b) If You allow dial-up, internet or other external access to Your computer systems You will protect them with firewalls and anti-virus software which You will update regularly.</li></ol>
<b>Debtors</b>	<ol style="list-style-type: none"><li>(a) Where You allow credit, statements of account will be issued at least monthly. If the issue of statements involves any Employees who receive payments then all accounts including all suppressed and suspense accounts will be reviewed by a Principal or by someone other than the Employees responsible at least quarterly.</li><li>(b) Management action will be taken before an account becomes three months overdue.</li></ol>
<b>Funds Transfer Controls</b>	<ol style="list-style-type: none"><li>(a) Written Instructions to transfer funds will be signed in accordance with the Cheque Issue limits and procedures above</li><li>(b) In respect of funds transfers involving Electronic Instructions<ol style="list-style-type: none"><li>(ii) at least dual control will be imposed to ensure that no one Employee can complete a funds transfer payment from beginning to end.</li><li>(iii) all Employees involved will require unique passwords to access the terminal, computer or system. Passwords will be chosen by and confidential to the user and will be changed at least every 30 days.</li><li>(iv) password resets will be carried out by an Employee who does not have access to or other involvement in the fund transfer process.</li></ol></li><li>(c) In respect of all Telephone Instructions and Facsimile Instructions the bank or financial institution will be instructed to telephone a Principal or Employee other than the person who sent, issued, gave or transmitted, or purported to send, issue, give or transmit, the instructions to check that they are valid prior to transferring the funds.</li><li>(d) In all cases the banks will be required to confirm funds transfers in writing within 24 hours of the transfer. The confirmation should be checked against the source documentation within 48 hours of receipt and independently of any Employee involved in the payment process.</li><li>(e) You will comply with all process and security controls agreed with the bank or other financial institution, through which Your transfers are made.</li></ol>
<b>Money Received and Banking</b>	<ol style="list-style-type: none"><li>(a) Any Employee who receives or collects Money and/or Cheques in the course of their duties away from Your premises will be required to remit them to You at least every week.</li><li>(b) All Money and Cheques received by Employees at Your premises, including that remitted in (a) above, will be banked at least twice every week.</li></ol>
<b>Purchases</b>	In respect of purchases with a value of over £1,000, of machinery, equipment, goods, materials,

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services, contracts and sub-contracts, no one Employee will be able to perform the following three stages on their own

- (a) Order
- (b) certificate receipt or completion and
- (c) authorise payment.

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**Reconciliation**

All cash book entries will be checked by a Principal or by someone other than the Employees responsible at least monthly against bank statements, receipts and other supporting documentation and the balance tested against cash and un-presented Cheques.

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**Stock Control**

All stocks, including any raw materials and work in progress, will be subject to at least an annual physical check against verified stock records by a Principal or by someone other than the Employees responsible.

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**Wage-roll**

The cast of the payroll will be examined at least quarterly by someone other than the Employee responsible or by a Principal to check that the total amount drawn is correct and that there are no past or fictitious Employees included.

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**Written Instructions**

Original written instructions signed in accordance with Your appropriate bank mandate issued to a bank or financial institution at which You hold an account directing them to make a payment using an electronic fund transfer system for a fixed amount from Your account to the account of a third party including instructions to make one payment, payments at specified intervals or under specified conditions.

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**Cover**

We will indemnify You in respect of

- (1) loss of Insured Property which You
  - (a) sustain during the Section Period, and
  - (b) discover prior to the expiry of the Discovery Periodsolely and directly as a result of one or more act or acts of fraud or dishonesty committed by an Employee alone or acting In Collusion with the intent to cause You to sustain the loss and to obtain Improper Gain.
- (2) investigation costs, solely to substantiate the amount of any claim You make, which are incurred with Our written consent, including professional fees, but not salaries, wages or any similar expenditure.
- (3) the cost of reinstatement of electronic data with Our written consent if such data was destroyed, erased or stolen during the execution of a valid claim in respect of which payment has been made or agreed.

The maximum amount We will pay in the event of a claim is shown under Clause 1, Our Liability. The amount of any payment will be determined in accordance with the Basis of Settlement.

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**Exceptions**

*The following exceptions apply to this Section in addition to the Policy Exceptions at the back of this Policy.*

We will not indemnify You in respect of

- (1) loss caused by any Employee or in which any Employee is acting In Collusion
    - (a) who You do not have the right to supervise and direct.
    - (b) subsequent to discovery by You of actual or suspected dishonesty by that Employee.
    - (c) whose normal place of employment or service is outside the Geographical Limits.
    - (d) who You are unable to identify by name.
    - (e) who at the time of the loss legally or beneficially controls more than 5% of Your share or other capital.
  - (2) loss
    - (a) caused by any Principal or in which any Principal is acting In Collusion.
    - (b) sustained outside the Geographical Limits.
    - (c) the proof of which is dependent upon an inventory calculation or profit and loss calculation alone.
    - (d) of a consequential nature including but not limited to loss of potential income, interest and dividends and additional expenditure based on incorrect figures and reports.
    - (e) sustained as a result of or involving actual or threatened extortion.
    - (f) sustained by any associated company or joint venture unless specified in The Schedule.
  - (3) penalties and fines.
  - (4) malicious damage including computer viruses, worms, trojan horses and the like.
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- (5) loss of and/or damage to proprietary information, trade secrets, confidential processing methods, intellectual property or other confidential information of any kind.
- (6) loss resulting from or in connection with any automatic teller or cash-point machine at any of Your premises or for which You have any responsibility.
- (7) any loss or consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event
  - (a) Terrorism
  - (b) any action taken in controlling preventing suppressing or in any way relating to (a) above

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

- (8) the Excess.

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## Clauses

The following Clauses apply to this Section and any Extension applicable.

### (1) Our Liability

- (a) Our maximum liability in respect of One Claim, including any investigation fees and any costs of reinstatement of data, is the Limit of Indemnity shown in The Schedule.
- (b) Our liability applies in excess of the total amount of all Excesses applicable to any claim.
- (c) If, in the event of a claim, You are unable to produce References for a Member of Staff or every Member of Staff acting In Collusion Our maximum liability will be the lowest of
  - (i) 10% (one tenth) of the Limit of Indemnity shown in The Schedule
  - (ii) 10% (one tenth) of any lower limit applicable to the claim
  - (iii) £50,000.
- (d) Our maximum liability in respect of Cover item (2), investigation costs, is 10% (one tenth) of the total payment otherwise agreed under a claim subject to a maximum of £50,000.

### (2) Non-Accumulation of Liability

- (a) Our maximum liability in respect of any One Claim will be the Limit of Indemnity applicable to that claim no matter how many Periods of Insurance are involved. Our liability will not be cumulative from Period of Insurance to Period of Insurance.
- (b) If this Section replaces any section, policy, insurance, indemnity or bond and/or is replaced by any section, policy, insurance, indemnity or bond
  - (i) the maximum liability of all insurers involved in respect of One Claim will be the Limit of Indemnity applicable to that claim and no matter how many periods of insurance or insurers are involved. The liability of all insurers will not be cumulative from period of insurance to period of insurance or from insurer to insurer.
  - (ii) insured losses forming part of any claim will be apportioned to the appropriate insurer so that the earliest loss sustained is paid first and then losses will be settled in date order until the limit applicable to the claim is reached.

### (3) Application of The Excess

- (a) The Excess will apply to each claim under this Section
- (b) if any claim for losses that would have formed One Claim under this Section, had it been in force for the entire period of the losses, is partly recoverable under this Section and partly recoverable under any prior insurance and the prior insurance contains an excess The Excess applicable under this Section will be reduced by the amount of the excess applied to losses under the prior insurance, but only if,
  - (i) payment has been made or agreed under the prior insurance
  - (ii) the reduction will not exceed the amount of The Excess under this Section.

### (4) Changes to Limit of Indemnity and Excess

Any increase or reduction in either the Limit of Indemnity or The Excess will apply to all loss sustained after the effective date of the increase or reduction.

The date of any reduction in the Limit of Indemnity will be the Termination Date in respect of the amount by which the Limit of Indemnity is reduced.

### 5) References for Members of Staff

- (a) To benefit from the full Limit of Indemnity You will be required to produce Satisfactory References for all Members of Staff involved in any loss whose employment with You commenced on or after the Reference Date. See Clause Our Liability (1) (c) above.
  - (b) If after two year's employment with You in a Role Without Responsibility a Member of Staff is transferred or promoted to a Role With Responsibility, Clause Our Liability (1) (c) above will not apply and You will have the benefit of the Limit of Indemnity otherwise applicable in respect of that Member of Staff, but only if
    - (i) You were not aware of any dishonest act by that Member of Staff at any time prior to the transfer or promotion, and
    - (ii) any References obtained at the time of Employment
-

- are produced in the event of a claim
- did not contain any evidence or indication of dishonesty

If in the event of a claim losses are discovered that predate the promotion or transfer, Clause Our Liability (1) (c) above will apply in respect of any such losses.

- (c) If You did not obtain References when You first employed a Member of Staff We will allow You to obtain them in respect of any Member of Staff after the discovery of a loss but only if You can conclusively demonstrate that
- (i) Your failure to obtain References was an Inadvertent Breach, and
  - (ii) You would normally have obtained References for a Member of Staff in this type of role or at a similar level of responsibility.

**(6) Compliance with The Controls**

- (a) We will not be liable to pay any claim if You have not complied with and operated any one or more of The Controls which is material to any part of that claim unless You can conclusively demonstrate that this non-compliance was an Inadvertent Breach of The Controls.
- (b) If We pay or agree to pay any claim or part of any claim where You did not comply with or operate the Controls the amount of The Excess applicable to that claim will be increased by £5,000.

**(7) Other Parties having the benefit of Cover**

You will be indemnified under this Section against loss sustained by any

- (a) Subsidiary Company but only if it complies with all other terms and conditions of this Section and policy, and
- (i) is listed in The Schedule, or
  - (ii) Your details, provided to enable Us to assess the risk, include details in respect of all Subsidiary Companies.

The Employees of any Subsidiary Company will be deemed to be Your Employees and You will be responsible for ensuring compliance with all such terms and conditions.

- (b) Pension fund for which You are the sponsoring employer but only
- (i) if the fund complies with all other terms and conditions of this Section and policy, and
  - (ii) in respect of loss sustained as a result of the act or acts of Your Employees while working in connection with the fund and either under Your control or under the control of the trustees.

**(8) Section Replaces Previous Cover With Us**

If this Section replaces any previous section, policy or cover issued by an Aviva Group Company

- (a) the indemnity given by this Section will be in continuation of and not in addition to the indemnity given by the previous section, policy or cover.
- (b) provided Extension Interlocking Clause, is applicable under this policy all indemnity given to You by such previous section, policy or cover is cancelled, including any period for the discovery of claims and the Interlocking Clause under this Section will apply in respect of all losses discovered on or after the commencement date of the Section Period.

**(9) This Section Replaced by Cover With Us**

If this Section is replaced by a section, policy or cover issued by an Aviva Group Company to which an Interlocking Clause or similar applies, the Discovery Period under this Section will not apply and all indemnity given to You will be under the replacement section, policy or cover for all loss discovered on or after the date of replacement.

**(10) Clarification of You/Your/The Policyholder**

However You are described in The Schedule all Insured Parties will be treated as a whole, are a single insured and the individual, company, organisation or other entity whose name appears first in The Schedule will act for all Insured Parties whether they are named in The Schedule or not.

**(11) Knowledge Possessed**

Knowledge possessed by any Principal, director, partner, trustee or other officer of any Insured Party will constitute knowledge possessed by You.

**(12) Multiple Insured Parties Involved**

- (a) Our aggregate liability for loss or losses sustained by one or more Insured Party will not exceed the amount for which We would be liable if all losses had been sustained by one of them.
- (b) We will not be liable for loss sustained by one or more Insured Party to the advantage of any other Insured Party.

**(13) Recoveries**

If any amounts are recovered they will be distributed first to cover the costs of recovery then to You for the amount of Your loss in excess of the Limit of Indemnity then to Us for the amount paid under the claim and then to You for the amount of The Excess.

**(14) Employees property**

All Money, wages, salaries, bonds, deposits and other property in Your possession belonging to or owing to or in respect of an Employee who is the subject of a claim, including any amounts already recovered in respect of the claim must be deducted from the amount of Your claim.

**(15) Basis of Settlement**

- We will not be liable for more than
- (a) the lesser of



- (i) the market value of securities on the business day immediately preceding the day on which the loss is discovered
- (ii) the cost of replacing the securities.
- (b) the equivalent in UK currency (currently pounds sterling) of any other currency calculated at the rate of exchange applicable on the date of settlement. All payments hereunder will in the currency normally used by Us in respect of Our business in the UK.
- (c) the cost of labour for the transcription or copying of electronic data, which You will provide, in order to reinstate such data.
- (d) in respect of loss of other Insured Property the lesser of
  - (i) the value at the date of the loss
  - (ii) the cost of repairing

#### **(16) Claims Procedure**

- (a) Paragraph (b) of Policy Condition (4) Claims Procedure will not apply to losses sustained under this Section
- (b) A written claim as specified in paragraph (c) of Policy Condition (4) Claims Procedure will always be required and We will not be liable unless You additionally
  - (i) include the name and address of every Employee, and
  - (ii) include all References obtained in respect of every Member of Staff, and
  - (iii) make available to Us for inspection the personnel or human resources file of every Employee

involved or whom You accuse of involvement in any loss whether acting alone or acting In Collusion.

## Revenue Protection Business Interruption

### **Definitions**

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

### **Damage**

Physical loss, destruction or damage.

### **Cover**

In respect of each item in The Schedule, We will indemnify You in respect of any interruption or interference with The Business resulting from

- (i) Damage to property used by You at The Premises for the purpose of The Business occurring during the Period of Insurance caused by any of the following Contingencies and
- (ii) provided that such Damage is not excluded by the Property Damage Section of this policy.

The maximum We will pay in respect of any one claim is

- (a) for any Item, the Sum Insured stated in The Schedule
- (b) in aggregate, the Total Sum Insured unless stated otherwise in the Specification.

### **Contingencies**

#### **Theft**

- (1) Theft or attempted theft, or
- (2) Theft involving violence or threat of violence to You, Your partners, directors or Employees.

#### **Accidental Damage**

- (1) Any Damage not excluded by the terms of the Property Damage Section of this policy and
- (2) Damage not otherwise excluded by the terms of the Property Damage Section of this policy caused by Defined Contingencies (1) to (16) to
  - (a) boilers on The Premises
  - (b) glass, china, earthenware, marble or other fragile objects
  - (c) vehicles licensed for road use including accessories on or attached to them
  - (d) caravans or trailers
  - (e) railway locomotives or rolling stock
  - (f) watercraft or aircraft
  - (g) property in the course of construction including materials for use in the construction
  - (h) land, roads or pavements, piers, jetties, bridges, culverts or excavations
  - (i) livestock
  - (j) growing crops or trees.

#### **Subsidence**

Subsidence or ground heave of the site of The Premises or landslip.

### **Conditions**

*The following conditions apply to this Section in addition to the Policy Conditions at the back of this policy.*

#### **Alteration**

We will not indemnify You under this Section if

- 
- (a) The Policyholder
    - (i) agrees a composition or arrangement with creditors, or
    - (ii) agrees a proposal for a voluntary arrangement for a composition of debts or a scheme of arrangement approved in accordance with the Insolvency Act 1986 (or any successor act), or
    - (iii) has an application made under the Insolvency Act 1986 (or any successor act) to the court for the appointment of an administrator, or
    - (iv) has a winding up order made or a resolution for voluntary winding up passed (except for the purposes of amalgamation or reconstruction) or has a provisional liquidator, receiver, or receiver and manager of The Business duly appointed, or
    - (v) has an administrative receiver, as defined in the Insolvency Act 1986 (or any successor act), appointed or has possession taken by or on behalf of the holders of any debentures secured by floating charge or of any property comprised in or subject to the floating charge.
  - (b) Your interest ceases otherwise than by Your death.  
However, We will indemnify You if We agree otherwise in writing.
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### Claims Procedures

If in relation to any claim You have failed to comply with the following Claims Procedures You will lose Your right to indemnity under this Section.

You must

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

Renewal

Where it states in The Schedule that index linking applies, the amounts insured will be adjusted for movements in the Producer Price Index for Home Sales of Manufactured Products issued by the relevant government department or any alternative index specified by Us in Our reasonable opinion.

In the event of a negative index We will retain Your existing estimates, unless You advise Us otherwise.

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### Property Cover

We will not indemnify You under this Section unless

- (1) there is in force at the time of the Damage, an insurance policy covering Your interest in the property at The Premises for the Damage and
  - (2)
    - (i) payment has been made or liability admitted for such Damage or
    - (ii) payment would have been made or liability would have been admitted for such Damage but for the exclusion of losses below a stated amount in such insurance policy.
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### Subrogation Rights Waiver

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

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

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

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### Payments on Account

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

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### Exceptions

*The following exceptions apply to this Section in addition to the Policy Exceptions at the back of this policy.*

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We will not indemnify You in respect of

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

However, We will indemnify You in respect of

- (a) such Damage which itself results from a cause not otherwise excluded
  - (b) subsequent Damage which is not otherwise excluded.
-

- (2) erasure or distortion of Data unless caused by Damage to the equipment on or in which the Data is processed or recorded.
- (3) any Damage whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event contributing concurrently or in any other sequence to the loss
  - (a) Terrorism
  - (b) civil commotion in Northern Ireland
  - (c) any action taken in controlling, preventing, suppressing, or in any way relating to (a) and/or (b) above.

