

FOLGATE

I N S U R A N C E



**Tailor Made
Policy Wording**



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Notices

Documentation

This document the **schedule** and any endorsement(s) attaching to this document and/or **schedule** constitute the **policy**, which is the insurance contract and sets out the terms of this insurance between **you** and **us**.

Your compliance with policy terms

You must comply with the terms of this **policy**. Failure to comply with the terms of this **policy** may result in **your** claim being refused or reduced where that claim has been affected by **your** failure to comply.

Defined terms

Certain words or phrases in this **policy** have specific meaning as defined within this **policy** and wherever these words appear in bold in this **policy** the defined meanings shall apply. These defined words or phrases can be found under the Definitions section of this **policy** and, where section specific, under the applicable section.

Understanding this policy

This **policy** must be read by **you** in its entirety as conditions, exclusions and other limitations apply.

The **policy** is made up of different classes of insurance, which are set out in separate sections of this **policy** with specific terms applying to each section separately in addition to general terms applying to all the sections. The cover **you** have selected under this **policy** is shown in the **schedule**.

You must ensure that the cover **you** have purchased under this **policy** is adequate for **your** needs.

If **you** think there is a mistake in or a change needs to be made to this **policy**, then **you** must immediately notify **your insurance broker**.

How to make a claim

If **you** need to make a claim please first check **your policy** to make sure **you** are covered. **You** must then follow the instructions under the claims' condition under this **policy's** General conditions and, where applicable, further instruction under the relevant section(s) of this **policy**.

24 Hour Claims Line: 0207 256 3102
Address: Folgate Insurance Company Limited, 80 Leadenhall Street, London, EC3A 3DH

Our claims helpline is open 24 hours a day, alternatively **you** can contact **your insurance broker** who will help **us** deal with **your** claim quickly and fairly.

Telephone calls may be monitored and recorded.

Legal expenses helpline services – section I

You can contact **our** UK-based call centre 24 hours a day, seven days a week. However, **we** may need to arrange to call **you** back depending on the enquiry. To help **us** check and improve **our** service standards, **we** may record all inbound and outbound calls, except those to the counselling service. When phoning, please tell **us** that **you** are an APC policyholder.

Legal Advice Service: 0344 893 5726

We provide confidential legal advice over the phone on any commercial legal issue affecting the **business**, under the laws of any European Union country, the Isle of Man, the Channel Islands, Switzerland and Norway. Wherever possible, the Legal Advice service aims to provide immediate advice from a qualified legal adviser. However if this is not possible they will arrange a call back at a time to suit **you**.

Our legal advisers provide advice on the laws of England and Wales 24 hours a day, seven days a week, 365 days a year. Where advice is sought in an area of law beyond this jurisdiction or in respect of very specialist matters, **we** will refer **you** to one of **our** specialist advisers. This will include European law and certain areas of law for Scotland and Northern Ireland.

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

Tax Advice Service: 0344 893 5726

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

Tax advice is provided by tax advisers 9am – 5pm, Monday to Friday, excluding public and bank holidays. If calls are made outside these times, a message will be taken and a return call arranged within the operating hours.

Counselling Service: 0344 893 9012

We will provide **your employees** (including any members of their immediate family who permanently live with them) with a confidential counselling service over the phone. This includes, where appropriate, referral to relevant voluntary and/or professional services. Any costs arising from the use of these referral services will not be paid by **us**.

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

We cannot accept responsibility if the helpline services are unavailable for reasons **we** cannot control.

Legal expenses web-based services – section I

DASbusinesslaw

Using www.dasbusinesslaw.co.uk **you** can create ready-to-sign contracts, agreements and letters in minutes. Developed by solicitors and tailored by **you** using **our** smart document builders. **You** can also buy legal documents from the site, ranging from simple debt recovery letters to employment contracts. The service also provides useful tools and information on matters such as new legislation, employment issues, property law and taxation all regularly updated by legal experts to help **you** keep **your business** one step ahead.

To access DASbusinesslaw, **you** will need to register at www.dasbusinesslaw.co.uk, using **your** DAS policy number TS5/5541422. When registering, please enter the following code which will provide **you** with access to a range of free documents: DAS472301. When prompted to input **your** company name, please insert the prefix APC followed by the name of **your business**. If **you** experience any problems accessing the service, please email details of **your** problem to businesslaw@das.co.uk, quoting the above DAS policy number in the subject box.

Employment Manual

The DAS Employment Manual offers comprehensive, up to date guidance on rapidly changing employment law. To view it, please visit www.das.co.uk and select Employment Manual. All the sections of this web-based document can be printed off for **your** own use. Contact **us** at employmentmanual@das.co.uk with **your** email address, quoting **your** DAS policy number TS5/5541422, and **we** will contact **you** by email to inform **you** of future updates to the information.

How to make a complaint under sections A to H

Our aim is to ensure that all aspects of **your** insurance are dealt with promptly, efficiently and fairly and **we** are committed to providing **you** with the highest standard of service at all times.

If at any time **you** have any concerns regarding **your** contract of insurance, **you** should in the first instance refer to **your insurance broker**.

The majority of complaints can be resolved quickly and satisfactorily by the department **you** are dealing with. It may be that **we** can resolve **your** complaint over the telephone and **you** can contact the relevant department on 0207 256 3100.

Should **you** feel that **we** have been unable to offer **you** a resolve by telephone, please email **us** at complaints@folgateld.com or alternatively write to:

The Chief Operating Officer at Folgate Insurance Company Limited, 80 Leadenhall Street, London, EC3A 3DH.

Your complaint may require further investigation. If so, **we** will send **you** a written acknowledgment within 5 working days stating:

- How **your** complaint will be handled
- Who will handle **your** complaint
- What **you** need to do, if anything.

Your complaint will be investigated by one of **our** trained staff and a detailed response will be sent to **you** within 8 weeks of **us** receiving **your** complaint. If **you** have any concerns in the meantime, **you** can contact the person identified on the acknowledgment letter. **Our** response will either:

- Accept **your** complaint and offer some form of redress if necessary
- Reject the complaint giving full reasons for doing so
- Explain why **we** are not in a position to give **you** a final response and let **you** know when **we** expect to be able to provide it

If **you** are not satisfied with **our** final response or if **we** have been unable to resolve it within 8 weeks, **you** may be eligible to refer **your** complaint to the Insurance Division of the Financial Ombudsman Service who will independently consider **your** complaint free of charge at:

Exchange Tower, Harbour Exchange Square, London, E14 9SR.

You can also contact them on 0800 023 4567 (free from a landline), 0300 123 9123 (free from some mobile phones) or email them at complaint.info@financial-ombudsman.org.uk. Website: www.financial-ombudsman.org.uk.

Please note:

- a) **You** must refer your complaint to the Financial Ombudsman Service within six months of the date of **our** final response.
- b) The Financial Ombudsman Service will normally only consider a complaint from private individuals or from a business that:
 - i. has an annual turnover of less than £6.5 million (or its equivalent in any other currency); and
 - ii. a balance sheet total of less than £5 million (or its equivalent in any other currency) or fewer than 50 employees.

Using these services does not affect **your** right to take legal action.

Complaints under section I

DAS always aim to give **you** a high quality service. If **you** think **we** have let **you** down, please write to **our** Customer Relations Department at:-

DAS Customer Relations Department, DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol, BS1 6NH.

Alternatively **you** can phone **us** on 0344 893 9013 or email **us** at customerrelations@das.co.uk. Details of **our** internal complaint-handling procedures are available on request.

If **you** are still not satisfied, and are a small business, **you** can contact the Insurance Division of the Financial Ombudsman Service at:

Exchange Tower, Harbour Exchange Square, London, E14 9SR.

You can also contact them on 0800 023 4567 (free from mobile phones and landlines), 0300 123 9123 or email them at complaint.info@financial-ombudsman.org.uk. Website: www.financial-ombudsman.org.uk.

Your complaint may be more suitably handled by a comparable complaints scheme, the Legal Ombudsman Service.

You can contact the Legal Ombudsman Service at PO Box 6806, Wolverhampton, WV1 9WJ. **You** can also contact them by telephone on 0300 555 0333 or email them at enquiries@legalombudsman.org.uk. Website: www.legalombudsman.org.uk.

Using these services does not affect **your** right to take legal action.

Compensation

We are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the FSCS if in the unlikely event that **we** are unable to meet **our** obligations under this **policy**. If **you** were entitled to compensation under the FSCS, the level of compensation payable would depend on the nature of the insurance granted under this **policy**.

Further information about the FSCS is available from the FSCS at the address immediately below or on their website: www.fscs.org.uk

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

Data protection statement

The privacy and security of **your** personal data is very important to **us** and will be properly managed with appropriate security measures in place.