Terrorism means

- (i) in respect of Damage occurring in England, Wales and Scotland only (but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987 nor the Isle of Man or the Channel Islands) acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence Her Majesty's government in the United Kingdom or any other government de jure or de facto
- (ii) in respect of Damage occurring in any territory not specified in (i) above any act or acts including but not limited to
  - the use or threat of force and/or violence and/or
  - harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm or damage by nuclear and/or chemical and/or biological and/or radiological means
  - caused or occasioned by any person(s) or group(s) of persons or so claimed in whole or in part for political, religious, ideological or similar purposes.

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

- (4) any Damage to Computer and Electronic Equipment, Failure or Loss of Data resulting directly or indirectly from, or in connection with
  - (i) Virus or Similar Mechanism,
  - (ii) Denial of Service Attack,
  - (iii) unauthorised access to or use of Computer and Electronic Equipment.

However, We will indemnify You in respect of subsequent Damage to property used by You for the purposes of The Business at The Premises caused by or resulting from Defined Contingencies (1) to (11), (13) and (15) which is not otherwise excluded.

## Revenue Protection Business Interruption Extensions

### Extensions

The insurance by Item Insured Profit or Revenue of this Section, is extended to include Damage during the Period of Insurance

- (1) at the premises or situations
- or

- (2) to the property

described below, which results in interruption or interference with The Business.

The amount or limits stated in each Extension below are inclusive of any amounts payable under the provisions of any Clauses.

### Prevention of Access

Property or premises within one mile of the boundary of The Premises, which directly results in a reduction in the Turnover or Revenue as insured by this Section) of The Business.

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

We will not indemnify You for any interruption or interference lasting less than 12 consecutive hours.

The maximum We will pay in respect of any one Period of Insurance will be £50,000

### Loss of Attraction - Unspecified

Property within one mile of the boundary of The Premises which physically prevents or restricts access to or use of The Premises. We will not indemnify You for any interruption or interference lasting less than 12 consecutive hours.

The maximum We will pay in respect of any one Period of Insurance will be £50,000.

## Revenue Protection Business Interruption Additional Contingencies

### Additional Contingencies

The insurance by Item Insured Profit or Revenue is extended to include interruption or

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interference with The Business during the Period of Insurance, which results from the Additional Contingencies described below.

Provided that

- (1) The Additional Contingencies do not apply in respect of any Business Interruption Extension.

The amounts or limits stated in each Extension below are inclusive of any amounts payable under the provisions of any Clauses.

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#### **Failure of Electricity Supply**

The accidental failure of Your supply of electricity at the terminal ends of Your suppliers feed to The Premises.

The maximum We will pay in respect of any one Period of Insurance will be £50,000 for Failure of Electricity Supply.

We will not indemnify You in respect of any accidental failure

- (1) caused by the deliberate act of any supplier of electricity
  - (2) caused by the exercise of any supplier of electricity's power to withdraw or restrict supply or services
  - (3) caused by any industrial action
  - (4) other than at premises in England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man
  - (5) lasting less than four hours but this will not apply in respect of accidental failure resulting from Damage to any generating station or sub station of Your supplier(s) of electricity, in England, Wales, Scotland, Northern Ireland, the Channel Islands, the Isle of Man or France
  - (6) lasting more than 7 consecutive days for failure resulting from accidental means other than Damage to any generating sub station of Your supplier of electricity in England, Wales, Scotland, Northern Ireland, the Channel Islands, the Isle of Man or France.
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#### **Failure of Gas Supply**

The accidental failure of Your supply of gas at the terminal ends of Your suppliers feed to The Premises.

The maximum We will pay in respect of any one Period of Insurance will be £50,000 for Failure of Gas Supply.

We will not indemnify You in respect of any accidental failure

- (1) caused by the deliberate act of any supplier of gas
  - (2) caused by the exercise of any supplier of gas's power to withdraw or restrict supply or services
  - (3) caused by any industrial action
  - (4) other than at premises in England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man
  - (5) lasting less than four hours but this will not apply in respect of accidental failure resulting from Damage to any land based premises of
    - (a) Your supplier(s) of gas  
and
    - (b) any natural gas producer directly linked to Your supplier(s) of gas, in England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man
  - (6) lasting more than 7 consecutive days for failure resulting from accidental means other than Damage to any land based premises of Your supplier(s) of gas and any natural gas producer directly linked to Your supplier(s) of gas in England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man.
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#### **Failure of Water Supply**

The accidental failure of Your supply of water at the terminal ends of Your suppliers feed to The Premises.

The maximum We will pay in respect of any one Period of Insurance will be £50,000 for Failure of Water Supply.

We will not indemnify You in respect of any accidental failure

- (1) caused by the deliberate act of any supplier of water
- (2) caused by the exercise of any supplier of water's power to withdraw or restrict supply or services
- (3) caused by any industrial action
- (4) caused by drought or other weather conditions unless equipment has been damaged
- (5) other than at premises in England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man

lasting less than four hours but this will not apply in respect of accidental failure resulting from Damage to any water works or pumping station of Your supplier(s) of water, in England, Wales,

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Scotland, Northern Ireland, the Channel Islands or the Isle of Man

- (6) lasting more than 7 consecutive days for failure resulting from accidental means other than Damage to any water works or pumping station of Your supplier(s) of water in England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man.

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**Failure of Floodlights,  
Underground Heating and  
Computerised Turnstiles**

The failure of the floodlights, underground heating and/or computerised turnstiles to operate correctly at The Premises following the accidental failure of Your supply of electricity at the terminal ends of Your suppliers feed to The Premises.

The maximum We will pay in respect of any one Period of Insurance will be £50,000.

We will not indemnify You in respect of any accidental failure

- (1) caused by the deliberate act of any supply authority
- (2) caused by the exercise of any supply authority's power to withdraw or restrict supply or services
- (3) caused by any industrial action
- (4) other than at Premises in England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man.

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**Failure of  
Telecommunications**

The accidental failure of Your supply of telecommunications and internet services at the incoming line terminals or receivers at The Premises.

The maximum We will pay for any one loss will be

- (a) £100 for each day in respect of any one failure,
- (b) £2,500 in respect of all failures in any one Period of Insurance, unless any other limit is shown in The Schedule for Failure of Telecommunications.

We will not indemnify You in respect of any accidental failure

- (1) caused by the deliberate act of any supplier of telecommunications and Internet services
- (2) caused by the exercise of any supplier of telecommunications and internet services power to withdraw or restrict supply or services
- (3) caused by any industrial action
- (4) caused by drought
- (5) caused by atmospheric or weather conditions but this will not exclude accidental failure due to Damage to equipment caused by such conditions
- (6) other than at Premises in England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man
- (7) caused by failure of any satellite

lasting less than 24 consecutive hours but this will not apply in respect of accidental failure resulting from any land based premises of Your supplier(s) of telecommunications and internet services, in England, Scotland, Northern Ireland, the Channel Islands or the Isle of Man

- (8) lasting more than 7 consecutive days unless the failure results from accidental means other than Damage at any land based premises of Your supplier(s) of telecommunications and internet services in in England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man.

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**Lottery Winners**

An Employee or group of Employees resigning from his/her or their post(s) within The Business as a direct consequence of their securing a win in a Lottery.

We will only pay the additional costs and/or expenses You incur, including but not limited to

- (1) recruitment and additional overtime costs
- (2) the cost of employing temporary staff for amounts in excess of permanent full time rates of payment.

We will not indemnify You unless

- (1) the Employee or group of Employees resign within 14 days from the date of the successful Lottery win, and
- (2) the amount won by any one Employee is not less than £100,000.

For the purposes of this Additional Contingency

- (1) Indemnity Period means the period during which The Business results are affected due to an Employee or group of Employees resigning from his/her or their post(s) within The Business as a direct consequence of their securing a win in a Lottery, starting from the date of the first resignation and ending no later than the Maximum Indemnity Period.
- (2) Maximum Indemnity Period – One month.

The maximum We will pay in respect of any one Period of Insurance will be £50,000.

For the purposes of this Additional Contingency extension only, Lottery means

- UK National Lottery Prize Draws including Scratchcards.
  - UK National Football Pools.
  - Euro Millions Lottery.
  - Irish National Lottery.
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- UK Premium Bond Prize Draws.

## Essential Personnel

- (1) Death of any of Your Principals
- (2) or total and permanent disablement of any of Your Principals, which prevents them from attending to their normal occupation,

due to injury caused by accidental and violent means.

We will only pay the additional costs and/or expenses You necessarily and reasonably incur solely to prevent or limit a reduction in Turnover (or Revenue, Fees, or Rentals as insured by this Section,) during the Indemnity Period which but for such additional costs and/or expenses would have taken place.

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

### Definition

For the purposes of Essential Personnel, the following Definition applies.

### Principals

Any person who is an owner, partner, company director or trustee of The Business.

## Revenue Protection Business Interruption - Clauses

### Business Interruption Clauses

*The following clauses apply to this Section*

#### Salvage Sale

If following Damage, giving rise to a claim under this Section, You hold a salvage sale during the Indemnity Period, Paragraph (a) of the Basis of Settlement in respect of Insured Profit is amended so that We will pay in respect of reduction in Turnover the sum produced by applying the Rate of Insured Profit to the amount by which, due to Damage the Standard Turnover exceeds the Turnover during the Indemnity Period (less the Turnover for the period of the salvage sale) from which sum shall be deducted the Insured Profit actually earned during the period of the salvage sale.

#### Departments

If You conduct The Business in departments and independent trading results are obtainable, the Basis of Settlement of the Insured Profit item will apply separately to each department affected by the Damage.

If the insurance is not on a declaration linked basis, if the Sum Insured by the Insured Profit item is less than the total of all the sums produced by applying the Rate of Insured Profit for each department of The Business (whether affected by the Damage or not) to its relative Annual Turnover (proportionately increased where the Maximum Indemnity Period exceeds 12 months), You will be Your own insurer for the difference and bear a rateable share of the loss.

## Revenue Protection Business Interruption - Endorsements

### Business Interruption Endorsements

*The following endorsements only apply to this Section if stated in The Schedule*

#### Additional Increased Cost of Working

We will pay the additional expenditure necessarily and reasonably incurred due to the Damage solely for the purpose of avoiding or diminishing the reduction in Turnover (or Revenue, Fees or Rentals as insured by this Section) during the Indemnity Period and which exceeds the amount recoverable as an increase in cost of working, under this Section.

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

## Revenue Protection Business Interruption

### Item

Insured Profit Sum Insured stated in The Schedule.

### Definitions

*The following definitions apply to this Specification in addition to the definitions stated in this Section and the Policy Definitions at the front of this policy and keep the same meaning wherever they appear in the Specification.*

### Insured Profit

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

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

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

### Indemnity Period

The period during which The Business results are affected due to the Damage, beginning with the date of the Damage and ending not later than the Maximum Indemnity Period.

<b>Maximum Indemnity Period</b>	The number of months stated in The Schedule
<b>Rate of Insured Profit</b>	Insured Profit earned on and expressed as a percentage of Turnover, during the financial year immediately before the date of the Damage.
<b>Annual Turnover</b>	The Turnover during the 12 months immediately before the date of the Damage.
<b>Standard Turnover</b>	<p>The Turnover during that period in the 12 months immediately before the date of the Damage which corresponds with the Indemnity Period.</p> <p>Rate of Insured Profit, Annual Turnover and Standard Turnover may be adjusted to reflect any trends or circumstances which</p> <p>(a) affect The Business before or after the Damage</p> <p>(b) would have affected The Business had the Damage not occurred.</p> <p>The adjusted figures will represent as near as possible the results which would have been achieved during the same period had the Damage not occurred.</p>
<b>Turnover</b>	<p>Money paid or payable to You for</p> <p>(a) goods sold and delivered</p> <p>(b) services provided</p> <p>in course of The Business at The Premises</p>
<b>Uninsured Working Expenses</b>	<p>(a) purchases of materials for production or re-sale (less any discounts received)</p> <p>(b) discounts allowed and</p> <p>(c) any additional Uninsured Working Expenses stated in The Schedule.</p> <p>The words and expressions used in this definition will have the meaning usually attached to them in Your books and accounts.</p>
<b>Notes</b>	<ol style="list-style-type: none"> <li>All terms in this Section exclude Value Added Tax to the extent that You are accountable to the Tax Authorities for Value Added Tax.</li> <li>Any adjustment made for current cost accounting will be ignored.</li> </ol>
<b>Basis of Settlement</b>	<p>This insurance is limited to loss of Insured Profit due to</p> <p>(a) reduction in Turnover and</p> <p>(b) increase in cost of working.</p> <p>We will pay</p> <p>(i) in respect of reduction in Turnover: the sum produced by applying the Rate of Insured Profit to the amount by which due to the Damage, the Standard Turnover exceeds the Turnover during the Indemnity Period</p> <p>(ii) in respect of increase in cost of working: any additional expense You necessarily and reasonably incur solely to prevent or limit a reduction in Turnover during the Indemnity Period which but for such additional expenses would have taken place due to the Damage. We will not pay more than the amount produced by applying the Rate of Insured Profit to the reduction in Turnover avoided by the expenditure</p> <p>less any savings during the Indemnity Period in business charges or expenses, payable out of Insured Profit, which reduce or cease due to the Damage.</p> <p>If at the time of the Damage the Sum Insured is less than the sum produced by applying the Rate of Insured Profit to the Annual Turnover (proportionately increased where the Maximum Indemnity Period exceeds 12 months), You will be Your own insurer for the difference and bear a rateable share of the loss.</p>
<b>Clauses</b>	<i>The following Clauses apply to this specification.</i>
<b>Alternative Premises</b>	The Turnover during the Indemnity Period will include any money paid or payable to You during the Indemnity Period for goods sold or services provided elsewhere than at The Premises.
<b>Auditors and Professional Accountants</b>	<p>We will pay Your auditor's and professional accountant's reasonable charges for</p> <p>(a) producing information We require for investigating any claim and</p> <p>(b) confirming the information is in accordance with Your business books.</p> <p>The maximum We will pay for any claim, including auditor's and professional accountant's charges, is the Sum Insured.</p>
<b>Automatic Reinstatement</b>	<p>The Sums Insured stated in The Schedule will not be reduced by the amount of any claim unless We or You give written notice to the contrary.</p> <p>However, You must pay the additional premium required to reinstate the Sum Insured.</p>

<b>Return Premium</b>	<p>We will allow a return premium for the Period of Insurance where</p> <p>(a) You provide Us with a professional accountant's declaration of Insured Profit earned in Your financial year most closely corresponding to that Period of Insurance and</p> <p>(b) the declared figure (proportionately increased where the Maximum Indemnity Period exceeds 12 months) is less than the Sum Insured.</p> <p>The adjustment will be based on the difference between the declared figure (proportionately increased where necessary) and the Sum Insured.</p> <p>The maximum We will repay is 50% of the premium paid by You for the Period of Insurance.</p> <p>We will not return premium for any reduction in Insured Profit which is entirely due to a claim.</p>
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## Revenue Section Business Interruption

<b>Item</b>	Revenue Sum Insured stated in The Schedule.
<b>Definitions</b>	<i>The following definitions apply to this Specification in addition to the definitions stated in this Section and the Policy Definitions at the front of this policy and keep the same meaning wherever they appear in the Specification</i>
<b>Annual Revenue</b>	The Revenue during the 12 months immediately before the date of the Damage..
<b>Standard Revenue</b>	<p>The Revenue during that period in the 12 months immediately before the date of the Damage which corresponds with the Indemnity Period.</p> <p>Annual Revenue and Standard Revenue may be adjusted to reflect any trends or circumstances which</p> <p>(a) affect The Business before or after the Damage</p> <p>(b) would have affected The Business had the Damage not occurred.</p> <p>The adjusted figures will represent, as near as possible, the results which would have been achieved during the same period had the Damage not occurred.</p>
<b>Indemnity Period</b>	The period during which The Business results are affected due to the Damage, beginning with the date of the Damage and ending no later than the Maximum Indemnity Period.
<b>Maximum Indemnity Period</b>	The number of months stated in The Schedule, unless amended in any Additional Contingency.
<b>Revenue</b>	The money paid or payable to You for services provided in the course of The Business at The Premises.
<b>Notes</b>	<ol style="list-style-type: none"> <li>All terms in this Section exclude Value Added Tax to the extent that You are accountable to the Tax Authorities for Value Added Tax.</li> <li>Any adjustment made for current cost accounting will be ignored.</li> </ol>
<b>Basis of Settlement</b>	<p>This insurance is limited to loss of Revenue due to</p> <p>(a) reduction in Revenue</p> <p>and</p> <p>(b) increase in cost of working.</p> <p>We will pay</p> <p>(i) in respect of reduction in Revenue</p> <p>the amount by which due to the Damage, the Standard Revenue exceeds the actual Revenue during the Indemnity Period</p> <p>(ii) in respect of increase in cost of working</p> <p>any additional expense You necessarily and reasonably incur solely to prevent or limit a reduction in Revenue during the Indemnity Period which but for such additional expense would have taken place due to the Damage. We will not pay more than the reduction avoided by the expenditure</p> <p>less any savings during the Indemnity Period in business charges or expenses, payable out of Revenue, which reduce or cease due to the Damage.</p> <p>If at the time of the Damage the Sum Insured is less than the Annual Revenue (proportionately increased where the Maximum Indemnity Period exceeds 12 months), You will be Your own insurer for the difference and bear a rateable share of the loss.</p>
<b>Clauses</b>	The following Clauses apply to this Specification.
<b>Alternative Premises</b>	The Revenue during the Indemnity Period will include any money paid or payable to You during the Indemnity Period for goods sold or services provided elsewhere than at the Premises.
<b>Auditors and Professional Accountants</b>	<p>We will pay Your auditor's and professional accountant's reasonable charges for</p> <p>(a) producing information We require for investigating any claim and</p>



(b) confirming the information is in accordance with Your business books.  
The maximum We will pay for any claim, including auditor's and professional accountant's charges, is the Sum Insured.

**Automatic Reinstatement** The Sums Insured stated in The Schedule will not be reduced by the amount of any claim unless We or You give written notice to the contrary. However, You must pay the additional premium required to reinstate the Sum Insured.

## Revenue Section Business Interruption

<b>Item</b>	Increase in Cost of Working Sum Insured stated in The Schedule
<b>Definitions</b>	<i>The following definitions apply to this Specification in addition to the definitions stated in this Section and the Policy Definitions at the front of this policy and keep the same meaning wherever they appear in the Specification.</i>
<b>Indemnity Period</b>	The period during which The Business results are affected due to the Damage, beginning with the date of the Damage and ending not later than the Maximum Indemnity Period.
<b>Maximum Indemnity Period</b>	The number of months stated in The Schedule.
<b>Maximum Limit</b>	The result of dividing the Sum Insured, for Increase in Cost of Working, by the number of separate buildings at all of The Premises.
<b>Remainder Limit</b>	The Maximum Limit less any sum paid or payable for loss during the first three months of the Indemnity Period.
<b>Remainder Period</b>	The Maximum Indemnity Period less three months.
<b>Basis of Settlement</b>	We will pay Your additional expenditure which has been reasonably and necessarily incurred, as a result of the Damage, to continue The Business during the Indemnity Period. The maximum amount We will pay will not exceed <ol style="list-style-type: none"><li>(1) during the first three months of the Indemnity Period 25% of the Maximum Limit</li><li>(2) for each subsequent month of the Indemnity Period the proportion of the Remainder Limit which the one month bears to (a) the Remainder Period or (b) nine months whichever is the longer,</li></ol> less any savings in such expenditure during the Indemnity Period which reduce or cease due to the Damage. The maximum amount We will pay for any one building is the Maximum Limit.
<b>Clauses</b>	<i>The following Clauses apply to this specification.</i>
<b>Auditors and Professional Accountants</b>	We will pay Your auditor's and professional accountant's reasonable charges for <ol style="list-style-type: none"><li>(a) producing information We require for investigating any claim and</li><li>(b) confirming the information is in accordance with Your business books.</li></ol> The maximum We will pay for any claim, is the Sum Insured stated in The Schedule.

## Revenue Section Book Debts

<b>Definitions</b>	<i>The following definitions apply to this Section, in addition to the Policy Definitions at the front of this policy, and keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.</i>
<b>Customers' Accounts</b>	Your accounts for all customers who trade with You on a credit or hire purchase basis.
<b>Damage</b>	Physical loss, destruction or damage.
<b>Cover</b>	In respect of the item in The Schedule, We will indemnify You in respect of any loss, directly due to Damage by the Contingency set out below occurring during the Period of Insurance to Your books of account, and other business books or records at The Premises. The maximum We will pay in respect of any one claim is <ol style="list-style-type: none"><li>(1) for any Item, the Sum Insured stated in The Schedule</li><li>(2) in aggregate, the Total Sum Insured unless stated otherwise.</li></ol>
<b>Contingency</b>	
<b>All Risks</b>	<ol style="list-style-type: none"><li>(1) Any Damage not excluded by the terms of the Property Damage Section of this policy and</li><li>(2) Damage not otherwise excluded by the terms of the Property Damage Section of this policy caused by Defined Contingencies (1) to (16) to<ol style="list-style-type: none"><li>(a) boilers on The Premises</li></ol></li></ol>

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

## **Basis of Settlement**

- (1) This insurance is limited to loss of Book Debts due to Damage.
- We will pay
- (a) the difference between
    - (i) the Book Debts and
    - (ii) the total of the amounts received or traced
  - (b) the additional expenditure incurred with Our consent in tracing and establishing customers' debit balances after the Damage
- provided that if the Sum Insured by this item be less than the Book Debts the amount payable shall be proportionately reduced.
- (2) If We require any information to verify a claim Your professional accountants at the time of the claim may produce and report details contained in business books or records. Their report will be accepted as prima facie evidence of the details.
- We will pay Your professional accountant's charges for
- (a) producing information We require for investigating any claim and
  - (b) confirming the information in accordance with Your business books.
- The maximum We will pay for any claim, including professional accountant's fees, will not exceed
- (1) is the Sum Insured on each item, or
  - (2) the Total Sum Insured, or
  - (3) any other maximum amount payable or Limit of Liability specified in The Schedule.
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## **Clauses**

*The following clauses apply to this Section.*

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### **Automatic Reinstatement**

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

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

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### **Temporary Removal**

We will indemnify You in respect of loss, as insured by this Section, resulting from Damage occurring within England, Wales and Scotland, the Republic of Ireland, Northern Ireland, the Channel Islands or the Isle of Man to Your books of account, other business books or records whilst temporarily removed to any premises occupied by persons acting on Your behalf or whilst in transit.

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## **Exceptions**

*The following exceptions apply to this Section in addition to the Policy Exceptions at the back of this policy.*

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We will not indemnify You in respect of

- (1) Damage caused by the deliberate act of a supply undertaking in withholding the supply of water, gas, electricity, fuel or telecommunications services.  
However, We will indemnify You in respect of
  - (a) such Damage which itself results from a cause not otherwise excluded
  - (b) subsequent Damage which is not otherwise excluded.
- (2) erasure or distortion of Data unless caused by Damage to the equipment on or in which the Data is processed or recorded.
- (3) any Damage whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event contributing concurrently or in any other sequence to the loss
  - (a) Terrorism
  - (b) civil commotion in Northern Ireland
  - (c) any action taken in controlling, preventing, suppressing, or in any way relating to (a) and/or (b) above.

Terrorism means

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

- (ii) in respect of Damage occurring in any territory not specified in (i) above any act or acts including but not limited to
- the use or threat of force and/or violence and/or
  - harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm or damage by nuclear and/or chemical and/or biological and/or radiological means
- caused or occasioned by any person(s) or group(s) of persons or so claimed in whole or in part for political, religious, ideological or similar purposes.

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

- (4) in respect of any Damage to Computer and Electronic Equipment, Failure or Loss of Data resulting directly or indirectly from, or in connection with
- (i) Virus or Similar Mechanism,
  - (ii) Denial of Service Attack,
  - (iii) unauthorised access to or use of Computer and Electronic Equipment.

However, We will indemnify You in respect of subsequent Damage to property used by You for the purposes of the Business at The Premises caused by or resulting from Defined Contingencies (1) to (11), (13) and (15) which is not otherwise excluded.

- (5) theft of business records where You, Your partners, directors or Employees or any member of Your household is involved as principal or accessory.
- (6) theft from any Unattended Vehicle.
- (7) fraud, trick or deception.
- (8) the deliberate falsification of business records.
- (9) mislaying or misfiling of business records, clerical errors or omissions, wear and tear, gradual deterioration, rust, damp, mildew or vermin, mould or fungus.

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## Conditions

The following conditions apply to this Section in addition to the Policy Conditions at the back of this policy.

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## Alteration

We will not indemnify You under this Section if

- (a) The Policyholder
- (i) agrees a composition or arrangement with creditors, or
  - (ii) agrees a proposal for a voluntary arrangement for a composition of debts or a scheme of arrangement approved in accordance with the Insolvency Act 1986 (or any successor act), or
  - (iii) has an application made under the Insolvency Act 1986 (or any successor act) to the court for the appointment of an administrator, or
  - (iv) has a winding up order made or a resolution for voluntary winding up passed (except for the purposes of amalgamation or reconstruction), or has a provisional liquidator, receiver, or receiver and manager of The Business duly appointed, or
  - (v) has an administrative receiver, as defined in the Insolvency Act 1986 (or any successor act), appointed or has possession taken by or on behalf of the holders of any debentures secured by floating charge or of any property comprised in or subject to the floating charge.
- (b) Your interest ceases otherwise than by Your death.
- However, We will indemnify You if We agree otherwise in writing.

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## Claims Procedures

If in relation to any claim You have failed to comply with the following Claims Procedures You will lose Your right to indemnity under this Section.

You must

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

#### **Subrogation Rights Waiver**

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

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

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

#### **Payments on Account**

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

#### **Data Storage**

If in relation to any claim for Damage to the Property Insured caused by any of the Defined Contingencies You have failed to fulfil any of the following conditions You will lose Your right to indemnity or payment for that claim.

You must store data, software or programs and maintain adequate back up copies by backing up

- (1) the original disks or media and storing in a fire resistant data safe or in a secure location away from The Premises
- (2) the data produced by the software or programs not less than once every seven days or any other period agreed by Us. The integrity of the data backup must be validated using operating system routines or checks produced by the software supplier.

## **Revenue Section Business Interruption Machinery**

#### **Definitions**

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

#### **Accidental Damage**

Accidental damage to Property Insured by any external cause not otherwise excluded. Accidental Damage does not include Breakdown or Collapse. However, Accidental Damage does include any consequent Damage caused by Breakdown or Collapse which is not otherwise excluded.

#### **Breakdown**

- (1) The breaking, distortion or burning out of any part of the Property Insured which occurs while the Property Insured is being used normally, arising from
  - (a) any mechanical or electrical defect in the Property Insured
  - (b) any sudden and unforeseen failure of any insured boiler or pressure plant
- (2) the complete severance of a rope
- (3) fracturing or distortion of any part of the Property Insured by frost including any resultant loss of cooling, lubricating or insulating, refrigerant or brine.

#### **Collapse**

The sudden and dangerous distortion of any part of the Property Insured caused by the crushing stress by force of steam or fluid pressure. Collapse does not include distortion by pressure or ignition of flue gases.

#### **Damage**

Physical loss, destruction or damage to Property Insured used by You at The Premises for the purpose of The Business.

#### **Europe**

The member countries of the European Union and the European Free Trade Association.

#### **Property Insured**

Plant and machinery owned by You and for which You are responsible stated in The Schedule.

#### **Cover**

*We will indemnify You in respect of any interruption or interference with The Business as a result of Damage to Property Insured occurring during the Period of Insurance caused by the following Contingency.*

#### **Contingencies**

Any Damage not excluded by the terms of the Engineering Breakdown Section of this policy.

#### **Conditions**

*The following conditions apply to this Section in addition to the Policy Conditions at the back of this policy.*

#### **Alteration**

- We will not indemnify You under this Section if
- (a) The Policyholder
    - (i) agrees a composition or arrangement with creditors, or
    - (ii) agrees a proposal for a voluntary arrangement for a composition of debts or a scheme of arrangement approved in accordance with the Insolvency Act 1986 (or any successor act), or

- (iii) has an application made under the Insolvency Act 1986 (or any successor act) to the court for the appointment of an administrator, or
  - (iv) has a winding up order made or a resolution for voluntary winding up passed (except for the purposes of amalgamation or reconstruction), or has a provisional liquidator, receiver, or receiver and manager of The Business duly appointed, or
  - (v) has an administrative receiver, as defined in the Insolvency Act 1986 (or any successor act), appointed or has possession taken by or on behalf of the holders of any debentures secured by floating charge or of any property comprised in or subject to the floating charge.
- (b) Your interest ceases otherwise than by Your death.  
However, We will indemnify You if We agree otherwise in writing.

#### Claims Procedures

If in relation to any claim You have failed to comply with the following Claims Procedures You will lose Your right to indemnity under this Section.

You must

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

#### Maintenance

If in relation to any claim You have failed to comply with the following Condition You will lose Your right to indemnity under this Section.

You must maintain all Property Insured in accordance with the manufacturer's recommendations.

#### Property Cover

We will not indemnify You in respect of any Damage insured by this Section unless

- (a) there is in force at the time of the Damage, an insurance policy covering Your interest in the Property Insured at The Premises for the Damage and
- (b)
  - (i) payment has been made or liability admitted for such Damage or
  - (ii) payment would have been made or liability would have been admitted for such Damage but for the exclusion of losses below a stated amount in such insurance policy.

#### Suspension of Cover

We may suspend cover by notice in writing to You until any requirement We have stipulated has been completed by You. Cover will only be reinstated following written notice by Us.

If cover is suspended We will refund a proportionate part of the premium.

## Revenue Section Business Interruption Machinery Insured Profit Sum Insured Basis Specification

#### Basis of Cover

Estimated Insured Profit stated in The Schedule.

#### Definitions

*The following definitions apply to this Specification in addition to the definitions stated in this Section and the Policy Definitions at the front of this policy and keep the same meaning wherever they appear in the Specification.*

#### Insured Profit

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

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

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

#### Indemnity Period

The period during which The Business results are affected due to the Damage, beginning with the date of the Damage and ending no later than the Maximum Indemnity Period.

#### Maximum Indemnity Period

The number of months stated in The Schedule unless amended in any Additional Contingency.

#### Rate of Insured Profit

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

#### Annual Turnover

The Turnover during the 12 months immediately before the date of the Damage.

<b>Standard Turnover</b>	<p>The Turnover during that period in the 12 months immediately before the date of the Damage which corresponds with the Indemnity Period.</p> <p>Rate of Insured Profit, Annual Turnover and Standard Turnover may be adjusted to reflect any trends or circumstances which</p> <ul style="list-style-type: none"> <li>(i) affect The Business before or after the Damage</li> <li>(ii) would have affected The Business had the Damage not occurred.</li> </ul> <p>The adjusted figures will represent, as near as possible, the results which would have been achieved during the same period had the Damage not occurred.</p>
<b>Turnover</b>	<p>Money paid or payable to You for</p> <ul style="list-style-type: none"> <li>(a) goods sold and delivered</li> <li>(b) services provided</li> </ul> <p>in course of The Business at The Premises.</p>
<b>Uninsured Working Expenses</b>	<ul style="list-style-type: none"> <li>(a) Purchases (less any discounts received)</li> <li>(b) discounts allowed and</li> <li>(c) any additional Uninsured Working Expenses stated in The Schedule.</li> </ul> <p>The words and expressions used in this definition will have the meaning usually attached to them in Your books and accounts.</p>
<b>Notes</b>	<ol style="list-style-type: none"> <li>1. All terms in this Section exclude Value Added Tax to the extent that You are accountable to the Tax Authorities for Value Added Tax.</li> <li>2. Any adjustment made for current cost accounting will be ignored.</li> </ol>
<b>Basis of Settlement</b>	<p>The insurance on Insured Profit is limited to loss due to</p> <ul style="list-style-type: none"> <li>(a) reduction in Turnover and</li> <li>(b) increase in cost of working.</li> </ul> <p>We will pay</p> <ul style="list-style-type: none"> <li>(i) in respect of reduction in Turnover: <ul style="list-style-type: none"> <li>the sum produced by applying the Rate of Insured Profit to the amount by which, due to the Damage, the Standard Turnover exceeds the Turnover during the Indemnity Period</li> </ul> </li> <li>(ii) in respect of increase in cost of working: <ul style="list-style-type: none"> <li>any additional expense You necessarily and reasonably incur solely to prevent or limit a reduction in Turnover during the Indemnity Period which but for such additional expense would have taken place due to the Damage. We will not pay more than the amount produced by applying the Rate of Insured Profit to the reduction in Turnover avoided by the expenditure</li> </ul> </li> </ul> <p>less any savings during the Indemnity Period in business charges or expenses, payable out of Insured Profit, which reduce or cease due to the Damage.</p> <p>If at the time of the Damage the Sum Insured is less than the sum produced by applying the Rate of Insured Profit to the Annual Turnover (proportionately increased where the Maximum Indemnity Period exceeds 12 months), You will be Your own insurer for the difference and bear a rateable share of the loss.</p>
<b>Exceptions</b>	<p>The following exceptions apply to this Specification.</p> <p>(Also refer to the Policy Exceptions at the back of this policy booklet).</p> <p>We will not indemnify You in respect of</p> <ol style="list-style-type: none"> <li>(1) Damage caused by or consisting of <ul style="list-style-type: none"> <li>(a) fire, lightning or explosion</li> <li>(b) aircraft or aerial devices or articles dropped from them</li> <li>(c) storm, flood or inundation from the sea</li> <li>(d) escape of water from any tank apparatus or pipe</li> <li>(e) subsidence, ground heave or landslip</li> <li>(f) theft or attempted theft</li> </ul> <p>regardless of any contributory cause.</p> </li> <li>(2) Damage caused by <ul style="list-style-type: none"> <li>(a) gradual deterioration, erosion, corrosion or wear and tear</li> <li>(b) gradual developing defects, flaws, deformation, distortion, cracks or partial fractures</li> <li>(c) loose parts or defective joints or seams unless caused directly by overheating brought about by shortage of water in the Property Insured which is subject to steam or fluid pressure.</li> </ul> </li> </ol>

However, We will indemnify You for any subsequent Damage to Property Insured under this Section.