We will collect and process data (including sensitive personal information) about any person insured under the **policy** for its administration, the handling of claims and the provision of customer services, and **we** may share it with related entities and with trusted service providers and agents such as lawyers, as well as other parties such as anti-fraud databases, subject to proper instruction and control.

All data may be used by **us** for generic risk assessment and modelling purposes but will not be used or passed to any other party for marketing products or services without **your** express consent. All data provided by **you** about other people to be insured, such as family, friends or other associates, must be with their permission. It is your responsibility to inform them about **our** use of their personal data.

Data will not be retained for longer than necessary and unless it is further required for legal or regulatory reasons. **You** have a number of rights in relation to the data, including the right to request a copy of the information, to correct any inaccuracies and in certain circumstances to have it deleted. Data that may be transferred outside the European Economic Area will have equivalent protection.

For full information as to how data is processed, who it is shared with, how long it is kept or as to the exercise of any rights under any data privacy laws, please refer to **our** Privacy Policy available at <http://www.folgate ltd.com/privacy-policy-folgate-insurance/>.

For a paper copy of **our** Privacy Policy, **you** can contact **us** by:

Email: data@folgate ltd.com

Post: 80 Leadenhall Street, London, EC3A 3DH

If **you** are not satisfied with the way in which any personal data has been managed by **us**, **you** may complain to the Information Commissioner's Office at:

Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire, SK9 5AF, United Kingdom

Tel: 0303 123 1113 (local rate) or 01625 545 745 (national rate)

Email: casework@ico.org.uk

Insurance premium tax

The premium payable under this **policy** may be subject to compulsory insurance premium tax, which shall be payable by **you** at the appropriate rate. The applicable insurance premium tax is shown in the **schedule** and/or on the applicable premium debit note(s) / invoice(s).

In the event that the rate or application of insurance premium tax changes during the **period of insurance** and any premium payable during the **period of insurance** is subject by law to such change or application, then that premium payable shall incorporate such change or application.

Choice of law and jurisdiction

In the absence of any agreement to the contrary, the laws of England and Wales will apply and this **policy** will be subject to the exclusive jurisdiction of the courts of England unless, at the beginning of the **period of insurance**, **you** are either:

- a) a resident of; or
- b) a **business** with its registered office or principal place of business is situated in;

Scotland, Northern Ireland, the Channel Islands or the Isle of Man (in the absence of agreement to the contrary) the law of that country, crown protectorate or dependency will apply and this **policy** will be subject to the exclusive jurisdiction of the courts of that country, crown protectorate or dependency.

Trading sanction(s) restrictions

We shall not provide any cover under this contract of insurance to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

Excess aggregation

Where a claim falls to be dealt with under more than one section of this **policy**, and under the terms of those sections, **you** are responsible for the **excess** in respect **damage** under each section, **we** agree that **you** will only be responsible for one **excess** in respect of that claim.

If the **excess** differs per section, **you** will be responsible to pay the higher amount.

Agreement to insure

The insurance provided by this **policy** has been arranged through APC Underwriting of 80 Leadenhall Street, London EC3A 3DH.

APC Underwriting is a trading name of Anglo Pacific Consultants (London) Limited, which is authorised and regulated by the Financial Conduct Authority (FCA) under reference number 304782.

APC Underwriting has arranged the insurance provided under this **policy** in accordance with the authorisation granted to it under a contract(s) of delegated authority by the **insurer(s)** (the reference of the delegated authority agreement(s) can be found in the **schedule**).

This **policy** is an insurance contract between **us** and **you**.

Provided the premium (including the applicable insurance premium tax) has been paid by **you** in accordance with the terms of this **policy**, **we** shall provide the insurance in accordance with the terms of this **policy**.

Only **you** and **us** can enforce the terms of this **policy**. The Contracts (Rights of Third Parties) Act 1999 will not grant any additional rights under this **policy** in favour of any third party.

Our regulatory status in respect of Part 1 & 2, Sections A to H (excluding Part 1 – Terrorism Extension):

Folgate Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under reference number 202146.

Folgate Insurance Company Limited is incorporated in England and Wales with registration number 00011615. The registered office is located at 80 Leadenhall Street, London, EC3A 3DH.

Amlin UK is a trading name of Amlin UK Limited. Amlin UK Limited is wholly owned by and an Appointed Representative of MS Amlin Underwriting Limited which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under reference number 204918.

Amlin UK Limited is registered in England No. 02739220. Registered office: Leadenhall Building, 122 Leadenhall Street, London, EC3V 4AG.

Your insurer's regulatory status in respect of Part 1 – Terrorism Extension:

International General Insurance Company (UK) Ltd. is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority under reference number 519580.

International General Insurance Company (UK) Ltd. is registered in England and Wales with registration no. 06870207.

Your insurer's regulatory status in respect of Part 3, Section I:

DAS Legal Expenses Insurance Company Limited ('DAS') is the underwriter and provides the legal protection insurance under section I: Legal Expenses. The legal advice service is provided by DAS Law Limited and/or a **preferred law firm** on behalf of DAS.

DAS Head and Registered Office:

DAS Legal Expenses Insurance Company Limited, DAS House Quay Side, Temple Back, Bristol, BS1 6NH.

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

DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

DAS Law Limited Head and Registered Office:

DAS Law Limited, North Quay, Temple Back, Bristol, BS1 6FL

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

DAS Law Limited is authorised and regulated by the Solicitors Regulation Authority (registered number 423113).

The above can be checked and further details obtained from:

www.bankofengland.co.uk for the PRA, and

<https://register.fca.org.uk> for the FCA

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

Meaning of defined terms

These meanings apply throughout **your policy**. If a word or phrase has a defined meaning, it will be highlighted in bold print and will have the same meaning wherever it is used. However, section I: Legal expenses of this **policy** has its own Meanings of defined terms. If the meaning of a word or phrase is defined below and the same word or phrase is defined differently under section I: Legal expenses, the definition provided under section I: Legal expenses apply to that section only.

Bodily injury

Accidental injury which solely and independently of any other cause (except illness directly resulting from or medical or surgical treatment rendered necessary by such accidental injury) results in the death or disablement of any of **your** principals or **employees** within twelve calendar months from the date of the accident causing the injury.

Business

The description shown in the **schedule** and

- i) the ownership repair and maintenance of the **property** owned by **you** and used in connection with the business described in the **schedule**
- ii) the provision and management of canteen social sports and welfare organisations for **employees**
- iii) the provision and management of first aid and fire services
- iv) private work carried out by an **employee** with **your** written consent for any of **your** directors, partners or senior officials.

Consequential loss

Any loss resulting from interruption of or interference with the **business** carried on by **you** at the **premises** in consequence of loss, destruction or **damage** to **property** insured in connection with the **business**.

Computer equipment

Computer equipment, component, system or item which processes, stores, transmits or retrieves data, or any part thereof, whether the property of **you** or not, whether tangible or intangible and including without limitation any information, programs or software.

Damage(d)

The loss of, destruction of or damage to tangible property.

De jure or de facto

In law or as a matter of fact.

Employee(s)

- a) any person under a contract of service or apprenticeship
- b) any labour master or labour only sub-contractor or person supplied by any of them
- c) any self-employed person providing labour only
- d) any person under a contract of service or apprenticeship with another employer and who is hired to or borrowed by **you**
- e) any person participating in any Government or otherwise authorised work experience training study exchange or similar scheme;

whilst working for **you** in connection with the **business**.

Excess(es)

The amount for which **you** are responsible as the first part of each and every claim as shown in this **policy** or in the **schedule**.

Hacking

Unauthorised access to any computer or other equipment or component or system or item which processes, stores or retrieves data whether **your** property or not.

Indemnity period

1. In respect of Section A: Material **damage** extensions to cover – Loss of rent:

- the period beginning with the happening of the **damage** which renders the buildings of your **premises** uninhabitable and ending at the time the **premises** are deemed habitable but not later than the indemnity period shown in the **schedule**.

2. In respect of Section B: **Business** interruption:

- the period beginning with the happening of the **damage** and ending not later than the indemnity period shown in the **schedule** during which the results of the **business** are affected as a result of the **damage**.

3. In respect of extra benefit with Section B – **Notifiable disease, vermin pests and defective sanitation**, murder or suicide:

In respect of **vermin pests and defective sanitation**:

- the period during which the results of the **business** shall be affected in consequence due to the discovery or accident, beginning with the date from which restrictions on the use of the **premises** are applied and ending not later than three months thereafter.

In respect of all other extra benefits listed under Section B: **Business** Interruption:

- the period during which the results of the **business** shall be affected in consequence due to the occurrence or discovery, beginning with the date of the occurrence or discovery ending not later than 3 months thereafter.

4. In respect of Section G: Loss of licence, this means:

- The period beginning with the loss of licence and ending not later than twelve months thereafter during which the results of the **business** are affected in consequence of the loss of licence.

Injury

Death, bodily injury, illness or disease.

Insurance broker

The insurance broker or other intermediary who arranges **your** insurance under this **policy**. The insurance broker's details can be found in the Terms of Business Agreement or other documentation provided by that insurance broker to **you**.

Insured person

Each of **your** principals, partners or directors or **employees** aged 16 to 70 specified in the **schedule**.

Intruder alarm system

The component parts including the means of communication used to transmit signals.

Key holder(s)

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

Limit of indemnity

The sum insured or limit of indemnity as shown in **your schedule** under each section or item.

Loss of a limb

Total loss or permanent and total loss of use of one or more limbs

Loss of sight

Total and irrecoverable loss of sight in one or both eyes

Money

Cash, bank notes, cheques, money orders, postal orders, current postage stamps, credit card sales vouchers, embossed stamps, national savings certificates, holiday stamps, VAT purchase invoices, bankers' drafts, national giro drafts, franking machine units, lottery scratch cards, mobile phone top up cards, luncheon vouchers and gift tokens held in connection with the **business** and belonging to **you** or are **your** responsibility.

Notifiable Disease

An illness sustained by any person caused by:

- any of the following human infectious or human contagious diseases:
Acute Encephalitis, Acute Poliomyelitis, Anthrax, Chickenpox, Cholera, Diphtheria, Dysentery, Leprosy, Leptospirosis, Malaria, Measles, Meningococcal Infection, Mumps, Ophthalmia Neonatorum, Paratyphoid Fever, Plague, Rabies, Rubella, Scarlet Fever, Smallpox, Tetanus, Tuberculosis, Typhoid Fever, Viral Hepatitis, Whooping Cough, Yellow Fever
- any discharge release or escape of legionella from water tanks, water systems, air-conditioning plants, cooling towers and the like from any **premises** located in Scotland

an outbreak of which the competent local authority has stipulated shall be notified to them.

Offshore

From the time of embarkation onto a conveyance at the point of final departure from land to any offshore rig or any offshore platform and until such time of disembarkation from a conveyance onto land upon return from any offshore rig or any offshore platform

Period of insurance

The period of time (as shown in the **schedule**) during which **you** are covered under this insurance and any extension to that period that **we** have agreed in writing.

Permanent total disablement

Absolute disablement from giving attention to or disablement from engaging in any and every kind of profession and occupation and that in the opinion of a qualified medical practitioner the **insured person** is beyond hope of improvement.

Policy

This document and the **schedule** and any endorsements amending and attaching to this document and/or **schedule**.

Premises

The premises shown in the **schedule** (including outbuildings on the same premises), the structure of the premises (including outbuildings on the same premises) being built of brick, stone, or concrete and roofed with slate, tile, concrete, metal, asbestos or any other non-combustible material (unless otherwise agreed with **us** and noted in the statement of facts).

Product(s)

Any products (including containers and labelling instructions provided in connection with those products) manufactured, sold, supplied, erected, repaired, altered, treated, transported, serviced or installed by **you** in the course of the **business**.

Property

Any possession, land or real estate of material and tangible value.

Schedule

The signed and dated document incorporated into this **policy** identifying, amongst other things, **you** and the insurance cover **you** have purchased under this **policy**, together with the **period of insurance**, premium (including the insurance premium tax, if applicable), maximum amounts payable by **us**, **excess** and other limitations.

Temporary total disablement

Disablement wholly preventing the **insured person** from attending to or engaging in any and every profession and occupation part time or otherwise.

Territorial limits

- a) Great Britain, Northern Ireland, the Channel Islands or the Isle of Man;
- b) member countries of the European Community other than **offshore** in connection with temporary visits undertaken in the course of the **business** by any person normally resident in the territories described in a) above
- c) elsewhere in the world (other than United States of America and Canada) in respect of **injury** or **damage to property** caused by or arising from any **products**.

Terrorism

An act of any person(s) acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of Her Majesty's Government in the United Kingdom or any other government **de jure** or **de facto**.

Unoccupied

Where the **premises** or parts thereof are wholly or mainly unoccupied, unfurnished or not in use by **you** for 21 consecutive days or more.

In respect of any residential accommodation or private dwelling rooms at the **premises**, unoccupied means unfurnished or untenanted and not resided in regularly overnight by **you** or a tenant for 21 consecutive days or more.

Us / we / our

The insurer providing the cover under this **policy** as shown in the **schedule**.

Vermin pests and defective sanitation

- a) the discovery of vermin or pests; or
- b) any accident causing defects in the drains or other sanitary arrangements at the **premises** which causes restrictions on the use of the **premises** on the order or advice of the competent local authority.

Virus or similar mechanism

Virus or similar mechanism means program code, programming instruction or any set of instructions intentionally constructed with the ability to **damage**, interfere with or otherwise adversely affect computer programs, data files or operations, whether involving self-replication or not. The meaning of virus or similar mechanism includes but is not limited to Trojan horses, worms and logic bombs.

You / your

The person(s) or company(ies) named in the **schedule** as the **insured**.

General conditions (applicable to Parts 1 and 2)

In addition to the general conditions set out immediately below, conditions specific to each section or parts of this **policy** also apply and these can be found within the relevant sections of this **policy**.

You must comply with the terms of this **policy**. Failure to comply with the terms of this **policy** may affect **your** right to recover a claim or claims under this **policy**.

Some of the conditions below impose an obligation or obligations on **you** that require **you** to do, or not do, certain things; such conditions are referred to as a condition with obligation. If **you** fail to carry out the obligation(s) (or part of an obligation) under a condition with obligation **we** may, depending on the extent of the obligation(s):

- a) not pay the claim (or part of a claim), where the loss is attributable to **your** failure to carry out the obligation(s) (or part of an obligation), and/or
- b) suspend the cover granted under this **policy**:
 - i) from the date **you** failed to fulfil the obligation(s) (or part of an obligation),
 - ii) until **you** have fulfilled the obligation(s), if fulfilment is possible.

Arbitration condition

If any dispute arises between **you** and **us** as to the amount to be paid under this **policy** (liability being otherwise admitted) and should **you** choose not to follow **our** complaints procedure or where you are not eligible to complain to FOS, where both parties agree, such dispute may be referred to an arbitrator who will be either a solicitor or a barrister. If the parties cannot agree on their choice of arbitrator the Law Society may be asked to make a nomination.

The arbitration will be binding and carried out under the Arbitration Act. The costs of the arbitration will be at the discretion of the arbitrator.

Cancellation of this **policy** condition

- 1) Cancellation during the first 14 days.

If the insurance provided under this **policy** does not meet **your** requirements and provided that no claim has been made under this **policy** or **you** are not aware of any accident, incident or **circumstance** likely to give rise to a claim under this **policy**, then **you** can cancel this **policy** within 14 days of:

- a) the start date of this insurance as shown under the **period of insurance**, or
- b) the date **you** received this **policy**,

whichever is the later.

In exercising **your** right to cancel in this way, **you** withdraw from this contract of insurance from the start date as stated in the **period of insurance** shown in the **schedule**, **we** will return to **you** the premium paid.

You can do this by advising **your insurance broker** and returning this **policy** to **your insurance broker**.

- 2) Cancellation in other circumstances

- a) by **you**

You can cancel this **policy** during the **period of insurance** by giving notice to **your insurance broker**. If **you** give such notice of cancellation, the amount of return premium the **Insurer** will return to **you** will depend on:

- i. how long this **policy** has been in force, and
- ii. whether a claim has been made under this **policy** or there is a known potential claim or accident, incident or **circumstance** likely to give rise to a claim under this **policy**.

If **you** cancel this **policy** and a claim has not been made under this **policy** and there is no known potential claim or accident, incident or **circumstances** likely to give rise to a claim under this **policy**, **we** will return a share of the premium paid which shall be calculated as follows:

- i. Where the **policy** has been in force for a period up to but not exceeding 55 days from the start date as shown in the **period of insurance**, **we** shall retain 15% of the premium paid (including the applicable insurance premium tax).
- ii. Where the **policy** has been in force for a period greater than 55 days but less than 311 days from the start date as shown in the **period of insurance**, **we** shall retain that proportion of the premium paid (including the applicable insurance premium tax) that relates to the period this **policy** has been in force.
- iii. Where the **policy** has been in force for a period of 311 days from the start date as shown in the **period of insurance**, there shall be no return of premium payable.

If your **policy** is subject to survey as shown in the **schedule** then the cost of the survey will be deducted from any return premium due to **you**.