- (3) Breakdown or derangement of any item of Property Insured that has not completed a period of one month's trouble free operation.
- (4) Damage to
  - (a) non-metallic or refractory linings
  - (b)
    - (i) cutting edges or extrusion heads
    - (ii) moulds, patterns or dies
    - (iii) heating elements
    - (iv) cables, ropes, belts or chains
  - (c) supporting or enclosing structures, foundations, masonry or brickwork
  - (d) any power unit, used only for road or site mobility, where Damage is caused solely by Breakdown
  - (e)
    - (i) office equipment
    - (ii) spare partsunless caused by other Damage for which We have admitted liability.
- (5) Damage caused by chemical reaction or ignition of the contents of the Property Insured.
- (6) Interruption to or interference with the Business lasting less than the Franchise Period shown in The Schedule.

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## Clauses

*The following Clauses apply to this Specification.*

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### Accumulated Stocks

If after Damage the Turnover is temporarily maintained from accumulated stocks of raw materials, work in progress or finished goods then an allowance will be made when calculating the amount payable to You.

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### Alternative Premises

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

---

### Auditors and Professional Accountants

We will pay Your auditor's and professional accountant's reasonable charges for

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

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

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### Automatic Reinstatement

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

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

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### Departmental Trading

If you conduct The Business in departments and independent trading results are obtainable, the Basis of Settlement of the Insured Profit item will apply separately to each department affected by the Damage.

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### Payments on Account

Payments on account will be made if requested where We have admitted liability.

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### Temporary Removal and Transit

We will pay You for loss of Insured Profit due to

- (a) reduction in Turnover and
- (b) Increase in Cost of Working

resulting from interruption or interference to the Business caused by Damage to the Property described in the Schedule whilst temporarily removed from the Situation for a period of up to three months to anywhere in Europe including whilst in transit but excluding transportation of Property Insured under its own power.

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### Uninsured Working Expenses

Any increase in cost of working payment will take into account any Uninsured Working Expenses (having been deducted in arriving at the Insured Profit) which have not reduced in proportion to the reduction in Turnover.

We will calculate any such payment on the basis of the proportion that the Insured Profit bears to the Insured Profit and the total Uninsured Working Expenses.

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## Revenue Section Loss of Licence (Revenue Basis)

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### Definitions

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

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### Indemnity Period

The period during which The Business results are affected due to the Loss of Licence, beginning with the date of the loss and ending no later than

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- 
- (1) the date the Licence is reinstated  
or
  - (2) the date Your interest ceases due to the disposal of The Premises  
or
  - (3) the Maximum Indemnity Period  
whichever is the earlier.
- 

**Licence** The licence or licences stated in The Schedule

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**Loss of Licence** (1) Forfeiture due to licensing regulations  
(2) Refusal to renew by the licensing authority  
due to causes beyond Your control

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**Maximum Indemnity Period** 12 months

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**Revenue** Money paid or payable to You for goods sold or services provided in the course of The Business at The Premises.

---

**Standard Revenue** The Revenue during that period in the 12 months immediately before the date of the Loss of Licence which corresponds with the Indemnity Period.  
Standard Revenue may be adjusted to reflect any trends or circumstances which

- (1) affect The Business before or after the Loss of Licence.
- (2) would have affected The Business had the Loss of Licence not occurred.

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

---

**Cover** In the event of Loss of Licence, We will indemnify You in respect of either

- (1) (a) reduction in Revenue  
and  
(b) increase in cost of working.  
We will pay
  - (i) in respect of reduction in Revenue  
the amount by which due to the Loss of Licence, the Standard Revenue exceeds the actual Revenue during the Indemnity Period
  - (ii) in respect of increase in cost of working  
any additional expense You necessarily and reasonably incur solely to prevent or limit a reduction in Revenue during the Indemnity Period which but for such additional expense would have taken place due to the Loss of Licence. We will not pay more than the reduction avoided by the expenditure.  
We will also pay any costs and expenses, incurred with Our written consent where You appeal against the Loss of Licence.  
less any savings during the Indemnity Period in business charges or expenses, payable out of Revenue, which reduce or cease due to the Loss of Licence.
- (2) if You are unable to obtain a Licence for a period of 12 months and You dispose of The Premises We will indemnify You in respect of the reduction in the value of Your interest in
  - (a) The Premises  
or
  - (b) The Business

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

---

**Notes**

1. All terms in this Section exclude Value Added Tax to the extent that You are accountable to the Tax Authorities for Value Added Tax.
2. Any adjustment made for current cost accounting will be ignored.

---

**Clauses** *The following Clauses apply to this Section.*

---

**Alternative Premises** The Revenue during the Indemnity Period will include any money paid or payable to You during the Indemnity Period for goods sold or services provided elsewhere than at The Premises

---

**Auditors and Professional Accountants** We will pay Your auditor's and professional accountant's reasonable charges for

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

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The maximum We will pay for any claim, including auditor's and professional accountant's charges, is the Sum Insured.

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## Exceptions

The following exceptions apply to this Section in addition to the Policy Exceptions at the back of this policy.

We will not indemnify You

- (1) where You can obtain statutory compensation for Loss of Licence
  - (2) where Loss of Licence arises out of
    - (a) any town or country planning, improvement or redevelopment
    - (b) compulsory purchase or surrender
    - (c) reduction or redistribution of licenses
    - (d) a change in the law.
- 

## Conditions

*The following conditions apply to this Section in addition to the Policy Conditions at the back of this policy.*

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## Alteration

We will not indemnify You under this Section if

- (1) The Policyholder
  - (a) agrees a composition or arrangement with creditors,  
or
  - (b) agrees a proposal for a voluntary arrangement for a composition of debts or a scheme of arrangement approved in accordance with the Insolvency Act 1986 (or any successor act),  
or
  - (c) has an application made under the Insolvency Act 1986 (or any successor act) to the court for the appointment of an administrator,  
or
  - (d) has a winding up order made or a resolution for voluntary winding up passed (except for the purposes of amalgamation or reconstruction), or has a provisional liquidator, receiver, or receiver and manager of The Business duly appointed,  
or
  - (e) has an administrative receiver, as defined in the Insolvency Act 1986 (or any successor act), appointed or has possession taken by or on behalf of the holders of any debentures secured by floating charge or for any property comprised in or subject to the floating charge.
- (2) Your interest ceases otherwise than by Your death.

However, We will indemnify You if We agree otherwise in writing

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## Change in Risk

If in relation to any claim You have failed to comply with any of the following conditions, You will lose Your right to indemnity or payment for that claim.

You must notify Us in writing immediately You become aware of

- (1) a change in tenancy or management of The Premises
  - (2) a transfer or proposed transfer of the Licence
  - (3) a complaint against The Premises or the control of The Premises
  - (4) any action against the
    - (a) Licence holder
    - (b) manager
    - (c) tenant or other occupier of The Premisesfor any breach of the licensing law, or any other matter where the integrity of the person concerned is brought into question.
  - (5) objection to renewal of the Licence, or other reasons which could endanger the Licence or its renewal.
- 

## Notification

If in relation to any claim You have failed to comply with any of the following conditions, You will lose Your right to indemnity or payment for that claim.

In the event of Loss of Licence, You must inform Us in writing within 24 hours. You are also required to provide any assistance or information We may request.

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# Asset and Revenue Protection Terrorism

## Definitions

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

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## Act of Terrorism

Acts of persons acting on behalf of, or in connection with, any organisation which

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carries out activities directed towards the overthrowing or influencing, by force or violence, of HM Government in the United Kingdom or any other government de jure or de facto.

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**Computer System** A computer or other equipment or component or system or item which processes stores transmits or receives Data.

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**Covered Loss** All losses arising under any of the Heads of Cover as a result of damage to or the destruction of Property occurring during the Period of Insurance in the Territory, the proximate cause of which is an Act of Terrorism.

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

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

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**Excess** The amount(s) specified in this Section and The Schedule which We will deduct from each and every claim at each separate location. The amount(s) to be deducted after the application of any Average condition.

---

**Hacking** Unauthorised access to any Computer System, whether Your property or not.

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**Heads of Cover** Any of the following types of direct insurance cover

- (1) Buildings and completed structures
- (2) Other property
- (3) Business Interruption
- (4) Book Debts

insured under this policy.

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**Individual** Any person other than

- (1) a company, association, public body or partnership unless the partnership is not set up for the purpose of a business
- (2) a sole trader, trustee or body of trustees provided that the property insured is not solely occupied as a private residence of the sole trader or of either a trustee or beneficiary of the trust. If however, the property is a private dwelling house or a self-contained unit insured as part of a block of units (i.e. a block of flats), and is occupied as a private residence by any of the trustee(s) or any beneficiary of the trust, or sole trader(s), it will be considered that the property is insured in the name of the individual
- (3) a person insuring property which is the subject of a trust or of an executorship of a will unless some part of it is:
  - (a) occupied by a beneficiary or a trustee of the trust in question, or by a beneficiary or an executor of the will in question; or
  - (b) located in premises owned by any such person,and the commercially occupied proportion of the property does not exceed 20%
- (4) an individual insuring property that is of sole commercial use
- (5) an individual insuring property where the commercially occupied proportion of the property exceeds 20%.

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Where two or more persons have arranged insurance on a private residence or private property in their several names, and/or the name of The Policyholder includes the name of a bank, building society or other financial institution for the purpose of noting their interest in the property insured, then such persons will be deemed to be an Individual in respect of that private residence or private property.

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**Nuclear Installation** Any installation of such class or description as may be prescribed by regulations made by the relevant Secretary of State (or any successor relevant authority) from time to time by statutory instrument, being an installation designed or adapted for

- (1) the production or use of atomic energy;
- (2) the carrying out of any process which is preparatory or ancillary to the production or use of atomic energy and which involves or is capable of

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- causing the emission of ionising radiations; or
- (3) the storage, processing or disposal of nuclear fuel or of bulk quantities of other radioactive matter, being matter which has been produced or irradiated in the course of the production or use of nuclear fuel.
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**Nuclear Reactor**

Any plant (including any machinery, equipment or appliance, whether affixed to land or not) designed or adapted for the production of atomic energy by a fission process in which a controlled chain reaction can be maintained without an additional source of neutrons.

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**Phishing**

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

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**Property**

For the purposes of this Section only, all property whatsoever, but excluding:

- (1) any land or building which is occupied as a private residence or any part thereof which is so occupied, unless
    - (a) insured under the same contract of direct insurance as the remainder of the building which is not a private residence or
    - (b) not insured in the name of an Individual
  - (2) any Nuclear Installation or Nuclear Reactor and all fixtures and fittings situated thereon and attached thereto and all pipes wires cables drains or other conduits or service media of any description which are affixed or connected to or in any way serve such Nuclear Installation or Nuclear Reactor.
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**Territory**

England and Wales and Scotland (but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987 nor the Channel Islands, the Isle of Man or Northern Ireland).

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**Treasury**

The Lords Commissioners of HM Treasury from time to time or any successor relevant authority.

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**Virus or Similar Mechanism**

Program code, programming instruction or any set of instructions constructed with the purpose and ability, or purposely used, to damage, interfere with, adversely affect, infiltrate or monitor computer programs, Computer Systems, Data or operations, whether involving self-replication or not.

The definition of Virus or Similar Mechanism includes but is not limited to trojan horses worms and logic bombs and the exploitation of bugs or vulnerabilities in a computer program to damage, interfere with, adversely affect, infiltrate or monitor as above.

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**Cover**

We will indemnify You in respect of a Covered Loss during the Period of Insurance subject to the provisions set out below.

The maximum We will pay in any one Period of Insurance will not exceed the limit of liability or Sum Insured for each of the Heads of Cover specified in the Section of this policy.

In any action, suit or proceedings where We allege that any loss is not covered by this Section, You must prove that the loss is covered.

This Section is subject to all the Definitions, Conditions and Clauses of the Sections where the Heads of Cover are insured. If there is conflict between this Section and the rest of the policy, this Section will prevail.

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**Conditions**

*The following conditions apply to this Section in addition to the Policy Conditions at the back of this policy.*

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- (1) We may cancel the cover provided by this Section by sending You 30 days written notice to Your last known address.

We will refund a proportionate part of any premium paid for the unexpired period provided that there has been no

  - (a) claim(s) made under this Section for which We have made a payment or which are still under consideration
  - (b) incident(s) which You are aware of and are likely to give rise to a claim which has already been or is yet to be reported to usduring the current Period of Insurance.

If in relation to any claim You have failed to fulfil any of the following conditions, We will not pay that claim.

You must

- (2) declare to Us all property and/or premises owned by You, or for which You are responsible, and, if applicable, all Business Interruption and Book Debt exposures, including all property and/or premises, Business Interruption and
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- 
- Book Debts of subsidiary companies
- (3) purchase Terrorism cover from a Pool Reinsurance Company Limited member company in respect of all
- (a) such property and/or premises and
  - (b) such Business Interruption and Book Debts
- unless We agree otherwise in writing.
- 

## Exceptions

We will not indemnify You in respect of any losses whatsoever

- (1) occasioned by riot, civil commotion, war, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, rebellion, revolution, insurrection or military or usurped power
- (2) unless and until the Treasury issues a certificate certifying the event or events in question to have been an Act of Terrorism, or, in the event of the Treasury refusing to issue such a certificate, a tribunal formed following reference by Pool Reinsurance Company Limited or the Treasury determines the event or events in question to have been an Act of Terrorism.
- (3) directly or indirectly caused by contributed to by or arising from or occasioned by or resulting from
  - (a) damage to or the destruction of any Computer System; or
  - (b) any alteration, modification, distortion, erasure or corruption of Data;in each case whether Your property or not, where such loss is directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from Virus or Similar Mechanism or Hacking or Phishing or Denial of Service Attack

### **Proviso to Exception (3)**

- (1) Covered Loss otherwise falling within Exception (3) will not be treated as excluded by Exception (3) solely to the extent that such Covered Loss:
  - (a) results directly (or, solely as regards (b) (iii) below, indirectly) from
    - (i) fire, explosion, flood, escape of water from any tank, apparatus or pipe (including any sprinkler system),
    - (ii) impact of aircraft or any aerial devices or articles dropped from them,
    - (iii) impact of any sea-going or water-going vessel or of any vehicle whatsoever or of any goods or cargo carried in or on such vessel or vehicle,
    - (iv) destruction of, damage to or movement of buildings or structures, plant or machinery other than any Computer System; and
  - (b) comprises:
    - (i) the cost of reinstatement, replacement or repair in respect of damage to or destruction of Property insured under any of the Heads of Cover; or
    - (ii) the amount of business interruption loss suffered directly by You by way of loss of or reduction in profits, revenue or turnover or increased cost of working and not by way of liability to any third party as a direct result of either damage to or destruction of Property insured under any of the Heads of Cover or as a direct result of denial, prevention or hindrance of access to or use of the Property insured under any of the Heads of Cover by reason of an Act of Terrorism causing damage to other Property within one mile of the Property insured under any of the Heads of Cover to which access is affected; or
    - (iii) the amount of loss caused by the cancellation, abandonment, postponement, interruption, curtailment or relocation of an event as a result of damage to or destruction of Property and any additional costs or charges reasonably and necessarily paid by You to avoid or diminish such loss; and
  - (c) is not proximately caused by an Act of Terrorism in relation to which the relevant organisation or any persons acting on behalf of or in

connection with that organisation are controlled by, acting on behalf of or part of any de jure or de facto government of any nation, country or state.

(2) For the purposes of this Proviso Property shall (additionally to those exclusions in the definition of Property below) exclude

(a) any money, currency, electronic cryptographic or virtual currency including Bitcoin or anything similar, negotiable or non-negotiable instruments, financial securities or any other financial instrument of any sort whatever, including anything referred to in the definition of "Money" as set out in this policy; and

(b) any Data.

(3) Notwithstanding the exclusion of Data from Property, to the extent that damage to or destruction of Property within the meaning of sub-paragraph (1) (b) above indirectly results from any alteration, modification, distortion, erasure or corruption of Data, because the occurrence of one or more of the matters referred to in sub-paragraph (1) (a) above results directly or indirectly from any alteration, modification, distortion erasure or corruption of Data, that shall not prevent cost or business interruption loss directly resulting from damage to or destruction of such Property and otherwise falling within sub-paragraphs (1) (a) and (1)(b) above from being recoverable under this Section.

In no other circumstances, however, will any loss or losses directly or indirectly caused by, contributed to by or arising from or occasioned by or resulting from any alteration, modification, distortion, erasure or corruption of Data be recoverable under this Section.

## Legal Liabilities Employers' Liability

### Definitions

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

### Bodily Injury

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

### Compensation

Damages, including interest.

### Costs and Expenses

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

### Terrorism

Any act or acts including but not limited to

- (1) the use or threat of force and/or violence and/or
- (2) harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm or damage by nuclear and/or chemical and/or biological and/or radiological means

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

### The Defined Territories

Great Britain, Northern Ireland, the Isle of Man, the Channel Islands or offshore installations within the Continental Shelf around such territories.

### The Insured

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

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

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

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

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#### **The Limit of Indemnity**

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

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#### **The Territorial Limits**

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

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

---

#### **Cover**

We will indemnify The Insured against

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

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

The maximum We will pay is The Limit of Indemnity.

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#### **Clauses**

*The following clauses apply to this Section.*

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#### **Additional Activities**

The Business includes

- (1) ownership, use and upkeep of Your premises.
  - (2) upkeep of vehicles and plant which are owned and used by You.
  - (3) canteen, social, sports, educational and welfare organisations for the benefit of any Employee.
  - (4) Your first aid, fire, security and ambulance services.
  - (5) Your participation in exhibitions.
  - (6) private work by any Employee, with Your prior consent, for You or for any director, partner or Employee of Yours.
- 

#### **Contractual Liability**

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

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

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#### **Cross Liabilities**

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

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

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#### **Legal Expenses arising from Corporate Manslaughter and Corporate Homicide Act 2007**

We will indemnify You in respect of

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

which arise from criminal proceedings for any offence as defined in Section 1 of the Corporate Manslaughter and Corporate Homicide Act 2007.