However, there will be no refund of premium:

- i. if a claim has been made under this **policy** or there is a known potential claim or accident, incident or **circumstances** likely to give rise to a claim, or
 - ii. if this **policy** is subject to a minimum and deposit premium as shown in the **schedule**.
 - iii. in respect of Part 1 – Terrorism Extension
- b) by **us**

We may cancel this **policy** by giving **you** 30 days' written notice via **your insurance broker**. The cancellation will take effect 30 days after the day **you** are notified of the cancellation and **we** shall return the premium paid for the unused **period of insurance** (other than in circumstances where **we** invoke the 'Disclosure and accuracy of information condition' and/or the 'Fraudulent claim(s) condition' in this **policy**).

Reasons **we** may cancel this **policy** include:

- i. **you** do not co-operate or supply information or documentation that **we** request which materially affects **our** ability to process the **policy** or **our** ability to defend **our** interests; or
- ii. following a survey at any of **your** premises or sites **we** have required **you** to make risk improvements and **you** have not completed these within a reasonable period of time advised by **us**; or
- iii. the premium has not been paid; or
- iv. threatening or abusive behaviour or the use of threatening or abusive language, intimidation or bullying of **our** staff or suppliers; or
- v. the **business** is wound up, carried on by a liquidator or permanently discontinued; or
- vi. **your** interest ceases otherwise than by death; or
- vii. the information that **we** have used to form the basis on which cover and premium were offered changes.

In the event the extent of the change referred to in vii. above makes the risk unacceptable to **us** and **we** cannot continue to insure **you** for any further period, **we** will cancel the **policy** by giving **you** immediate notice via **your insurance broker**. The cancellation will take effect on the day **you** are notified of the cancellation and **we** shall return the premium paid for the unused **period of insurance**.

If **you** make a fraudulent claim under this **policy** by recklessly or deliberately providing false information (see Fraudulent claim(s) condition below), then **we** shall cancel this **policy** with immediate effect from the date the fraud was committed, and the cancellation shall be in writing to **you** via **your insurance broker**.

3) Cancelling when a claim has been made

Where a claim has been made during the current **period of insurance**, the full annual premium will still be payable despite cancellation of cover and **we** reserve the right to deduct this from any claim payment.

Change in risk information condition

If the information **you** have given **us** in relation to the insurance provided under this **policy** changes or there is any change in or variance of the risk(s), before or during the **period of insurance** then **we** need to know as it may result in:

- **us** applying different terms, and/or
- it being determined that **we** require a survey to be undertaken (see Survey condition under General conditions) and/or
- a claim not being paid (in whole or in part), and/or
- it being determined that the **policy** is no longer suitable to meet **your** needs.

You must make a fair presentation of the risk(s) to **us** if there is any change in or variance of the risk(s) before or after the start date of this insurance as shown in the **period of insurance**. An explanation of fair presentation of the risk(s) is shown under the Disclosure and accuracy of information Notice in this **policy**.

To enable **us** to assess any such changes or variations in information and/or risks **you** must tell **us** immediately or as soon as practicable of any such changes or variations. This can be done by advising **your insurance broker**.

Claims notification condition

You shall give notice to **us** immediately or as soon as reasonably practicable of every:

- a) occurrence, incident or circumstance which gives or may give rise to a claim under this **policy**;
- b) claim made or threatened against **you**;
- c) notice of any impending prosecution, inquest, inquiry, or other proceedings, relating to any matter for which a payment may be made under this **policy**;

to include full particulars thereof and every letter, demand, writ, summons, or other notice or process received by **you**.

You shall notify the police of any loss or **damage** caused by malicious persons, thieves, rioters, strikers or vandals.

The contact details for giving notice of claim can be found under How to make a claim notice at the front of this **policy**.

Claims control condition

In respect of any claim, potential claim or accident, incident or circumstance that may give rise to or has given rise to a claim under this **policy you** shall immediately, or as soon as reasonably practicable:

- a) give **us** all information and assistance as **we** may require. To include, but not limited to the full details and facts, every letter, demand, writ, summons or other process received by **you**,
- b) take no action that might prejudice **our** position under this **policy**, and/or
- c) not admit liability for or offer to settle any claim, costs or expenses without **our** prior written consent.

In respect of any claim or potential claim under this **policy**, **we** shall be entitled at any time and at **our** sole discretion to:

- a) take over and conduct in **your** name the defence of any claim and to prosecute in **your** name for **our** benefit any claim for indemnity or damages or otherwise against any third party;
- b) conduct any negotiations and proceedings and the settlement of any claim;
- c) pay up to the maximum sum payable or any lesser sum for which any claim can be settled, whereupon **we** shall be under no further liability to **you** in respect of such claim.

Disclosure and accuracy of information condition

You must take care to give accurate and complete information relating to the insurance provided by this **policy**.

In addition to the statement of facts **you** are required to disclose to **us** information including material circumstances that fairly present the risks that are or would be insured under this **policy**.

A fair presentation of the risks means that, in addition to answering the questions asked in the statement of facts, **you** must:

- 1) disclose to **us** every material circumstance which **you** know or ought to know or, failing that, sufficient information to alert **us** that **we** need to make further enquiries; and
- 2) make such disclosure in a reasonably clear and accessible manner; and
- 3) ensure that, in such disclosure, any material representation as to:
 - a) a matter of fact is substantially correct; and
 - b) a matter of expectation or belief is made in good faith.

A circumstance or representation is material if it would influence **our** judgement (as a prudent underwriter) in determining whether to insure **you** and, if so, on what terms. If **you** are in any doubt as to the whether a circumstance or representation is material then **you** should disclose it.

If **you** become aware that the information **you** have given to **us** is inaccurate or incomplete or **you** have any particular concerns about any of the information **you** have provided or should provide, before or after the start date of this insurance as shown in the **period of insurance**, then **you** must advise **your insurance broker**.

If the information **you** have given **us** in relation to this insurance proves to be inaccurate or incomplete, then **we** may:

- a) amend the terms of this **policy**, which may be applied as if they were already in place prior to any claim where the validity of that claim was impacted by the inaccurate or incomplete information, or
- b) reduce the amount **we** pay on a claim in the proportion the premium paid bears to the premium **we** would have charged **you** had the information not been inaccurate or incomplete, or
- c) treat this **policy** as if it never existed, which means no claims will be paid and the premium paid under it will be returned to **you**. This will only be done if this insurance would not have been provided.

If **we** establish that **you** deliberately or recklessly provided false or misleading information in relation to the insurance provided under this **policy**, **we** will treat this insurance as if it never existed for the **period of insurance**, which means no claims will be paid and **we** will not return the premium. If this happens **we** will advise **you** via **your insurance broker**.

Fraudulent claim(s) condition

If **you** or anyone acting for **you**:

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

We will:

- i. have no liability to pay the fraudulent claim
- ii. be entitled to recover any payments which have been made in respect of the fraud
- iii. be entitled to treat the **policy** as cancelled with effect from the time of the fraudulent act (not the discovery of it) and retain the insurance premium
- iv. be entitled to refuse all claims arising after the date of the fraud.

We may also inform the police of the circumstances.

Other insurance condition

We will not indemnify **you** in respect of loss, **damage** or liability which is insured by or would but for the existence of this **policy** be insured by any other policy except in respect of any excess beyond the amount payable under such other policy or which would have been payable under such other policy had this insurance not been effected.

Paying by instalments condition

If **you** have agreed to pay **your** premium by instalments under a linked credit agreement, the following will apply:

- If **you** do not pay an instalment when it is due, or if the instalment instruction has been cancelled for any reason, **you** must pay all the remaining instalments and any administration fee within 7 days of receiving the written notice. If **you** do not pay the amount **you** owe within these 7 days, **we** will subject to the Consumer Credit Act and/or any subsequent legislation where this is applicable cancel the remaining cover under this insurance and notify **you** via **your insurance broker** in writing
- If any extra premium is needed during the **period of insurance**, it will be spread out over the remaining instalments due for that year. If **you** have already paid all **your** instalments, **you** must immediately pay any extra premium when it is due.
- If **we** owe **you** any return of premium, the amount **we** owe may be taken off the instalments due for the year. If **you** have already paid all **your** instalments, **we** will pay any return premium to **you**.

Premium adjustment condition

Parts of the premium will be calculated on estimates. **You** must within one month from the expiry of each **period of insurance** furnish such particulars and information as **we** may require and shall at **our** request provide an auditors certificate in support thereof.

The premium for such period shall then be adjusted subject to **us** retaining any agreed minimum premium.

If **you** fail to supply such particulars **we** will be entitled to charge a reasonable additional premium in respect of that **period of insurance**.

Reasonable care condition

You must take reasonable steps to:

1. prevent or protect against **injury**, loss or **damage**,
2. keep **your premises**, machinery, plant and equipment in good condition and in full working order,
3. remedy any defect or any danger that becomes apparent, as soon as possible.

If **you** do not comply with this condition **you** may not receive payment in respect of a claim.