We will not provide indemnity

- (1) unless the proceedings relate to an actual or alleged offence committed during the Period of Insurance within The Defined Territories and in connection with The Business.
  - (2) in respect of proceedings which
    - (a) result from any deliberate act or omission by You.
    - (b) relate to any person other than an Employee.
  - (3) in respect of any
    - (a) fines.
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- (b) remedial or publicity orders or any steps required to be taken by such orders.
  - (4) where indemnity is provided by another insurance policy.
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#### **Legal Expenses arising from Health and Safety Legislation**

We will indemnify The Insured in respect of

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

which arise from any health and safety inquiry or criminal proceedings for any breach of the Health and Safety at Work etc Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978.

We will not provide indemnity

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

#### **Our Right of Recovery**

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

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

---

#### **Payment for Court Attendance**

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

The maximum We will pay for

- (1) You, each director or partner is           £500 per day.
  - (2) each Employee is                           £250 per day.
- 

#### **Unsatisfied Court Judgments**

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

Payment will only be made where

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

#### **Exceptions**

*The following exceptions apply to this Section in addition to the Policy Exceptions at the back of this policy.*

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We will not provide indemnity in respect of

- (1) work in or on and travel to, from or within any offshore
    - (a) accommodation, exploration, drilling or production rig or platform.
    - (b) support vessel.
  - (2) Bodily Injury sustained by any Employee when such person is
    - (a) carried in or upon a vehicle
    - (b) entering or getting on to, or alighting from, a vehiclewhere any road traffic legislation requires insurance or security.
  - (3)
    - (a) liquidated damages.
    - (b) penalty clauses.
    - (c) fines.
    - (d) aggravated, restitutionary, punitive or exemplary damages or any additional damages resulting from the multiplication of compensatory damages or other non-compensatory damages.
  - (4) any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event
    - (a) Terrorism
    - (b) any action taken in controlling, preventing, suppressing or in any way relating to (a) above
-

except as stated in **Special Provision - Terrorism** below

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

#### **Special Provision Terrorism**

Subject otherwise to the terms of the policy

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

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### **Conditions**

*The following condition applies to this Section in addition to the Policy Conditions at the back of this policy.*

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### **Premium Adjustment**

At renewal, where it is stated in The Schedule that index linking applies, the estimates upon which the premium is based will be adjusted for movements in The Average Weekly Earnings Index issued by the relevant government department or any alternative index specified by Us in Our reasonable opinion.

In the event of a negative index We will retain Your existing estimates, unless You advise Us otherwise.

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## **Legal Liabilities Public and Products Liability**

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### **Definitions**

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

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### **Asbestos**

Asbestos, asbestos fibres or any derivatives of asbestos.

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### **Bodily Injury**

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

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### **Compensation**

Damages, including interest.

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### **Costs and Expenses**

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

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### **Damage**

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

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### **Personal Injury**

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

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### **Pollution or Contamination**

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

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### **Products Supplied**

Anything which is

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

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

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### **Property**

Material property.

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<b>Terrorism</b>	<p>Any act or acts including but not limited to</p> <ol style="list-style-type: none"> <li>(1) the use or threat of force and/or violence and/or</li> <li>(2) harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm or damage by nuclear and/or chemical and/or biological and/or radiological means</li> </ol> <p>caused or occasioned by any person(s) or group(s) of persons or so claimed in whole or in part for political, religious, ideological or similar purposes.</p>
<b>The Defined Territories</b>	Great Britain, Northern Ireland, the Isle of Man, the Channel Islands or offshore installations within the Continental Shelf around such territories.
<b>The Insured</b>	<ol style="list-style-type: none"> <li>(1) You.</li> <li>(2) Your personal representatives in respect of legal liability You incur.</li> <li>(3) At Your request <ol style="list-style-type: none"> <li>(a) any director, partner or Employee of Yours</li> <li>(b) the officers, committees and members of Your <ol style="list-style-type: none"> <li>(i) canteen, social, sports, educational and welfare organisations</li> <li>(ii) first aid, fire, security and ambulance services</li> </ol> in their respective capacities as such</li> <li>(c) any principal for whom You are carrying out a contract, to the extent required by the contract conditions</li> <li>(d) those who hire plant to You to the extent required by the hiring conditions or the personal representatives of any of these persons</li> </ol> in respect of legal liability for which You would have been entitled to indemnity if the claim had been made against You.</li> </ol> <p>Each indemnified party will be subject to the terms of this Section so far as they apply. The total amount which We will pay will not exceed The Limit of Indemnity regardless of the number of parties claiming to be indemnified.</p>
<b>The Limit of Indemnity</b>	<p>The maximum amount, stated in The Schedule, which We will pay in respect of any one event or all events of a series consequent on or attributable to one original cause.</p> <p>In respect of</p> <ol style="list-style-type: none"> <li>(1) Products Supplied</li> <li>(2) Pollution or Contamination</li> </ol> <p>The Limit of Indemnity will apply to the total of all events happening in any one Period of Insurance.</p>
<b>The Territorial Limits</b>	Anywhere in the world in connection with The Business conducted by You from premises within The Defined Territories.
<b>The Works</b>	<p>All works completed or to be completed by You or on Your behalf including</p> <ol style="list-style-type: none"> <li>(1) all materials incorporated or to be incorporated</li> <li>(2) plant, tools, equipment and temporary buildings used or to be used</li> </ol> <p>for the period during which You are responsible under contract conditions.</p>
<b>Cover</b>	<p>We will indemnify The Insured against</p> <ol style="list-style-type: none"> <li>(1) legal liability to pay Compensation and</li> <li>(2) Costs and Expenses</li> </ol> <p>in respect of accidental</p> <ol style="list-style-type: none"> <li>(a) Personal Injury</li> <li>(b) Damage to Property</li> <li>(c) obstruction, trespass, nuisance or interference with any right of way, air, light or water</li> </ol> <p>which arises in connection with The Business and which happens during the Period of Insurance and within The Territorial Limits.</p> <p>The maximum We will pay is The Limit of Indemnity and any Costs and Expenses. However, in respect of any claim brought in</p> <ol style="list-style-type: none"> <li>(1) the United States of America or any territory within its jurisdiction</li> <li>(2) Canada</li> </ol> <p>the maximum We will pay, inclusive of Costs and Expenses, is The Limit of Indemnity.</p>
<b>Clauses</b>	<i>The following clauses apply to this Section</i>
<b>Additional Activities</b>	The Business includes

- 
- (1) ownership, use and upkeep of Your premises.
  - (2) upkeep of vehicles and plant which are owned and used by You.
  - (3) Your canteen, social, sports, educational and welfare organisations for the benefit of any Employee.
  - (4) Your first aid, fire, security and ambulance services.
  - (5) Your participation in exhibitions.
  - (6) private work by any Employee, with Your prior consent, for You or for any director, partner or Employee.
- 

#### **Buildings Temporarily Occupied**

We will indemnify The Insured in respect of legal liability for accidental Damage to premises (and their contents) temporarily occupied by The Insured for the purpose of carrying out The Business.

We will not provide indemnity in respect of Damage to

- (1) premises and their contents which You own or is loaned, leased, hired or rented to
    - (a) The Insured.
    - (b) any other party who is carrying out work on Your behalf.
  - (2) The Works.
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#### **Legal Expenses arising from Consumer Protection Act 1987 and Food Safety Act 1990**

We will indemnify The Insured in respect of

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

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

We will not provide indemnity

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

#### **Contractual Liability**

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

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

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#### **Cross Liabilities**

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

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

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#### **Data Protection**

We will indemnify The Insured in respect of

- (1) legal fees and defence costs
- (2) legal liability for Compensation to an individual, the subject of personal data The Insured holds and who suffers material or non-material damage caused by inaccuracy of data, loss of the data, unauthorised destruction or disclosure of the data

arising from proceedings brought against The Insured under Section 13 of the Data Protection Act 1998 or under Article 82 of the General Data Protection Regulation (Regulation (EU) 2016/679) or under any legislation implementing the General Data Protection Regulation or under any replacement legislation in respect of any of the foregoing.

The maximum We will pay for all claims happening during any one Period of Insurance is £1,000,000.

We will not provide indemnity in respect of

- (1) (a) Personal Injury other than as provided by this clause  
(b) Damage to Property  
(c) fraud, dishonesty, insolvency, financial default, conspiracy, conversion, deceit, intimidation, inducement of breach of contract, injurious falsehood or breach of confidence  
(d) libel, slander or defamation.
  - (2) consequential losses.
  - (3) liability as a result of You having authorised the destruction or disclosure of the data or which could reasonably have been expected to arise as a result of any other deliberate act or
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omission by You.

- (4) liability which arises solely by reason of the terms of any agreement or in respect of liquidated damages.
- (5) liability under any penalty clause or any fine or statutory payment.
- (6) legal costs or expenses or financial losses in respect of any order for rectification or erasure of data or requiring that data to be supplemented by any other statements.
- (7) proceedings relating to Compensation for any Employee if the Employers' Liability Section of this policy is not in force.

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#### **Defective Premises**

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

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

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

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

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#### **Employees' and Visitors' Personal Belongings**

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

We will not provide indemnity where this Property is

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

---

#### **Legal Expenses arising from Corporate Manslaughter and Corporate Homicide Act 2007**

We will indemnify You in respect of

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

which arise from criminal proceedings for any offence as defined in Section 1 of the Corporate Manslaughter and Corporate Homicide Act 2007.

We will not provide indemnity

- (1) unless the proceedings relate to an actual or alleged offence committed during the Period of Insurance within The Defined Territories and in connection with The Business.
- (2) in respect of proceedings which
  - (a) result from any deliberate act or omission by You.
  - (b) relate to any Employee.
- (3) in respect of any
  - (a) fines.
  - (b) remedial or publicity orders or any steps required to be taken by such orders.
- (4) where indemnity is provided by another insurance policy.

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#### **Legal Expenses arising from Health and Safety Legislation**

We will indemnify The Insured in respect of

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

which arise from any health and safety inquiry or criminal proceedings for any breach of the Health and Safety at Work etc Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978.

We will not provide indemnity

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

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#### **Hired or Rented Premises**

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

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The Insured in connection with The Business.

We will not provide indemnity in respect of

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

#### **Motor Contingent Liability**

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

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

We will not provide indemnity

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

#### **Overseas Personal Liability**

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

We will also indemnify any accompanying spouse and children.

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

We will not provide indemnity

- (1) where liability arises from
    - (b) any agreement unless liability would have existed otherwise.
    - (c) ownership or occupation of land or buildings.
    - (d) the carrying on of any trade or profession.
    - (e) ownership, possession or use of wild animals, firearms (other than sporting guns), mechanically propelled vehicles, aircraft or watercraft.
  - (2) where indemnity is provided by another insurance policy.
- 

#### **Payment for Court Attendance**

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

The maximum We will pay for

- (1) You, each director or partner is      £500 per day.
  - (2) each Employee is                              £250 per day.
- 

#### **Exceptions**

*The following exceptions apply to this Section in addition to the Policy Exceptions at the back of this policy.*

We will not provide indemnity in respect of

- (1) Personal Injury to any Employee arising out of and in the course of employment by You in The Business.
  - (2) the ownership, possession or use by or on behalf of The Insured of any
    - (b) aircraft, aerial device or hovercraft.
    - (c) watercraft exceeding eight metres in length.
    - (d) motor vehicle, trailer or plant in circumstances where compulsory insurance or security is required by any road traffic legislation other than
      - (i) where described in the Motor Contingent Liability Clause.
      - (ii) the loading or unloading of any such vehicle, trailer or plant where indemnity is not provided by another insurance policy.
  - (3) Damage to Property
    - (a) which You own or is loaned, leased, hired or rented to The Insured
    - (b) which is held in trust or in the custody or control of
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- 
- (i) The Insured
  - (ii) any other party who is carrying out work on Your behalf

other than in the circumstances described in the Hired or Rented Premises Clause, the Employees' and Visitors' Personal Belongings Clause or the Buildings Temporarily Occupied Clause.

- (c) which requires to be insured under the terms of Clause 6.5.1 of the Standard Form of Building Contract issued by the Joint Contracts Tribunal or a clause of similar intent under other contract conditions.
- (4) Damage to or the cost incurred by anyone in repairing, removing, replacing, reapplying, rectifying or reinstating
    - (a) Products Supplied (other than Products Supplied under a separate contract).
    - (b) The Works.
  - (5) recalling or making refunds in respect of
    - (a) Products Supplied.
    - (b) The Works.
  - (6) advice, instruction, consultancy, design, formula, specification, inspection, certification or testing performed or provided separately for a fee or under a separate contract.
  - (7)
    - (a) the carrying out of any work
    - (b) any Products Suppliedwhich affects or could affect
    - (i) the navigation, propulsion or safety of any aircraft or other aerial device.
    - (ii) the safety or operation of nuclear installations.
  - (8) Pollution or Contamination 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 or Contamination which arises out of one incident will be deemed to have happened at the time such incident takes place.
  - (9)
    - (a) work in or on and travel to, from or within
    - (b) Products Supplied toany offshore
    - (i) accommodation, exploration, drilling or production rig or platform.
    - (ii) support vessel.
  - (10)
    - (a) liquidated damages.
    - (b) penalty clauses.
    - (c) fines.
    - (d) aggravated, restitutionary, punitive or exemplary damages or any additional damages resulting from the multiplication of compensatory damages or other non-compensatory damages.
  - (11) liability imposed on You solely by reason of the terms of any contract conditions or agreement in connection with Products Supplied.
  - (12) any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event
    - (a) Terrorism
    - (b) any action taken in controlling, preventing, suppressing or in any way relating to (a) above except as stated in **Special Provision - Terrorism** below.

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

#### **Special Provision - Terrorism**

Subject otherwise to the terms of the policy

Neither of the exclusions in (12)(a) and (12)(b) above shall apply to the Public and Products Liability Section but The Limit of Indemnity for the purpose of this Special Provision - Terrorism is limited to

- (a) £5,000,000 in respect of any one event or all events consequent on or attributable to one original cause.
- (b) £5,000,000 in respect of all events happening in any one Period of Indemnity in respect of Products Supplied.

or any other amount specified in the policy for Public and/or Products Liability whichever is the lower.

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- (13) the amount of Compensation, Costs and Expenses shown in The Schedule as applying in respect of each and every event resulting in Damage to Property. You will reimburse any such amount paid by Us.
- (14) (a) exposure to
  - (b) inhalation of
  - (c) fears of the consequences of exposure to or inhalation of
  - (d) the costs incurred by anyone in repairing, removing, replacing, recalling, rectifying, reinstating or managing (including those of any persons under any statutory duty to manage) any property arising out of the presence of Asbestos including any product containing Asbestos.
- (15) any liability arising directly or indirectly from, or in connection with, or consisting of any loss, destruction or damage, Failure or Loss of Data resulting directly or indirectly from or in connection with
  - (a) Virus or Similar Attack.
  - (b) Denial of Service Attack.
  - (c) unauthorised access to or use of Computer and Electronic Equipment.

However We will not exclude any liability in respect of any ensuing accidental Bodily Injury or accidental Damage to Property which is not otherwise excluded.

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## Conditions

*The following conditions apply to this Section in addition to the Policy Conditions at the back of this policy.*

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### Premium Adjustment

At renewal, where it is stated in The Schedule that index linking applies, the estimates upon which the premium is based will be adjusted for movements in The Average Weekly Earnings Index issued by the relevant government department or any alternative index specified by Us in Our reasonable opinion.

In the event of a negative index We will retain Your existing estimates, unless You advise Us otherwise.

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### Suspension of Cover

We may, at any reasonable time, inspect any property and, in the event of any defect or danger being apparent We may by written notice to You suspend all Our liability that might otherwise arise from such defect or danger.

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### Endorsements and Additional Endorsements

*This Section is subject to the following Endorsement and any Endorsements and Additional Endorsements which are stated in The Schedule as applying, in addition to the Policy Conditions at the back of this policy.*

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### Activities and Events

We will not provide indemnity in respect of

- (1) sponsored walks, rides, marathons or similar events.
- (2) fireworks displays or bonfires.
- (3) bouncy castles and other inflatable devices.
- (4) Bodily Injury to any person taking part in
  - (a) go-karting, quad biking or motor sports
  - (b) parachuting, paragliding or parascending.
  - (c) bungee jumping or abseiling.
  - (d) ballooning or other aerial activities
- (5) events involving
  - (a) weapons.
  - (b) passenger carrying amusement devices.
  - (c) remote controlled model aircraft.
  - (d) animal rides
  - (e) pyrotechnics.

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### Equipment Inspection Condition

- (1) If in relation to any claim You have failed to fulfil any of the following conditions, You will lose Your right to indemnity or payment for that claim.  
You must ensure that
    - (a) any person providing training or instruction must hold a qualification from a relevant recognised organisation
    - (b) all equipment must be inspected by a competent person before use each day and withdrawn from use until any defects found are repaired.
  - (2) We will not provide indemnity in respect of
    - (a) Bodily Injury to any person as a result of their inexperience or physical inability to carry out advice or instruction given by, or on behalf of, The Insured.
    - (b) dietary advice or instruction
-

(c) errors, omissions or neglects in treatment administered by You or on Your behalf.

## Legal Liabilities Commercial Legal Protection

<b>Claims and helpline</b>	<p>As soon as You are aware of an incident, You should get legal advice from the legal helpline on <b>0345 300 1899</b> without delay. Please have Your policy number to hand.</p> <p>If You think that You might need to claim, contact the helpline on <b>0345 300 1899</b> and request a claim form. We can only proceed with Your claim once We have received details of the incident in writing. A claim form is available to download at <a href="http://www.aviva.co.uk/legalprotection">www.aviva.co.uk/legalprotection</a>.</p> <p>Our Claims handling is undertaken by D.A.S. Insurance Company limited or such other company as We notify You of from time to time.</p>
<b>Definitions</b>	<p><i>The following definitions apply to this Section in addition to the Policy Definitions at the front of this policy and keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.</i></p>
<b>Appointed Representative</b>	<p>The lawyer, accountant or other suitably qualified person, who has been appointed by Us to act on behalf of an Insured Person.</p>
<b>Aspect Enquiry</b>	<p>An examination by HM Revenue and Customs which considers one or more specific aspects of Your self-assessment and/or corporation tax return.</p>
<b>Attendance Expenses</b>	<ol style="list-style-type: none"><li>(1) The salary or wages of the Insured Person for the time they are off work<ol style="list-style-type: none"><li>(a) to attend any arbitration, court or tribunal hearing at Our request</li><li>(b) as a defendant or while attending jury service.</li></ol></li><li>(2) We will pay for each half or whole day that the<ol style="list-style-type: none"><li>(a) court</li><li>(b) tribunal</li><li>(c) employer of the Insured Person</li></ol>will not pay for.</li><li>(3) The amount We will pay is based on the following<ol style="list-style-type: none"><li>(a) the time the Insured Person is off work including the time it takes to travel to and from the hearing. This will be calculated to the nearest half day assuming that a whole day is eight hours.</li><li>(b) if the Insured Person<ol style="list-style-type: none"><li>(i) works full time, the salary or wages for each whole day equals 1/250th of the annual salary or wages of the Insured Person.</li><li>(ii) works part-time, the salary or wages will be a proportion of the weekly salary or wages of the Insured Person.</li></ol></li></ol></li></ol>
<b>Costs and Expenses</b>	<ol style="list-style-type: none"><li>(1) All reasonable and necessary legal and accountancy costs charged by the Appointed Representative and agreed by us.</li><li>(2) Legal costs which an Insured Person has been ordered to pay by a court or other body which we have agreed to authorise.</li></ol>
<b>Date of Occurrence</b>	<ol style="list-style-type: none"><li>(1) In all civil cases, when the cause of action accrued (other than Contingencies 4A, 4B or 4C –Tax).</li><li>(2) In all criminal cases, when the Insured Person first broke or is alleged to have first broken the criminal law in question</li><li>(3) Full Enquiries, Aspect Enquiries or Intervention Enquiries, when HM Revenue and Customs first notifies in writing the intention to make enquiries.</li><li>(4) Employers Compliance and Value Added Tax disputes, when HM Revenue and Customs sends an assessment or written decision to You.</li><li>(5) Licence or Registration Appeals, when You were first notified of the proposal by the relevant licensing or regulatory authority to suspend, alter the terms of, refuse to renew or cancel Your licence or British Standard Certificate of Registration.</li></ol>
<b>Full Enquiry</b>	<p>An extensive examination by HM Revenue and Customs which considers all aspects of Your tax affairs, excluding those enquiries which are limited to one or more specific aspects of Your self-assessment and/or corporation tax return.</p>
<b>Insured Person</b>	<ol style="list-style-type: none"><li>(1) You</li><li>(2) any director of Yours, or partner, or proprietor of The Business</li><li>(3) any employee of Yours under a contract of employment with You</li><li>(4) any other person agreed with Us.</li></ol>
<b>Intervention Enquiry</b>	<p>An examination by HM Revenue and Customs to measure the level of compliance in Your financial accounting records to highlight area where errors have or may occur.</p>

<b>Legal Proceedings</b>	<p>Legal proceedings for</p> <ol style="list-style-type: none"> <li>(1) the pursuit or defence of a claim for damages</li> <li>(2) the defence of a criminal prosecution</li> <li>(3) appeal proceedings</li> <li>(4) specific performance or injunction</li> </ol> <p>dealt with by negotiation or in a court of law, tribunal or arbitration or any other body which We have agreed to or authorised.</p>
<b>Limit of Indemnity</b>	<p>The maximum amount stated in The Schedule which We will pay for Costs and Expenses in respect of any or all claims arising out of one originating cause in connection with The Business stated in The Schedule.</p>
<b>Prospects of Success</b>	<p>In respect of all civil cases, it is always more likely than not that an Insured Person will</p> <ol style="list-style-type: none"> <li>(1) recover damages or obtain any other legal remedy which We have agreed to</li> <li>(2) make a successful defence</li> <li>(3) make a successful appeal or defence of an appeal.</li> </ol> <p>Prospects of success will be assessed by Us or an Appointed Representative on Our behalf.</p>
<b>Territorial Limits</b>	<p>For Contingencies 2 Legal Defence (other than Contingency 2E) and 3B Bodily Injury The European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Croatia, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey (West of the Bosphorus). For all other Contingencies Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.</p>
<b>Cover</b>	<p>We will indemnify You or an Insured Person where specified for any Costs and Expenses and Attendance Expenses incurred in respect of Legal Proceedings following the occurrence of a Contingency stated as applying in The Schedule provided that</p> <ol style="list-style-type: none"> <li>(1) the Contingency occurs within the Territorial Limits and the Date of Occurrence is within the Period of Insurance</li> <li>(2) any Legal Proceedings take place within the Territorial Limits</li> <li>(3) Prospects of Success exist for the duration of the claim</li> <li>(4) in respect of any appeal or defence of an appeal, it has been reported to Us at least 10 working days prior to the deadline for any appeal</li> <li>(5) the maximum We will pay is the Limit of Indemnity</li> <li>(6) You must report an incident to Us as soon as possible and in any event no later than 180 days after the date the Insured Person knew or should have known about the incident.</li> </ol>
<b>Contingencies</b>	
<b>1A Employment Disputes</b>	<p>We will defend You</p> <ol style="list-style-type: none"> <li>(1) prior to the issue of Legal Proceedings following the dismissal of an Insured Person</li> <li>(2) in the resolution of unfair dismissal disputes under the ACAS Arbitration Scheme</li> <li>(3) in Legal Proceedings in respect of any dispute with <ol style="list-style-type: none"> <li>(a) an Insured Person</li> <li>(b) a former Insured Person</li> <li>(c) a trade union acting on behalf of an Insured Person or a former Insured Person</li> </ol> </li> </ol> <p>which arises out of, or relates to, a contract of employment with You</p> <ol style="list-style-type: none"> <li>(4) in Legal Proceedings in respect of any dispute with <ol style="list-style-type: none"> <li>(a) an Insured Person</li> <li>(b) a former Insured Person</li> <li>(c) a prospective Insured Person</li> </ol> </li> </ol> <p>arising from an alleged breach of their statutory rights under employment legislation. We will not provide indemnity for any claim in respect of damages for personal injury or loss of or physical damage to material property.</p>
<b>1B Compensation Awards</b>	<p>We will pay</p> <ol style="list-style-type: none"> <li>(1) any basic and compensatory award</li> <li>(2) an order for compensation following a breach of Your statutory duties under employment legislation</li> </ol> <p>which You are ordered to pay by a tribunal or through the ACAS Arbitration Scheme, under a judgment made after full argument and approved by Us in writing in respect of a claim We have accepted under Contingency 1A – Employment Disputes. The maximum amount We will pay in respect of compensation awards in any one Period of</p>



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Insurance is £1,000,000.

We will not provide indemnity in respect of

- (1) non payment of money due under the relevant contract of employment or related statutory provision
  - (2) any compensation award related to
    - (a) trade union activities, trade union membership or non-membership
    - (b) health & safety related dismissals brought under section 44 of the Employment Rights Act 1996
    - (c) statutory rights in relation to trustees of occupational pension schemes
    - (d) statutory rights in relation to Sunday shop and betting work
  - (3) any award ordered as a result of a breach National Minimum Wage laws
  - (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 order or re-engagement order.
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### Conditions to Contingency 1B

If in relation to any claim You have failed to fulfil any of the following conditions You will lose Your right to indemnity or payment for that claim.

- (1) Performance and/or conduct  
In cases relating to performance and/or conduct of an Insured Person, or former Insured Person You must, throughout the dispute, have either
  - (a) followed the ACAS Code of Disciplinary Practice and Procedures in Employment as prepared by the Advisory Conciliation and Arbitration Service, or
  - (b) followed equivalent codes of practice issued by the Labour Relations Agency in Northern Ireland, or
  - (c) sought and followed the advice from Our 24 hour legal helpline (**0345 300 1899**).

- (2) Unlawful Discrimination

In respect of an order of compensation following a breach of Your statutory duties under discrimination legislation You must have at all times sought and followed the advice of Our 24 hour legal helpline since the date You knew or should have known about the employment dispute.

- (3) Redundancy

In respect of any compensation award for

- (a) redundancy
- (b) alleged redundancy
- (c) unfair selection for redundancy

You must have sought and followed the advice of Our 24 hour legal helpline prior to serving notice of dismissal (**0345 300 1899**).

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### 1C Service Occupancy

We will negotiate for Your legal rights against an Insured Person or former Insured Person to recover possession of premises owned by You, or for which You are responsible.

We will not indemnify You in respect of any claim relating to defending Your legal rights other than defending a counter claim.

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## Legal Defence

### 2A Criminal Prosecution

We will defend an Insured Person

- (1) prior to the issue of legal proceedings when dealing with the
  - (a) Police
  - (b) Health and Safety Executive and/or Local Authority Health and Safety Enforcement Officer

where it is alleged the Insured Person has or may have committed a criminal offence

- (2) following an event which leads to the Insured Person being prosecuted in a court of criminal jurisdiction

provided that in respect of proceedings under the Health and Safety at Work etc Act 1974, the Territorial Limits shall be any place where the Act applies

We will not provide indemnity in respect of any claim which leads to the Insured Person being prosecuted for infringement of road traffic laws or regulations in connection with the ownership, driving or use of a motor vehicle.

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### 2B Data Protection

We will

- (1)
    - (a) defend the legal rights of an Insured Person following civil action taken against the Insured Person for compensation
    - (b) also pay any compensation award made against the Insured Person
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under Section 13 of the Data Protection Act 1998 or under Article 82 of the General Data Protection Regulation (Regulation (EU) 2016/679) or under any legislation implementing the General Data Protection Regulation or under any replacement legislation in respect of any of the foregoing,

provided that You are registered with the Information Commissioner at the time of the incident giving rise to the action.

- (2) represent You in appealing against the refusal of the Information Commissioner to register Your application for registration.

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<b>2C Wrongful Arrest</b>	We will defend Your legal rights following civil action taken against You for wrongful arrest in respect of an accusation of theft alleged to have been carried out during the Period of Insurance.
<b>2D Employee Civil Legal Defence</b>	At Your request We will defend the legal rights of an Insured Person (other than You) if <ol style="list-style-type: none"><li>(1) an event arising from their work as an Insured Person leads to civil action being taken against them under legislation for unlawful discrimination</li><li>(2) civil action is being taken against them as a trustee of a pension fund set up for the benefit of Your employees.</li></ol>
<b>2E Statutory Notice</b>	At Your request We will represent the Insured Person in appealing against the imposition or terms of Statutory Notice issued under legislation affecting Your business.
<b>2F Jury Service</b>	We will pay the Attendance Expenses of an Insured Person for jury service
<b>2G Disciplinary Hearings</b>	We will represent an Insured Person at a disciplinary hearing that they are required to attend by a regulatory authority or professional body as a result of a complaint being brought against them.
<b>3A Property Protection</b>	We will represent You in any Legal Proceedings for civil action relating to material property which is owned by You, or for which You are responsible, following <ol style="list-style-type: none"><li>(1) any event which causes or could cause physical damage or loss to such material property</li><li>(2) any nuisance or trespass including the eviction of squatters or any person occupying premises owned by you for which you are responsible.</li></ol> We will not indemnify You in respect of any claim relating to <ol style="list-style-type: none"><li>(1) a contract entered into by You</li><li>(2) tenancy disputes</li><li>(3) goods<ol style="list-style-type: none"><li>(a) in transit</li><li>(b) lent or hired out</li><li>(c) at premises You do not occupy unless for<ol style="list-style-type: none"><li>(i) installation, or</li><li>(ii) use in work to be carried out by You</li></ol></li></ol></li><li>(4) mining subsidence</li><li>(5) a motor vehicle whilst being driven by an Insured Person.</li></ol>
<b>3B Personal Injury</b>	We will pursue the legal rights of an Insured Person and their family members, if they are accompanying an Insured Person, following an event which causes the death of, or bodily injury to them. We will not provide indemnity in respect of any claim relating to <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</li><li>(2) defending the legal rights of an Insured Person or their family members other than defending a counter claim</li><li>(3) a motor vehicle whilst being driven by an Insured Person or a family member.</li></ol>
<b>4A Tax Protection</b>	We will represent You and negotiate on Your behalf in any appeal proceedings in respect of a Full Enquiry and/or Aspect Enquiry and/or Intervention Enquiry carried out by HM Revenue and Customs. The maximum amount We will pay for Aspect Enquiries and/or Intervention Enquiries in respect of any one claim is £5,000.
<b>4B Employers' Compliance</b>	We will represent You in any appeal proceedings in respect of a dispute concerning Your compliance with <ol style="list-style-type: none"><li>(1) Pay as You Earn, or</li><li>(2) Social Security Regulations</li></ol> following a review by HM Revenue and Customs.

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<b>4C VAT Disputes</b>	We will represent You in any appeal proceedings following an assessment by HM Revenue and Customs in respect of value added tax due.
<b>Condition to Contingencies 4A, 4B and 4C</b>	If in relation to any claim You have failed to fulfil the following condition You will lose Your right to indemnity or payment for that claim.
<b>Reasonable Care</b>	<p>You must have taken reasonable care to ensure that all returns are complete and correct and such returns are submitted within the statutory time limits allowed.</p> <p>We will not provide indemnity</p> <ol style="list-style-type: none"> <li>(1) in respect of any claim caused by Your failure to register for value added tax</li> <li>(2) in respect of any claim arising from any investigations or enquiries undertaken by HM Revenue and Customs Special Investigation Section or Special Compliance Office</li> <li>(3) in respect of any claim arising from any investigations or enquiry by HM Revenue and Customs into alleged dishonesty or alleged criminal offences</li> <li>(4) in respect of any claim arising from a tax avoidance scheme</li> <li>(5) for the first 10% of Costs and Expenses for Aspect Enquiries and/or Intervention Enquiries in respect of any one claim.</li> </ol>
<b>5 Contract Disputes</b>	<p>We will represent You in any Legal Proceedings for civil action relating to a contractual dispute arising from that agreement or that alleged agreement which has been entered into by You or on Your behalf for the</p> <ol style="list-style-type: none"> <li>(1) sale</li> <li>(2) provision</li> <li>(3) purchase</li> <li>(4) hire</li> </ol> <p>of goods or services provided that</p> <ol style="list-style-type: none"> <li>(a) the amount in dispute exceeds £250</li> <li>(b) if the amount in dispute is payable by instalments, the instalments due and payable at the time of making the claim exceed £250</li> <li>(c) if the dispute relates to money owed to You, a claim must be made within 90 days of the money becoming due and payable.</li> </ol> <p>We will not provide indemnity in respect of</p> <ol style="list-style-type: none"> <li>(1) any claim relating to <ol style="list-style-type: none"> <li>(a) the cover, claims process or settlement payable under an insurance policy other than claims for indemnity under this section</li> <li>(b) a lease, licence or tenancy of land or buildings other than a dispute with a professional adviser in connection with the drafting of a lease, licence or tenancy agreement</li> <li>(c) a loan, mortgage, pension or any other financial product</li> <li>(d) a motor vehicle owned by, hired or leased to You other than agreements relating to the sale or motor vehicles where You are engaged in the business of selling motor vehicles</li> </ol> </li> <li>(2) a dispute with an Insured Person or former Insured Person which arises out of or relates to a contract of employment with You</li> <li>(3) a dispute relating to computer hardware, software, systems or services which have been specifically tailored</li> <li>(4) a dispute arising from the breach or alleged breach of professional duty by an Insured Person or former Insured Person</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>
<b>6 Tenancy Disputes</b>	We will represent You in any Legal Proceedings for civil action relating to a tenancy dispute between You and Your landlord arising from premises leased or rented to You. We will not provide indemnity in respect of any dispute arising from or relating to rent, service charges or renewal of the tenancy agreement.
<b>7 Statutory Licence Protection</b>	<p>We will represent You in appealing to the relevant statutory or regulatory authority, court, or tribunal following an event which results in the relevant licensing or regulatory authority suspending, or altering the terms of, or refusing to renew, or cancelling Your licence or statutory registration or British Standard Certificate of Registration.</p> <p>We will not provide indemnity in respect of</p> <ol style="list-style-type: none"> <li>(1) An original application or application for renewal of a statutory licence or British Standard Certificate of Registration</li> <li>(2) Any licence appeal relating to the ownership, driving or use of a motor vehicle.</li> </ol>

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## 8 Debt Recovery

We will represent You in any Legal Proceedings for civil action including the enforcement of judgement to recover money and interest due from the sale or provision of goods or services provided that

- (1) the amount in dispute exceeds £250
- (2) You have exhausted all reasonable credit control and accounting procedures
- (3) We have the right to select the method of enforcement or to forego enforcing judgement if We are not satisfied that there are, or will be, sufficient assets available to satisfy judgement
- (4) You supply the correct and current name and address of the debtor
- (5) a claim for debt recovery under this Contingency is made within 90 days of the money becoming due and payable.