Subrogation (**our** rights) condition

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

1. the defence or settlement of any claim
2. steps to enforce rights against any other party before or after payment is made by **us**.

Survey condition

This is a condition with obligation whereby if **we** require a survey(s) to be undertaken at the address shown in the **schedule**, any associated **business** address or any contract site as **we** may require then this survey requirement(s) will be advised to **you** before the start date of the insurance provided under this **policy** as shown under the **period of insurance** and shown in the **schedule**.

In accordance with the Change in risk condition under General conditions of this **policy**, if a change or variance in risk(s) occurs which results in the requirement for a survey to be undertaken in order for **us** to consider the change or variance in risk then this survey requirement(s) will be advised to **you** at the time **you** notify **us** of the change or variance in risk and shown in the **schedule**.

In the event a survey is undertaken, the following shall apply:

1. the survey will be undertaken by **our** authorised representative and arranged and paid for by **us**;
2. **you** shall cooperate with **us** and/or **our** authorised representative in respect of the survey(s);
3. in respect of the survey(s) and to the extent of the results of the survey(s), **we** may:

- i) amend the terms of this **policy**, which may include a payment by **you** of an additional premium.

Such different terms, including the payment of any additional premium, shall apply on the date **you** are notified of the amended terms or at a later date if advised to **you**, in writing, by **us**, and/or:

- ii) require **you** to implement any requirements arising from the survey(s) as advised to **you** by **us**;

iii) cancel the **policy** with immediate effect should the survey reveal any information provided by **you** relating to this insurance proves to be inaccurate and/or incomplete.

4. **you** shall pay any additional premium and implement any requirements arising from the survey(s) within the timeframe, all as advised to **you** by **us**.

Tenants' act or omission condition

The insurance provided under this **policy** shall not be prejudiced by any act or omission by a tenant of the property(ies) insured under this **policy** where such act or omission is unknown to **you** or beyond **your** control provided that immediately **you** become aware such act or omission **you** shall give notice to **us** in accordance with the Change in risk information condition of this **policy**. The Change in risk information condition can be found under the General conditions section of this **policy**.

General exclusions (applicable to Parts 1 and 2)

In addition to the general exclusions set out immediately below, exclusions specific to each section or parts of this **policy** also apply and these can be found within the relevant sections of this **policy**.

You must comply with the terms of this **policy**. Failure to comply with the terms of this **policy** may affect **your** right to recover a claim or claims under it.

Cyber terrorism

We will not cover:

- a) any loss caused by or contributed to, by, or arising from or occasioned by or resulting from:
 - i. the alteration, modification, distortion, corruption of or damage to any computer or other equipment or component or system or item which processes stores transmits or receives data or any part of it whether tangible or intangible (including but without limitation any information or programs or software); or
 - ii. any alteration, modification, distortion, erasure or corruption of data processed by any computer or other equipment or component or system or item;

whether your property or not, where the loss is caused by a **virus or similar mechanism, phishing or hacking or denial of service attack**; or

- b) any legal liability or financial loss or expense, including but not limited to consequential loss, caused by or contributed to by, or arising from or occasioned by or resulting from a **virus or similar mechanism, phishing or hacking or denial of service attack**.

For the purposes of this exclusion, the following words will have the same meaning wherever they are used in this exclusion:

Data

Data means data of any sort, including but not limited to, tangible or intangible data and any programs of 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, website or any information.

Denial of service attack

Denial of service attack means 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 and the generation of excess or non-genuine traffic between and amongst networks and the procurement of those actions or instructions by other computer systems.

Computer system(s)

Computer system(s) means a computer or other equipment or component or system or item which processes, stores, transmits or receives data.

Hacking

Hacking means unauthorised access to any computer system whether your property or not.

Phishing

Phishing means any access or attempted access to data or information made by means of misrepresentation or deception.

Virus or Similar Mechanism

Virus or Similar Mechanism means program code, programming instruction or any set of instructions intentionally constructed with the purpose and ability, or purposely used, to damage, interfere with, adversely affect, infiltrate or monitor computer systems, computer programs, 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.

Date recognition exclusion

We will not cover **damage** caused by, contributed to or arising from the failure of equipment (including hardware and software) to correctly recognise any given date or to process data or to operate properly due to failure to recognise any given date. But **we** will cover subsequent **damage** resulting from an insured cause, which is not excluded elsewhere in the **policy**.

This exclusion does not apply to Section ten (B): Employers' liability.

Electrical plant

We will not pay any claim for **damage** to or destruction of any electrical plant or electrical appliance i.e. dynamo transformer motor or other working electrical machinery apparatus or fittings directly caused by its own overrunning, short-circuiting, excessive pressure or self-heating, but should fire extend to and **damage** or destroy any other part of the plant or appliances or other property Insured hereby, such **damage** or destruction is not excluded by the **policy**.

Excess(es)

Unless otherwise stated in the **schedule**, the following **excess** will apply to the loss as applicable to each section:

Section A	Insured perils 1-7	£ 250.00
Section A	Subsidence and/or heave or landslip	£1,000.00
Section A	Breakage of glass	£ 250.00
Section A	Accidental damage	£ 250.00
Section B		£ 500.00
Section C		£ 250.00
Section D		£ 250.00
Section E		£ 250.00
Section F		£ 50.00
Section G		£ 500.00
Section H	Sub-section 2	£ 250.00
Section H	Sub-section 3	£ 250.00

Northern Ireland exclusion

Except in respect of claims arising from accidents to **employees** admissible as a valid claim under the Employers' liability subsection of Part 2 of this **policy**, **we** will not pay any claim where the claim is caused by, arises from, relates to or is contributed to by:

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

occurring in Northern Ireland.

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

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

Pressure waves exclusion

We will not pay any claim where the claim is caused by, arises from or relates to or is contributed to by pressure waves caused by aircraft or other aerial devices travelling at sonic and supersonic speeds.

Terrorism exclusion

This **policy** excludes any **damage** cost or expense of whatsoever nature caused by, resulting from or in connection with:

1. any act of **terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss
2. any action taken in controlling, preventing, suppressing or in any way relating to any act of **terrorism**.

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

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

However, this exclusion does not apply to:

- Section A: Material **damage** and Section B: **Business** interruption if the **Terrorism** extension for those Sections has been purchased; and
- Sub-section 1: Employers' liability of Section H under Part 2.

War and nuclear risks

We will not pay any claim where the claim is caused by, arises from, relates to or is contributed to by:

- a) war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.
- b) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- c) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

However, this exclusion shall not apply to Sub-section 1: Employers' liability of Section H under Part 2.

Part 1

Section A: Material damage

Your schedule will show you the 'Property insured' covered under this policy.

Subject to the terms of this section and the other applicable policy terms, we will pay you up to the limit of indemnity in respect of any one claim or a series of claims arising out of one occurrence for loss or damage to property insured (caused by an insured peril listed below) occurring during the period of insurance.

What is covered	What is not covered
<p>Property insured</p> <p>A. Trade fixtures & fittings, machinery, plant, tenants' improvements and all other contents including property held in trust</p> <p>B. Stock and materials in trade</p> <p>C. Buildings, including landlords fixtures and fittings and walls, gates and fences pertaining thereto</p>	<p>Loss or damage:</p> <ul style="list-style-type: none"> ▪ in respect of jewellery, precious stones, precious metals, bullion, furs, curiosities, works of art or rare books; or ▪ in respect of vehicles licensed for road use (including accessories thereon), caravans, trailers, railway locomotives, rolling stock, watercraft or aircraft; or ▪ in respect of property or structures in the course of construction or erection including materials or supplies in connection with all such property in course of construction or erection; or ▪ in respect of land, roads, pavements, piers, jetties, bridges, culverts, or excavations.
<p>Insured perils</p> <p>1. Fire (including subterranean fire), explosion, lightning or earthquake.</p>	<p>Loss or damage:</p> <ul style="list-style-type: none"> ▪ caused by the bursting of a boiler (not being a boiler used for domestic purposes only) economiser or other vessel, machine or apparatus in which internal pressure is due to steam only and belonging to or under your control; or ▪ in respect of and originating in any vessel, machinery or apparatus or its contents belonging to or under your control which requires to be examined to comply with any Statutory Regulations. Such vessel, machinery or apparatus shall be the subject of a policy or other contract providing the required inspection service.
<p>2. Storm or flood</p>	<p>Loss or damage:</p> <ul style="list-style-type: none"> ▪ caused by frost, subsidence, ground heave or landslip; or ▪ caused solely by change in water table levels; or ▪ to hedges, fences, gates and moveable property in the open.
<p>3. Escape of water from any tank, apparatus or pipe (including damage to any fixed tank apparatus or pipe, caused by freezing or forcible and violent bursting).</p>	<p>Loss or damage:</p> <ul style="list-style-type: none"> ▪ in respect of any building which is unoccupied; or ▪ caused by wet or dry rot, rust, corrosion or other wear and tear; or ▪ caused by water from an automatic sprinkler installation or the bursting of a boiler (not being a boiler used for domestic purposes only); or ▪ arising from repairs to or removal or extension of pipes, mains, tanks or apparatus or by bursting or overflowing.
<p>4. Riot, civil commotion, strikers, locked-out workers, or persons taking part in labour disturbances or malicious persons.</p>	<p>Loss or damage:</p> <ul style="list-style-type: none"> ▪ by theft; or ▪ arising from cessation of work; or ▪ caused by such malicious persons or vandals, acting on behalf of or in connection with any political organisation; or ▪ due to confiscation, requisition or destruction, by or by order of the government or any public authority; or ▪ in respect of any premises which are unoccupied.