We will not provide indemnity in respect of

- (1) any claim relating to
  - (a) the cover, claims process or settlement payable under an insurance policy
  - (b) a lease, licence or tenancy of land or buildings
  - (c) a loan, mortgage, pension or any other financial product
- (2) a dispute with an Insured Person or former Insured Person which arises out of, or relates to, a contract of employment with You
- (3) a dispute relating to computer hardware, software, systems or services which have been specifically tailored
- (4) the recovery of money and interest due from another party where the other party intimates that a defence exists

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## Exceptions – Applying to all Contingencies

*The following exceptions apply to this Section in addition to the Policy Exceptions at the back of this policy.*

We will not provide indemnity in respect of any claim

- (1) If an Insured Person does not keep to the terms, exceptions and conditions of this Section. The cover will also not apply if an Insured Person can claim under another policy
- (2) if any Costs and Expenses are incurred prior to Our written acceptance of a claim
- (3) for any legal action an Insured Person takes which We have not agreed to or where the Insured Person does anything to hinder Us or the Appointed Representative
- (4) for any fines, penalties, compensation or damages which an Insured Person is ordered to pay by a court or other authority other than compensation awards covered under Contingency 1B (Compensation Awards) and Contingency 2 (Legal Defence)
- (5) relating to
  - (a) patents
  - (b) copyrights
  - (c) trademarks
  - (d) merchandise marks
  - (e) registered designs
  - (f) intellectual property
  - (g) secrecy and confidentiality agreements
- (6) relating to franchise or agency rights where You have the legal capacity to alter the legal relations of another
- (7) deliberately or intentionally caused by an Insured Person
- (8) in respect of a dispute with Us not catered for in Section Conditions 6 and 7
- (9) for judicial review
- (10) relating to any non-contracting party's rights to enforce all or any part of this Section. The Contracts (Rights of Third Parties) Act 1999 does not apply to this policy
- (11) notified under this Section when, either at the start of or during the course of the claim You
  - (i) are bankrupt
  - (ii) have filed a bankruptcy petition or winding-up petition
  - (iii) have made an arrangement with creditors
  - (iv) have entered into a deed or arrangement
  - (v) are in liquidation
  - (vi) are or part of or all of Your affairs or property are in the care or control of a receiver or administrator.

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## Conditions – Applying to all Contingencies

*The following Conditions apply to this Section in addition to the Policy Conditions at the back of this policy.*

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<b>(1) Claims – your duty</b>	You must report an incident to Us as soon as possible and in any event no later than 180 days after the date the Insured Person knew or should have known about the incident.
<b>(2) Claims – legal representation</b>	<ul style="list-style-type: none"> <li>(a) On acceptance of a claim, if appropriate, We will appoint an Appointed Representative.</li> <li>(b) If it is necessary to start court proceedings or there is a conflict of interest, an Insured Person is free to nominate an Appointed Representative by sending to Us the name and address of the suitably qualified person.</li> <li>(c) If We do not agree to the Insured Person's choice of Appointed Representative under condition 2(b) above, an Insured Person may choose another suitably qualified person.</li> <li>(d) If there is still a disagreement with regard to the Appointed Representative, We will ask the president of a relevant national law society to choose a suitably qualified person to represent an Insured Person. We and the Insured Person must accept such choice.</li> <li>(e) In all other circumstances We will be free to choose an Appointed Representative.</li> <li>(f) An Appointed Representative will be appointed by Us and represent an Insured Person according to Our standard terms of appointment.</li> </ul>
<b>(3) Claims – Our rights and Your obligations</b>	<ul style="list-style-type: none"> <li>(a) We will have direct access to the Appointed Representative who will, upon request, provide Us with any information or opinion on Your claim.</li> <li>(b) An insured person must co-operate fully with Us and the Appointed Representative and must keep Us up-to-date with the progress of the claim.</li> <li>(c) At Our request an Insured Person must give the Appointed Representative any instructions that We require.</li> <li>(d) An Insured Person must notify Us immediately if anyone offers to settle a claim or makes a payment into court.</li> <li>(e) If an Insured Person does not accept the recommendation of the Appointed Representative to accept a reasonable offer or payment into court to settle a claim, We may refuse to pay further costs and expenses.</li> <li>(f) No agreement to settle on the basis of both parties paying their own costs is to be made without Our prior approval.</li> </ul>
<b>(4) Discontinuance of a claim</b>	<p>If an Insured Person</p> <ul style="list-style-type: none"> <li>(a) settles a claim or withdraws a claim without Our prior agreement</li> <li>(b) does not give suitable instructions to the Appointed Representative</li> <li>(c) dismisses an Appointed Representative without Our prior consent</li> </ul> <p>the cover We provide will end immediately and We will be entitled to re-claim any Costs and Expenses We have incurred from the Insured Person.</p>
<b>(5) Recoveries</b>	An Insured Person must take every available step to recover Costs and Expenses that We have to pay and must pay Us any Costs and Expenses that are recovered.
<b>(6) Disputes</b>	If any difference arises between Us and an Insured Person in respect of the acceptance, refusal, control or handling of any claim under this section, You can take the steps outlined in Our complaints procedure stated under Our Promise of Service.
<b>(7) Arbitration</b>	<p>You have the right to refer any difference that arises between Us and an Insured Person in respect of the acceptance, refusal, control or handling of any claim under this section to arbitration, which will be decided by counsel chosen jointly by Us and an Insured Person.</p> <p>If there is a disagreement with regard to the choice of counsel, We will ask the president of a relevant national law society to choose a suitably qualified person.</p> <p>The arbiter's decision shall be final and binding on both parties.</p> <p>All costs for resolving the difference will be met by the party whom the decision is made against.</p>
<b>(8) Acts of Parliament</b>	All references to Acts of Parliament within this Section wording shall include equivalent legislation in Scotland, Northern Ireland, the Isle of Man or the Channel Islands as the case may be.

## Employee Benefits Personal Accident

### Definitions

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

### Accidental Bodily Injury

- (1) injury caused by accidental and/or violent means
  - (2) exposure
- occurring within 24 months from the date of the accident by which such injury is caused.

### Compensation

The amount payable to You for any Insured Person, which will be the amount shown below multiplied by the number of units stated in The Schedule.

	Contingency	No.Amount
	(1)	£10,000
	(2)	£10,000
	(3)	£10,000
	(4)	£10,000
	(5)	£100 per week
	(6)	£50 per week
<b>Country of Residence</b>	The country in which the Insured Person has resided for the last 12 months or more.	
<b>Insured Person</b>	(1) You (2) any director of Yours, or partner, or proprietor of The Business (3) any Employee of Yours under a contract of employment with You aged 80 or under.	
<b>Loss of Limb</b>	Shall mean in respect of (1) an arm – physical severance of all four fingers at or above the metacarpal phalangeal joints (where the fingers join the palm of the hand) and/or (2) a leg – physical severance at or above the level of the ankle (talo-tibial joint) and shall also mean permanent total loss of use of an entire hand or arm at or above the metacarpal phalangeal joints (where the fingers join the palm of the hand), or leg at or above the level of the ankle (talo-tibial joint).	
<b>Terrorism</b>	Any act or acts including but not limited to (1) the use or threat of force and/or violence and/or (2) harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm or damage by nuclear and/or chemical and/or biological and/or radiological means caused or occasioned by any person(s) or group(s) of persons or so claimed in whole or in part for political, religious, ideological or similar purposes.	
<b>Cover</b>	We will pay Compensation to You or Your personal representatives for Accidental Bodily Injury to an Insured Person occurring during the Period of Insurance which, solely, directly and independently of any other cause, results in any of the following Contingencies (1) death (2) total and permanent loss of sight in one or both eyes and/or total and permanent loss of hearing in one or both ears (3) loss of one or more limbs (4) any other total and permanent disablement which lasts without interruption for more than 12 months from the date of the accident and prevents the Insured Person from pursuing any occupation (5) temporary total disablement which prevents the Insured Person from pursuing their normal occupation (6) temporary partial disablement which prevents the Insured Person from pursuing a substantial part of their normal occupation. We will not provide compensation in respect of any claim relating to any non-contracting parties rights to enforce all or any part of this Section. The Contracts (Rights of Third Parties) Act 1999 does not apply to this Section. The maximum amount of Compensation payable to You for any Insured Person shall be the Compensation amounts multiplied by the number of units stated in The Schedule.	
<b>Clauses</b>	<i>The following clauses apply to this Section.</i>	
<b>(1) Amounts Payable</b>	We will pay (a) the Compensation with weekly benefit being paid at four weekly intervals (b) Compensation under contingencies (5) and/or (6) for a maximum of two years from the date that the disablement started but where We pay Compensation under any of contingencies (1) to (4) (i) any weekly benefit being paid for the same injury will stop (ii) this insurance will end for the Insured Person We shall not be liable for any amount in excess of the maximum accumulation limit of £1,000,000 in respect of any one accident. If the aggregate amount of all benefits payable exceeds the maximum accumulation limit, the benefit payable to each Insured Person shall be proportionately reduced until the total of all benefits does not exceed the maximum accumulation limit.	

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<b>(2) Disappearance</b>	<p>If an Insured Person has been missing for a period of 180 consecutive days and there is sufficient evidence to support the conclusion that death has been caused by Accidental Bodily Injury, that person will be presumed to have died.</p> <p>However, You will repay any Compensation if the Insured Person is found to have been alive or is found alive.</p>
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<b>(3) Medical Evidence</b>	<p>(a) We may, at Our expense, arrange for an Insured Person to undergo</p> <ul style="list-style-type: none"><li>(i) a medical examination, or</li><li>(ii) a post mortem examination</li></ul> <p>(b) You or Your legal representative will supply to Us, at Your expense, any</p> <ul style="list-style-type: none"><li>(i) certificate</li><li>(ii) information</li><li>(iii) evidence</li></ul> <p>in the format We require.</p>
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<b>(4) Medical Expenses</b>	<p>When We pay Compensation under contingencies (5) or (6), We will also pay up to 30% of this amount in respect of medical expenses incurred, subject to a maximum of £10,000 in respect of any one Insured Person.</p>
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<b>Exceptions</b>	<p><i>The following exceptions apply to this Section in addition to the Policy Exceptions at the back of this policy.</i></p>
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We will not pay Compensation for Accidental Bodily Injury directly or indirectly caused by

- (1)
  - (a) the Insured Person suffering from any disability due to a gradually operating cause
  - (b) suicide or attempted suicide
  - (c) deliberate exposure to danger (except in an attempt to save human life)
  - (d) the Insured Person's own criminal act
  - (e) the Insured Person being in a state of insanity
  - (f) flying or other aerial activities (except while travelling as a passenger by a recognised airline)
  - (g) pregnancy or childbirth
- (2) an Insured Person practising for or taking part in
  - (a) mountaineering or rock climbing requiring use of ropes or guides
  - (b) pot-holing
  - (c) winter sports
  - (d) any kind of racing (except foot races)
  - (e) speed or time trials
  - (f) naval military or air force service or operations
- (3) the effects of alcohol or drugs (other than drugs prescribed by a doctor)
- (4) any treatment for drug addiction
- (5) any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event
  - (a) Terrorism
  - (b) any action taken in controlling, preventing, suppressing or in any way relating to (a) above except as stated in Special Provision – Terrorism below

In any action, suit or other proceedings where We allege that any consequence whatsoever resulting directly or indirectly from or in connection with (5)(a) and/or (5)(b) above regardless of any other contributory cause or event is not covered under this Section (or is covered only up to a specified limit) the burden of proving that any such consequence is covered (or is covered beyond that limit) under this Section shall be upon You.

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**Special Provision - Terrorism**

Subject otherwise to the terms of the policy.

Neither of the exclusions in (5)(a) and (5)(b) above shall apply to this Section provided that the total amount payable in respect of all losses arising out of any one occurrence shall not exceed the lesser of

- (i) any limits amounts payable or maximum accumulation stated in The Schedule, or
- (ii) £1,000,000

In the event of a claim exceeding the total amount payable under this **Special Provision – Terrorism** the Company's liability in respect of each Insured Person claimed for shall be proportionately reduced until the total does not exceed such total amount payable.

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**Endorsements and Conditions**

*The following endorsements and conditions apply to this Section in addition to the Policy Conditions at the back of this policy.*

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If in relation to any claim You fail to fulfil any of the following conditions, You will lose Your right to indemnity or payment for the claim.

## Policy Exceptions

### Exceptions

*The following Policy Exceptions apply to all Sections unless otherwise stated and in addition to the Exceptions contained in each Section.*

We will not indemnify You in respect of

- (1) any consequence whatsoever which is the direct or indirect result of any of the following, or anything connected with any of the following, whether or not such consequence has been contributed to by any other cause or event
  - (a)
    - (i) war, invasion, act of a foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power
    - (ii) mutiny or military uprising, martial law
  - (b) nationalisation, confiscation, requisition, seizure, damage or destruction by or by order of any government or any local or public authority, and/or
  - (c) any action taken in controlling, preventing, suppressing or in any way relating to (1)(a) and/or (1)(b) above.

However,

- (1) exception (1)(a)(ii) shall only apply in respect of the following Sections, when insured by this policy
    - (a) Property Damage
    - (b) Computer
    - (c) Goods in Transit
    - (d) Money and Assault
    - (e) Engineering Breakdown
    - (f) Business Interruption
    - (g) Book Debts.
    - (h) Loss of Licence
  - (2) exceptions (1)(a) (b) and (c) do not apply to the following Sections, when insured by this policy
    - (a) Employee Dishonesty
    - (b) Terrorism
    - (c) Employers' Liability.
  - (3) exception (1)(b) does not apply to the following Sections, when insured by this policy
    - (a) Public and Products Liability
  - (4) exceptions (1)(a), (1)(b) and (1)(c) do not apply to the Personal Accident Section, when insured by this policy, unless occurring in the Insured Person's Country of Residence.
- (2) death or disablement, loss or destruction of or damage to any property, any loss or expense whatsoever, any consequential loss or any legal liability
    - (a) directly or indirectly caused by or contributed to by or arising from
      - (i) ionising radiations or contamination by radioactivity from nuclear fuel or from nuclear waste from the combustion of nuclear fuel
      - (ii) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof.
    - (b) directly or indirectly caused by or contributed to by or arising from the use of any weapon or device
      - (i) dispersing radioactive material and/or ionising radiation or
      - (ii) using atomic or nuclear fission and/or fusion or other like reaction.
    - (c) directly or indirectly caused by or contributed to by or arising from radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter but this will not apply in respect of radioactive isotopes at The Premises (other than nuclear fuel or nuclear waste) used in the course of The Business for the purposes for which they were intended.

However,

- (1) in relation to the Employers Liability Section, exception (2)(a) only applies when You under a contract or agreement have undertaken to



- 
- (a) indemnify another party
  - (b) assume the liability of another party.
- (2) exceptions (2)(a) and (b) do not apply to the following Sections, when insured by this policy
- (a) Employee Dishonesty
  - (b) Terrorism.
- (3) (a) Money, negotiable instruments and specie
- (b) securities and bonds
  - (c) jewellery
  - (d) precious stones
  - (e) precious metals
  - (f) bullion
  - (g) furs
  - (h) curios and antiques
  - (i) rare books
  - (j) works of art
  - (k) goods held in trust or on commission
  - (l) documents
  - (m) manuscripts
  - (n) business books
  - (o) computer systems records
  - (p) explosives and hazardous substances
  - (q) property in transit
- unless specifically mentioned.

However, exceptions (3)(a) to (q) do not apply to the following Sections, when insured by this policy

- (1) Terrorism
  - (2) Employers' Liability
  - (3) Public and Products Liability
  - (4) Commercial Legal Protection.
- (4) any claim which arises directly or indirectly from or consists of the failure or inability of any
- (a) electronic circuit, microchip, integrated circuit, microprocessor, embedded system, hardware, software, firmware, program, computer, data processing equipment, telecommunication equipment or systems, or any similar device
  - (b) media or systems used in connection with anything referred to in (a) above
- whether Your property or not, at any time to achieve any or all of the purposes and consequential effects intended by the use of any number, symbol or word to denote a date and this includes without any limitation the failure or inability to recognise, capture, save, retain or restore and/or correctly to manipulate, interpret, transmit, return, calculate or process any date, data, information, command, logic or instruction as a result of
- (i) recognising, using or adopting any date, day of the week or period of time, otherwise than as, or other than, the true or correct date, day of the week or period of time
  - (ii) the operation of any command or logic which has been programmed or incorporated into anything referred to in (a) and (b) above.

However,

- (1) We will not exclude any claim for subsequent loss or destruction of or damage to any property or consequential loss which itself results from a Defined Contingency arising under any of the following Sections, but only to the extent that such claim would otherwise be insured under that Section
    - (a) Property Damage
    - (b) Money and Assault
    - (c) Engineering Breakdown
    - (d) Computer
    - (e) Business Interruption.
  - (2) exceptions (4)(a) and (4)(b) do not apply to the following Sections, when insured by this policy
    - (a) Employee Dishonesty
    - (b) Loss of Licence
    - (c) Terrorism
-

- (d) Employers' Liability
- (e) Personal Accident.

## Definition

The following definition only applies to this exception

'Defined Contingency'

fire, lightning, explosion, aircraft and other aerial devices dropped from them, riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances, malicious persons other than thieves, earthquake, storm, flood, escape of water from any tank apparatus or pipe, impact

by any road vehicle or animal, or theft.

- (i) Property Damage
- (ii) Money and Assault
- (iii) Business Interruption.

## Policy Conditions

### Conditions

*All of the following Policy Conditions apply in addition to the conditions contained in each Section of the policy.*

#### (1) Alteration of Risk

If

- (a) there has been any alteration to the Property Insured and/or The Premises and/or The Business after the effective date of this insurance which increases the risk of loss, destruction, damage, accident or injury, or
- (b) Your interest ceases except by will or operation of law

We will at Our option avoid the policy from the date of such alteration or when Your interest ceases, unless We accept the alteration.

#### (2) Arbitration

If We accept liability but You disagree with the amount We offer to pay, the claim will be referred to an arbitrator who will be jointly appointed in accordance with statutory provisions.

#### (3) Cancellation

- (1) You may cancel this policy at any time after the date We have received the premium, by providing 30 days' notice in writing to Us.
- (2) If there is a default under Your Aviva credit agreement which finances this policy We may cancel this policy, by providing notice in writing to You in accordance with the default termination provisions set out in Your Aviva credit agreement.

If Your policy is cancelled under (1) or (2) above, and provided that there have been no:

- (i) claim(s) made under the policy for which We have made a payment,
- (ii) claim(s) made under the policy which are still under consideration,
- (iii) incident(s) which You are aware of and are likely to give rise to a claim which has already been or is yet to be reported to Us,

during the current Period of Insurance We may, at our discretion, refund to you a proportionate part of the premium paid for the unexpired period.

- (3) Where there is no Aviva credit agreement to finance this policy, We will cancel this policy from the inception date if the premium has not been paid and no return premium will be allowed. Such cancellation will be confirmed in writing by Us to Your last known address.
- (4) We may also cancel this policy at any time by sending not less than 30 days' notice in writing to Your last known address.

We will refund a proportionate part of the premium for the unexpired period provided that there have been no:

- (i) claim(s) made under the policy for which We have made a payment,
- (ii) claim(s) made under the policy which are still under consideration,
- (iii) incident(s) which You are aware of and are likely to give rise to a claim which has already been or is yet to be reported to Us,

during the current Period of Insurance.

#### (4) Claims Procedure

If in relation to any claim You have failed to fulfil any of the following conditions, You will lose Your right to indemnity or payment for that claim.

You must

- (a) tell Us immediately of any event or occurrence which may result in a claim.
- (b) notify the police immediately of loss, destruction or damage caused by malicious persons or thieves.
- (c) at Your expense, provide Us with a written claim containing as much information as possible of the loss, liability, destruction, damage, accident or injury, including the amount of the claim within
  - (i) 30 days, or

- 
- (ii) seven days in the case of loss, destruction or damage caused by riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances or malicious persons
- of You becoming aware of the event or occurrence, or such further time that We may allow.
- (d) provide Us with all information and help We require in respect of the claim.
  - (e) pass to Us unanswered, immediately, all communications from third parties in relation to any event which may result in a claim under this policy.
  - (f) not admit or repudiate liability, nor offer to settle, compromise, make payment which may result in a claim or pay any claim under this policy without Our written agreement.
  - (g) allow Us to take over and conduct in Your name the defence or settlement of any claim. You will also allow Us to prosecute at Our own expense and for Our own benefit, any claim for indemnity or compensation against any other person and You must give Us all information and assistance required.
- 

#### **(5) Contribution**

##### **Applicable to Employers' Liability Section and Public and Products Liability Section**

- (a) If the insurance provided by these Sections is also covered by another policy (or would but for the existence of these Sections), We will only indemnify You in respect of any excess beyond the amount which would be payable under such other insurance had these Sections not been effected.

##### **Applicable to all other Sections insured by this Policy**

- (b) Where any loss, destruction, damage or liability covered by the policy is also covered by another policy, (or would be but for the existence of this policy), We will only pay a rateable share of the loss.
  - (c) If the other insurance is subject to a condition of average and this policy is not, this policy will become subject to the same condition of average.
  - (d) If the Property Insured covered by the other insurance is subject to a provision excluding proportional payment in whole or in part, the payment We make will be limited to the proportion of loss, destruction or damage as the Sum Insured bears to the value of the property.
- 

#### **(6) Discharge of Liability**

We may at any time pay

- (a) the Limit of Indemnity, or
  - (b) the Sum Insured, or
  - (c) a smaller amount for which a claim can be settled after deduction of any sum already paid.
- We will not make any further payment except for costs and expenses incurred prior to the payment of the claim.
- 

#### **(7) Fraud**

If a claim made by You or anyone acting on Your behalf is fraudulent or fraudulently exaggerated or supported by a false statement or fraudulent means or fraudulent evidence is provided to support the claim, We may:

- (a) refuse to pay the claim,
- (b) recover from You any sums paid by Us to You in respect of the claim,
- (c) by notice to You cancel the policy with effect from the date of the fraudulent act without any return of premium.

If We cancel the policy under (c) above, then We may refuse to provide cover after the time of the fraudulent act. This will not affect any liability We may have in respect of the provision of cover before the time of the fraudulent act.

If this policy provides cover to any person other than You and a claim made by such person or anyone acting on their behalf is fraudulent or fraudulently exaggerated or supported by a false statement or fraudulent means or fraudulent evidence is provided to support the claim, We may:

- (a) refuse to pay the claim,
- (b) recover any sums paid by Us in respect of the claim (from You or such person, depending on who received the sums or who benefited from the cover provided),
- (c) by notice to You and such person cancel the cover provided for such person with effect from the date of the fraudulent act without any return of premium in respect of such cover.

If We cancel a person's cover under (c) above, then We may refuse to provide cover after the time of the fraudulent act. This will not affect any liability We may have under such cover occurring before the time of the fraudulent act.

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#### **(8) Identification**

The policy and The Schedule will read as one contract.

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#### **(9) Non Disclosure, Misrepresentation or Misdescription**

Before this policy was entered into

If You have breached Your duty to make a fair presentation of the risk to Us before this policy was entered into, then:

- (a) where the breach was deliberate or reckless, We may avoid this policy and refuse all claims,
-

- 
- and keep all premiums paid;
- (b) where the breach was neither deliberate nor reckless, and but for the breach:
- (i) We would not have agreed to provide cover under this policy on any terms, We may avoid this policy and refuse all claims, but will return any premiums paid
  - (ii) We would have agreed to provide cover under this policy but on different terms (other than premium terms), We may require that this policy includes such different terms with effect from its commencement, and/or
  - (iii) We would have agreed to provide cover under this policy but would have charged a higher premium, Our liability for any loss amount payable shall be limited to the proportion that the premium We charged bears to the higher premium We would have charged, as outlined in Schedule 1 to the Insurance Act 2015.

Before a variation was agreed

If You have breached Your duty to make a fair presentation of the risk to Us before any variation to this policy was agreed, then:

- (a) where the breach was deliberate or reckless, We may cancel this policy with effect from the date of the variation, and keep all premiums paid;
- (b) where the breach was neither deliberate nor reckless, and but for the breach:
  - (i) We would not have agreed to the variation on any terms, We may treat this policy as though the variation was never made, but will return any additional premiums paid
  - (ii) We would have agreed to the variation but on different terms (other than premium terms), We may require that the variation includes such different terms with effect from the date it was made, and/or
  - (iii) We would have agreed to the variation but would have increased the premium, or would have increased it by more than We did, or would not have reduced it or would have reduced it by less than We did, Our liability for any loss amount payable shall be limited on a proportionate basis, as outlined in Schedule 1 to the Insurance Act 2015.

This condition operates in addition to any provisions relating to underinsurance in this policy.

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#### **(10) 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) loss, destruction or damage to the Property Insured.
    - (ii) accident or injury to any person or loss, destruction or damage to their property.
  - (c) comply with all legal requirements and safety regulations and conduct The Business in a lawful manner.
  - (d) keep books with a complete record of purchases and sales.
- 

#### **(11) Reinstatement**

When We decide, or are required to reinstate or replace any property, You will at Your expense provide

- (a) plans
- (b) documents
- (c) books
- (d) information
- (e) which We require.

We will not be obliged to reinstate property exactly but only in a satisfactory manner as circumstances allow.

The maximum amount We will pay in respect of one item is the Limit of Indemnity or Sum Insured for that item.

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#### **(12) Subrogation**

Anyone making a claim under this policy must, at Our request and expense, do everything We reasonably require to

- (a) enforce a right or remedy, or
- (b) obtain relief or indemnity

from other parties to which We will become entitled or subrogated because of payment for or making good loss, destruction, damage, accident or injury.

We may require You to carry out such actions before or after We make any admission of or payment of a claim.

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#### **(13) Index Linking**

- (a) Renewal.

Where it states in The Schedule that index linking applies, the amounts insured will be adjusted for movements in the following indices or any alternative index specified by Us in Our reasonable opinion.

- (i) any buildings and tenants improvements item
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The General Building Cost Index issued by the Building Cost Information Service of the Royal Institution of Chartered Surveyors.

(ii) other items

The Producer Price Index for Home Sales of Manufactured Products issued by the relevant government department.

In the event of a negative index We will retain Your existing amounts insured, unless You advise Us otherwise.

(b) Claims.

These adjustments will continue during the

(i) Period of Insurance

(ii) period of repair, replacement or reinstatement provided that such work is carried out and completed without undue delay.

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#### **(14) Subjectivity**

At the inception of or during each Period of Insurance, the insurance provided by this policy may be subject to You

(a) (i) providing Us with any additional information

(ii) completing any actions agreed between You and Us

(iii) allowing Us to complete any actions agreed between You and Us.

(b) If required by Us, allowing Us access to The Premises and/or The Business to carry out survey(s) and Your compliance with any risk improvements identified.

If this is the case, then The Schedule will clearly state the information required and/or the actions to be completed and the dates we require such information or the actions to be completed by.

Upon completion of these requirements (or if they are not completed by the required dates) We may, at Our option:

(i) modify Your premium,

(ii) amend the terms and conditions of this policy,

(iii) require You to make alterations to The Premises and/or to comply with any risk improvements identified,

(iv) exercise Our right to cancel Your policy under Policy Condition (3) Cancellation,

(v) leave the policy terms, conditions and premium unaltered.

If We proceed with any of (i) (ii) and (iii) above, You have the right to cancel this policy from a date agreed by You and Us and, providing no claims have been made, We will refund a proportionate part of the premium paid for the unexpired period of cover.

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*The following Policy Conditions apply only if stated in The Schedule to the Property Damage, Computer Breakdown and Money and Assault Sections of the Policy in addition to the conditions contained in the section of the policy*

#### **(15) Intruder Alarm System**

If in relation to any claim for Damage to the Property Insured caused by theft or attempted theft at The Premises You have failed to fulfil any of Intruder Alarm Conditions (1) to (8) shown below, You will lose Your right to indemnity or payment for that claim.

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##### **Intruder Alarm Conditions**

(1) While The Premises are unattended they must be protected by an Intruder Alarm System

(a) maintained in full and efficient working order under an on-going maintenance contract provided by an Alarm Company.

(b) registered with an Alarm Receiving Centre.

(c) eligible for police response, via the issue and retention of a valid police unique reference number (URN).

(d) which is set in its entirety, with all means of communication used to transmit Activations to an Alarm Receiving Centre in full operation.

(2) If requested, You must supply Us with a copy of the Intruder Alarm System specification.

(3) The Protected Premises must not be left without at least one Responsible Person in attendance where

(a) the Intruder Alarm System is not set in its entirety

(b) the police have withdrawn their response to Activations

unless We agree otherwise.

(4) During any period that the Intruder Alarm System is set, a Key Holder must, following notification of Activations or interruption of any of the means of communication used to transmit Activations to an Alarm Receiving Centre

(a) attend The Premises as soon as reasonably possible in order to confirm the security of The Premises and

(b) reset the Intruder Alarm System in its entirety with all means of communication used to transmit Activations to an Alarm Receiving Centre in full operation.

If the Intruder Alarm System cannot be reset in its entirety or all the means of

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communication used to transmit Activations to an Alarm Receiving Centre are not in full operation, a Key Holder must remain at The Premises unless We agree otherwise.

- (5) You must advise Us as soon as possible and, in any event, not later than 10:00am on Our next working day
- (a) of notice from
    - (i) the police giving warning of withdrawal of their services, or a reduction or delay in the level of their response to Activations
    - (ii) a Local Authority or Magistrate imposing any requirement for abatement of nuisance caused by the Intruder Alarm System
  - (b) when the Intruder Alarm System and the means of communication used to transmit Activations to an Alarm Receiving Centre cannot be returned to or maintained in full working order.
- You must comply with Our subsequent requirements.
- (6) Any alteration or substitution of
- (a) any part of the Intruder Alarm System
  - (b) the structure of The Premises or changes to the layout of The Premises which would reduce the effectiveness of the Intruder Alarm System
  - (c) the means of communication used to transmit Activations to an Alarm Receiving Centre
  - (d) the procedures agreed with Us for police or any other response to any Activations
  - (e) the Intruder Alarm System maintenance contract
- must not be made without Our written agreement.
- (7) You and each Key Holder must maintain
- (a) the secrecy of all the codes and
  - (b) the security of all keys and other setting devices
- for the operation of the Intruder Alarm System. All such keys and setting devices must be removed from The Premises when they are left unattended.
- (8) You must appoint at least two Key Holders and lodge written details (which must be kept up to date) with the Alarm Company, the Alarm Receiving Centre and, if they so require, the police or local authority.

For the purposes of this condition the following definitions apply.

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#### **Intruder Alarm System**

An electrical installation to detect and indicate the presence, entry or attempted entry of an intruder into the Protected Premises, including all devices used to transmit Activations to an Alarm Receiving Centre.

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#### **Alarm Company**

An organisation recognised as an 'approved company' by the National Security Inspectorate (NSI) or as a 'registered firm' by the Security Systems and Alarm Inspection Board (SSAIB).

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#### **Alarm Receiving Centre**

An organisation recognised as an 'approved company' by the NSI or as a 'registered firm' by the SSAIB and which agrees to receive Activations from the Intruder Alarm System and make arrangements for notifying them to a Key Holder and/or the police.

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#### **Activations**

Signals or other information generated by the Intruder Alarm System which indicate

- (a) a suspected or confirmed intrusion into the Protected Premises
- (b) a fault or tamper event may have occurred
- (c) incorrect or unexpected setting or unsetting of the Intruder Alarm System.

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#### **Key Holder**

You, or any person or key holding company authorised by You, who must be

- (1) available at all times to
  - (a) accept notification of Activations
  - (b) attend and allow access to The Premises
- (2) fully trained in the operation of the Intruder Alarm System.

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#### **Protected Premises**

The Premises, or those portions of The Premises, protected by the Intruder Alarm System.

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## Responsible Person

You or any person authorised by You to be responsible for the security of The Premises.

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### (16) Minimum Security

If in relation to any claim for Damage to the Property Insured caused by theft or attempted theft at The Premises, which occurs more than 30 days after the inception of this policy, You have failed to fulfil any of the following conditions, You will lose Your right to indemnity or payment for that claim.

You must ensure that

- (1) all hinged final exit doors are secured as follows
  - (a) timber doors – by a mortice deadlock certified as meeting BS3621 and where the frame, or if a double door, the receiving door, has a boxed striking plate
  - (b) aluminium doors – by a five pin cylinder mortice lock operating a swinging lock bolt
  - (c) PVCu doors – by a multi-point security device having at least three moving bolts operated by a central handle which is secured by a five pin cylinder lock
  - (d) double leaf doors – by the first closing leaf having a multi-point security device having at least two moving bolts operated by a central handle secured by a five pin cylinder lock or fitted at top and bottom of the leaf lockable bolts or key operated mortice rack bolts or rebate bolts. The final closing leaf to be secured as (a) (b) or (c) above. Alternatively each leaf to be fastened to the other by means of a centrally positioned hardened steel padlock bar secured by a closed-shackle padlock.
- (2) all other hinged external doors and internal doors leading to areas of The Premises not occupied by You, common areas, or to other premises, are secured by
  - (a) the means set out in (1) (a), (b), (c) and (d) above  
or, secured internally by
  - (b) lockable bolts or key operated mortice rack bolts fitted at the top and bottom of the door(s).
- (3) any cellar trap door to be secured by means of a centrally positioned internal steel padlock bar secured by a padlock.
- (4) all opening basement and ground floor windows or opening upper storey windows which can be reached by a person standing on adjacent or adjoining lower storey roofs or other structural features, are secured by a window lock or lockable fastening device or are screwed permanently shut from the inside.
- (5) opening roof lights are to be secured using a proprietary fastening device.
- (6) any other security measures stipulated or agreed by Us in writing are implemented.
- (7) when The Premises are unattended all such locks and security devices are put into full and effective operation, and all keys removed to a secure place.

Any door or window designated as a fire exit by any person who is legally responsible for fire safety at The Premises under current fire safety legislation, is excluded from these requirements. However, any such doors must be secured by a proprietary emergency escape mechanism.

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Prudential Regulation Authority.