5. Impact with the premises by aircraft, other aerial devices including articles dropped from them or by any vehicle, train, animal, falling branch, aerial or mast or satellite dish.	
6. Leakage of oil from any fixed heating installation or leakage of beer or other beverages from pumped drink containers.	
7. Theft or attempted theft (including damage to the premises for which you are responsible), involving entry to or exit from the premises by forcible or violent means; or Theft by violence or threat of violence to you or your family or employees .	<p>Loss or damage:</p> <ul style="list-style-type: none"> ▪ in respect of any building which is unoccupied; or ▪ from any premises or parts thereof not capable of being locked; or ▪ loss or damage to moveable property in the open.

Section A: Material **damage** optional perils

Your schedule will show **you** which of these optional perils have been purchased by **you**.

Subject to the terms of this section and the other applicable **policy** terms, **we** will pay **you** up to the **limit of indemnity** in respect of any one claim or a series of claims arising out of one occurrence for loss or **damage** to **property** insured (caused by an insured optional peril (as listed below and if purchased by **you**) occurring during the **period of insurance**).

What is covered

1. Any other accidental loss or **damage**

What is not covered

Loss or **damage**:

- arising from wear, tear, the action of light or atmosphere, corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, mould, dryness, marring, scratching, bruising or deterioration, moths, vermin or insects ; or
- arising from any process of cleaning dyeing, restoring, adjusting, packing, treating, testing, commissioning, servicing or repairing; or
- arising from any natural or man-made inherent flaws or defects, gradual deterioration, wear, tear, frost, change in water table level, its own faulty or defective design or materials, the action of light or atmosphere; or
- arising from faulty or defective workmanship, operational error or omission on **your** part or that of **your employees**; or
- to any machine or apparatus arising from mechanical, electrical, or electronic breakdown or derangement, adjustment, maintenance or repair; or
- specifically excluded in insured perils 1-7; or
- specifically excluded in the general exclusions; or
- arising from dishonesty or fraudulent action by **your employees** unless discovered within one month of the dishonesty or fraudulent action occurring; or
- by theft or any attempted theft; or
- arising from subsidence, ground heave, landslip, or the settlement or movement of made-up ground; or
- arising from normal settlement or bedding down of new structures; or
- arising from coastal or river erosion; or
- relating to routine maintenance or repair; or
- arising from the erasure or distortion of information on computer systems or other records; or
- unexplained loss, disappearance or shortage revealed only at the time of stock taking or the making of an inventory; or
- arising from any shortage due to error or omission; or

	<ul style="list-style-type: none"> ▪ in respect of money, cheques, stamps, bonds, credit cards or securities of any description; or ▪ in respect of jewellery, precious stones, precious metals, bullion, furs, curiosities, works of art or rare books; or ▪ arising from or in connection with vehicles licensed for road use, caravans, trailers, watercraft or aircraft; or ▪ caused by pollution or contamination except (unless otherwise excluded) destruction or damage to the property insured caused by: <ul style="list-style-type: none"> - pollution or contamination which itself results from a peril hereby insured against; or - any peril hereby insured against which itself results from pollution or contamination.
<p>2. Subsidence, ground heave or landslip of any part of the premises</p>	<p>Loss or damage:</p> <ul style="list-style-type: none"> ▪ to swimming pools, paved terraces, yards, car parks, drives, roads, paths, pavements, patios, walls, gates and fences, unless also affecting the structure of the premises insured; or ▪ caused by the normal settlement or bedding down of new structures; or ▪ caused by the settlement or movement of made up ground; or ▪ caused by coastal or river erosion; or ▪ defective design or workmanship or the use of defective materials; or ▪ caused by fire, subterranean fire, explosion, earthquake, or the escape of water from any tank, apparatus or pipe; or ▪ originating prior to the inception of this policy; or ▪ arising from demolition, construction, structural alteration, repair, groundworks or excavation at the premises.

Section A: Material **damage** extensions to cover

Your **schedule** will show **you** which of these extensions have been purchased by **you**.

Subject to the terms of this section and the other applicable **policy** terms, **we** will pay **you** up to the **limit of indemnity** in respect of any one claim or a series of claims arising out of one occurrence for loss or **damage** to **property** insured arising under an extension to cover (as listed below and if purchased by **you**) occurring during the **period of insurance**.

What is covered	What is not covered
<p>Glass breakage</p> <p>We will pay for the replacement of or making good the breakage or scratching of glass at the premises for which you are responsible. We will also pay for:</p> <ul style="list-style-type: none"> ▪ temporary boarding-up following breakage. ▪ repair of damage to window frames as a result of such breakage, or the cost of removal or replacement of fixtures and fittings in the course of replacement of glass up to a maximum amount of £500, or any higher limit shown in the schedule ▪ lettering or other ornamental work and alarm foil on glass up to a maximum amount of £500, or any higher limit shown in the schedule, for any one loss. <p>All glass shall be considered as the following unless</p>	<p>Loss or damage:</p> <ul style="list-style-type: none"> ▪ caused by workman carrying out alterations, decorations or repairs to the premises; or ▪ to glass whilst being fitted at the premises; or ▪ breakage due to dilapidation or deterioration; or ▪ to sanitary fixtures and fittings while the premises are unoccupied.

<p>specifically mentioned in the schedule:</p> <ul style="list-style-type: none"> - fixed glass in windows, doors and fanlights; - glass showcases, shelves, tops and mirrors; or - sanitary fixtures and fittings. 	
<p>Neon signs, fascia boards, canopies and blinds</p> <p>We will pay for accidental loss of or damage to external blinds and signs.</p>	
<p>Loss of rent</p> <p>We will pay up to the limit of indemnity for the loss of rent payable to you by tenants of any residential accommodation (if such residential accommodation is declared on the statement of fact and agreed by us) during the indemnity period following damage caused by an operative insured peril which renders the buildings of your premises uninhabitable.</p>	

Section A: Material **damage** extra benefits

Subject to the terms of this section and the other applicable **policy** terms, the following extra benefits are automatically provided relative to the cover **you** have purchased under Section A: Material **damage**.

What is covered	What is not covered
<p>All other contents</p> <p>All other contents extends to include:</p> <ol style="list-style-type: none"> a) documents, manuscript and business books but only for the value of materials as stationery together with the cost of clerical labour expended in writing up and not for the value to you of the information contained therein. b) computer systems records but only for cost of the blank media plus the costs of clerical labour in copying such records from back-up or from originals of a previous generation for an amount not exceeding £5,000 (excluding any expenses in connection with the production of information to be recorded therein) and not for the value to you of the information contained therein. c) patterns, models, moulds, plans and designs for an amount not exceeding the cost of the labour and materials expended in reinstatement. d) directors', employees', visitors' and customers' pedal cycles, tools, instruments and other personal effects for an amount not exceeding £500 in respect of each person. e) Money and stamps (other than National Insurance stamps) for an amount not exceeding £250 provided that you do not have cover under Section C of this policy. 	
<p>Breakage of external aerials</p> <p>We will pay for the cost of repairing any accidental breakage or collapse of radio and television aerials, their fittings and masts for which you are responsible occurring during the period of insurance.</p>	
<p>Capital additions</p> <p>This insurance shall subject to the terms and conditions extend to cover:</p> <ul style="list-style-type: none"> ▪ any newly acquired and/or newly erected buildings, machinery, plant, all other contents or buildings in the course of erection (excluding any property for 	

<p>which a building contractor is responsible), and</p> <ul style="list-style-type: none"> ▪ alterations, additions and improvements to buildings, machinery, plant and all other contents but not in respect of any appreciation in value <p>anywhere in the United Kingdom, provided that:</p> <p>a) this cover shall not exceed 10% of the sum insured or £250,000 whichever is the greater for each item;</p> <p>b) you undertake to give particulars of such extension of cover as soon as practicable (but not exceeding 6 months after cover has applied) and to effect specific insurance thereon retrospective to the date of the commencement of our liability;</p> <p>c) the provisions of this extension shall be fully maintained notwithstanding any specific insurance effected under (b) above.</p>	
<p>Damage to cables and underground pipes</p> <p>We will pay the cost of repairing accidental damage to cables, underground pipes and drains (and their inspection covers) at the premises or connecting them to the public mains provided that the buildings of the premises are insured by this section.</p>	<p>We will not pay loss or damage:</p> <ul style="list-style-type: none"> ▪ caused by gradual deterioration or wear and tear, corrosion, rust, rot or fungus, vermin or insects, atmospheric or climatic conditions and normal settlement or shrinkage; or ▪ arising from faulty workmanship, defective design or the use of defective material; or ▪ in respect of routine maintenance.
<p>European community and public authorities (including undamaged property)</p> <p>If a claim is paid or payable under this section, this section extends to include such additional cost of reinstatement as may be incurred solely by reason of the necessity to comply with the stipulations of:</p> <ul style="list-style-type: none"> ▪ European community legislation, or ▪ building or other regulations under or framed in pursuance of any act of parliament or bye-laws or any public authority (hereafter referred to as 'the stipulations') in respect of: <ul style="list-style-type: none"> – the lost, destroyed or damaged property thereby insured; or – undamaged portions thereof; <p>provided that:</p> <ul style="list-style-type: none"> ▪ the work of reinstatement must be commenced and carried out without unreasonable delay and in any case must be completed within twelve months after the destruction or damage or within such further time as we may allow (during the said 12 months), and may be carried out upon another site (if the stipulations so necessitate) subject to our liability under this extension not being thereby increased. ▪ if our liability under this section (apart from this extension) is reduced by the application of any of the terms and conditions of the policy, then our liability under this extension will be reduced in like proportion. ▪ the total amount recoverable under any item of this section in respect of this extension will not exceed: <ul style="list-style-type: none"> (i) in respect of the lost, destroyed or damaged property: <ul style="list-style-type: none"> – 15% of the buildings sum insured; or – where the sum insured by buildings applies to property at more than one premises, 15% of the total amount for which we would have been liable had the property insured at the 	<p>We will not pay:</p> <ul style="list-style-type: none"> ▪ the cost incurred in complying with the stipulations: <ul style="list-style-type: none"> - in respect of damage occurring prior to the granting of this extra benefit; - in respect of damage not insured by this section; - under which notice has been served on you prior to the happening of the damage; - for which there is an existing requirement, which has to be implemented within a given period; or - in respect of property entirely undamaged by any peril hereby insured against. ▪ The additional cost that would have been required to make good the property lost, destroyed or damaged to a condition equal to its condition when new, had the necessity to comply with the stipulations not arisen. ▪ The amount of any charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the owner thereof by reason of compliance with the stipulations.

<p>premises where the damage has occurred been wholly destroyed.</p> <p>(ii) in respect of undamaged portions of property (other than foundations), 15% of the total amount for which we would have been liable had the property insured by the item at the premises where the damage has occurred been wholly destroyed.</p> <ul style="list-style-type: none"> ▪ The total amount recoverable under any item of the policy shall not exceed the limit of indemnity ▪ All the terms and conditions of the policy, except insofar as they are varied hereby apply as if they had been incorporated herein. 	
<p>Exhibitions</p> <p>We will cover loss or damage to the property insured for a period not exceeding 15 days whilst at any exhibition in connection with the business within the territorial limits.</p> <p>The maximum we will pay in respect of any loss or a series of losses arising from the same event occurring during the period of insurance is £10,000 or any higher limit shown in the schedule if agreed by us.</p>	
<p>Landscaped gardens</p> <p>We will cover the cost of restoring damage to landscaped gardens for which you are responsible, caused by the emergency services in attending the premises as a result of any of the insured perils 1-7.</p> <p>The maximum we will pay in respect of all claims in total occurring during the period of insurance is £2,500 or any higher limit shown in the schedule if agreed by us.</p>	
<p>Loss of metered water</p> <p>We will indemnify you in respect of loss of metered water consumed as a direct result of damage at the premises occurring during the period of insurance.</p> <p>The maximum we will pay in respect of any loss or a series of losses arising from the same event occurring during the period of insurance is £5,000 or any higher limit shown in the schedule if agreed by us.</p>	
<p>Professional fees</p> <p>We will pay fees necessarily incurred in the reinstatement or repair of the buildings consequent upon its destruction or damage, it being understood that the amount payable under the item will not exceed the scale of fees authorised by the respective professional institutes and provided that the buildings of the premises are insured by this section.</p>	<p>We will not pay:</p> <ul style="list-style-type: none"> ▪ for fees incurred in preparing any claim
<p>Rent payable</p> <p>We will indemnify you as tenant in respect of your legal liability to pay rent or lease payments for a period not exceeding 12 months during which the premises are untenable as a result of damage to the premises as a result of insured perils 1-7.</p> <p>The maximum we will pay in respect of any one loss is 20% of the limit of indemnity under 'Property insured' – item A.</p>	

<p>Removal of debris</p> <p>We will pay costs and expenses necessarily incurred by you with our consent in:</p> <ul style="list-style-type: none"> ▪ removing debris; ▪ dismantling and/or demolishing; and ▪ shoring up or propping; <p>the portion or portions of the property insured as a result of loss or damage insured against under this policy.</p> <p>Our liability under this extra benefit and in respect of any item will not exceed its limit of indemnity.</p>	<p>We will not pay:</p> <ul style="list-style-type: none"> ▪ for costs and expenses incurred in removing debris except from the site of such property destroyed or damaged, and the area immediately adjacent to the site. ▪ loss or damage arising from pollution or contamination of property not insured by this section.
<p>Seasonal increase</p> <p>The sum insured for stock in trade (Property insured - item B) is increased by 30% during the period of insurance for the months of November and December, the first 14 days of January and for 30 days before Easter Day.</p>	
<p>Spontaneous heating</p> <p>We will pay for loss or damage caused by the spontaneous heating or combustion of fuel at the premises provided that you have told us that fuel is stored at the premises in accordance with General condition - Disclosure and accuracy of information.</p>	
<p>Temporary removal of contents</p> <p>'Property insured – item A' is covered whilst temporarily removed from the premises for cleaning, renovation, repair or similar purposes elsewhere, and in transit thereto and therefrom within territorial limits.</p> <p>Our liability under this extension for any damage occurring elsewhere than at the premises, will not exceed 15% of the sum insured by the item.</p> <p>All the terms and conditions of the policy except insofar as they are varied hereby will apply as if they had been incorporated herein.</p>	
<p>Temporary removal of documents</p> <p>The insurance of deeds and other documents (including stamps thereon), manuscripts, plans and writings of every description, computer systems, records and books (written and printed), extends to cover such property for an amount not exceeding £5,000 whilst temporarily removed to any premises not in your occupation and in transit within territorial limits.</p>	
<p>Theft damage to buildings</p> <p>Where there is no building insurance under this policy, we will pay for loss or damage (except for fire) to that part of the premises referred to in the schedule containing the 'Property insured' under this section resulting from theft occurring during the period of insurance provided always that you are the owner of such premises or are legally liable for such damage.</p> <p>The maximum amount we will pay under this extra benefit is £25,000.</p>	
<p>Theft of keys</p> <p>We will pay reasonable costs necessarily incurred in replacing external door locks at the premises following the loss of keys by:</p>	

<ul style="list-style-type: none"> ▪ theft from the premises or registered office or from the home of; or ▪ theft following hold-up whilst such keys are in the personal custody of; <p>you or any principal, director, partner or employee authorised to hold such keys provided that the maximum amount payable in any one period of insurance will not exceed £1,000.</p>	
<p>Trace and access</p> <p>We will pay the reasonable costs incurred by you in locating the source of and subsequent making good of loss or damage resulting from:</p> <ul style="list-style-type: none"> ▪ the escape of water from any tank, apparatus or pipe. ▪ accidental damage to cables, underground pipes or drains serving the premises. <p>The maximum amount we will pay in respect of any one loss during the period of insurance is £25,000.</p>	<p>We will not pay:</p> <ul style="list-style-type: none"> ▪ consequential loss

Section A: Material damage conditions

In addition to the General conditions of this **policy**, conditions specific to Section A also apply and are set out immediately below.

You must comply with the terms of this **policy**. Failure to comply with the terms of this **policy** may affect **your** right to recover a claim or claims under this **policy**.

Some of the conditions below impose an obligation or obligations on **you** that require **you** to do, or not do, certain things; such conditions are referred to as a condition with obligation. If **you** fail to carry out the obligation(s) (or part of an obligation) under a condition with obligation **we** may, depending on the extent of the obligation(s):

1. not pay the claim (or part of a claim), where the loss is attributable to **your** failure to carry out the obligation(s) (or part of an obligation), and/or
2. suspend the cover granted under this **policy**:
 - a) from the date **you** failed to fulfil the obligation(s) (or part of an obligation),
 - b) until **you** have fulfilled the obligation(s), if fulfilment is possible.

Automatic reinstatement of sum insured condition

In the event of a loss, destruction or **damage**, the sum insured for each section shall not be reduced by the amount of such loss provided that:

- **you** pay the appropriate extra premium on the amount of loss from the date thereof to the date of expiry of the **period of insurance**.
- if the loss results from theft, **you** give effect to any additional protective devices that **we** may require for the further security of the **premises**.

Average condition

If at the time of **damage** the **limit of indemnity** is less than the value of the **property** insured, the amount **we** will pay will be reduced proportionately. If two or more items with separate sums insured shown in the **schedule** are the subject of a claim, each item shall be separately subject to this condition.

Composite panels condition

Provided it has been accepted by **us** as a composite panels risk, it is a condition with obligation that the following shall apply in respect of any **premises** containing composite panels:

- a) Suitable fire extinguisher appliances to be supplied in all cooking areas.
- b) Ducting, conduit wiring and hot flues be adequately protected within fire resistant sleeves where passing through composite panels.
- c) At least weekly inspections to be undertaken by **you** to check for **damage** to composite panels or joint panels. Any defects found to be rectified without delay or replaced by a panel with a non-combustible core within 7 days.
- d) No repairs to be made to composite panels that involve welding, grinding, cutting or other obvious ignition sources.
- e) All heat sources to be kept at least 2 metres from any composite panelling or such panelling to be of a non-combustible core.

- f) No external storage of combustible stock, packaging, pallets, waste or waste skips or bins within 10 metres of the buildings.

Contract price

In respect only of **products** sold but not delivered for which **you** are responsible and with regard to which under the conditions of sale, the sale contract is cancelled by reason of any peril insured against under this **policy**, **our** liability shall be based on the contract price and for the purpose of the Average condition under Conditions (applicable to Part 1), the value of all **products** to which the condition would be applicable in the event of loss or **damage**, shall be ascertained on the same basis.

Deep frying equipment condition

It is a condition with obligation that in respect of loss, destruction or **damage** by or resulting from Insured Peril 1 (Fire) that:

1. all deep frying and cooking equipment must be installed, operated and maintained in accordance with the manufacturers' instructions
2. a flame failure device is fitted if the range is gas or oil fired
3. a thermostat is fitted which prevents the temperature of the fat or oil exceeding 205° centigrade or the suppliers recommended temperature if it is less than 205° centigrade
4. a high temperature limit control of a non-self resetting type is fitted to shut off the heat source if the temperature of the fat or oil exceeds 230° centigrade
5. the extraction of heat, fumes and/or combustion products must be via an integral duct, or an overhead canopy and duct system, vented directly to the outside of the **premises**
6. all deep frying equipment, including flues and exhaust ducting must be fixed and not in contact with combustible materials
7. all grease traps, filters and other grease removable devices in the deep frying equipment must be cleaned at least once a week
8. the entire length of all flues and extraction ducting, including extraction motors and fans, must be cleaned by an independent qualified contractor every 6 months
9. all deep frying equipment including temperature controls, safety devices, fans, filters, traps, grease removal devices and ducts must be serviced by the manufacturer/installer or an independent qualified contractor every 6 months
10. suitable fire extinguishers and/or blankets must be kept close to the equipment and cooking areas and staff must be trained in their use
11. during deep frying and cooking operations no equipment must be left unattended or unsupervised.

Electrical circuit condition

It is a condition with obligation that in respect of loss, destruction or **damage** that:

1. the electrical system at the property must have been inspected and tested by a qualified member of the NICEIC (National Inspection Council for Electrical Contracting) and an electrical installation condition report must have been issued following such inspection in accordance with IET Regulations
2. any work specified on such condition report must have been carried out within 28 days of the inspection
3. the electrical installation must have been further inspected and tested within the timescales recommended on the completion and inspection certificates
4. **You** must keep records of all certificates, reports, checks and works that have been carried out and **we** must be able to inspect these records upon request.

Fire extinguishing appliances maintenance condition

It is a condition with obligation that **you** shall maintain fire-extinguishing appliances in full and working order during the **period of insurance**. However, the applicable cover under this **policy** shall not be invalidated by any defect in the fire extinguishing appliances due to circumstances unknown to **you** or beyond **your** control.

Flammables condition

It is a condition with obligation that flammables are kept in metal-lidded containers when not in use and when in use shall be limited to one day's supply on the **premises** outside of the metal-lidded containers.

Inflation protection condition

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

Intruder alarm condition

Unless otherwise agreed by **us** and noted in the statement of facts, it is a condition with obligation that for loss, destruction, or **damage** (including loss of **money**) involving entry to or exit from the **premises** by forcible and violent means, that an intruder alarm as detailed in the statement of facts is installed at the **premises** and put into effect whenever the **premises** are left unattended.

If **we** ever require a different type of alarm to be installed, this will be brought to **your** attention within the documentation **we** issue. When this occurs, the change in the type of alarm must be implemented within the timescales given to **you**. **Your** cover could also be restricted at **our** discretion until the required alarm is fitted and fully operational.

In the event of a claim for loss or **damage** (including loss of money) involving entry to or exit from the **premises** by forcible and violent means within the timescale given for implementation, **you** must show that **you** have taken steps to have the required type of alarm installed. If **your** cover is restricted, **you** may not be covered until the required alarm is fitted and fully operational.

In addition to the above **your** intruder alarm must also conform to the following:

1. The **intruder alarm system** designed must be installed and maintained to British Standard BS4737 or PD 6662:2004 by a company listed and approved by the National Approval Council for Security Systems (NACOSS) or the Security Systems and Alarms Inspection Board (SSAIB)
2. The **intruder alarm system** must be maintained in full and efficient working order under a contract to provide both corrective and preventative maintenance with the installing company or such other company agreed by **us**
3. No alteration or substitution of:
 - a) part of the **intruder alarm system** or signalling system,
 - b) the maintenance contract be made without **our** agreement
4. The **premises** must not be left unattended without **our** agreement:
 - a) unless the **intruder alarm system** is set in its entirety with the means of communication used to transmit signals in full operation, or
 - b) if the police have withdrawn their response to alarm calls.
5. **You** must maintain secrecy of codes for the operation of the **intruder alarm system**, and details of such codes and all keys to the **intruder alarm system** must be removed from the **premises** when the **premises** are left unattended
6. **You** must appoint at least two **key holders** and lodge written details (which must be kept up to date) with the alarm company
7. in the event of notification of any activation of the **intruder alarm system** or interruption of means of communication during any period the **intruder alarm system** is set a **key holder** must attend the **premises** within 20 minutes
8. If **you** receive any notification:
 - a) that the police attendance in response to alarm signals/calls from the **intruder alarm system** may be withdrawn or the level of response reduced or delayed;
 - b) from a Local Authority or Magistrate imposing any requirement for abatement or nuisance;
 - c) that the **intruder alarm system** cannot be returned to, or maintained in full working order, **you** must tell **us** as soon as practicable and comply with any subsequent requirements that **we** may require.
9. All stock in trade and contents in the **premises** must be contained within an area protected by the **intruder alarm system**.

If **you** are unable to comply with any of the items under 1 to 9 immediately above **you** must tell **us** as soon as practicable and comply with any subsequent requirements that **we** require.

Minimum standard of security condition

It is a condition with obligation that for loss, destruction or **damage** (including loss of **money**) involving entry to or exit from the **premises** by forcible and violent means that:

Final exit doors must be secured as follows:

1. Sliding and/or folding doors, where the door meets the stile, are to be secured with a locking bar and close shackle padlock. If a multi-leaf door then each leaf should be secured internally by bolts top and bottom.
2. - Roller shutters which are manually operated are to be secured with bullet locks or alternatively a locking bar and close shackle padlock, with a staple set into concrete and the locking bar secured to the shutter.
- Roller shutters which are automatically operated internally are to have operating chains secured with a hardened shackle padlock to the door frame or any other part of the building structure.
- Roller shutters which are electrically operated externally are to be fitted with automatic cut-off devices in the event that keys are not used.
3. Wicket gate doors are to be secured by a mortice deadlock which has five or more levers and/or conforms to BS3621 with a matching box striking plate must also be fitted. Alternatively, a locking bar and close shackle padlock.
4. Single leaf, solid or panelled doors, are to be secured by a mortice deadlock which has five or more levers and/or conforms to BS3621 with a matching box striking plate. Alternatively, a locking bar and close shackle padlock.
5. Double leaf, solid or panelled, doors are to be secured by flush or barrel bolts top and bottom on the first closing leaf and
 - a) a mortice deadlock which has five or more levers and/or conforms to BS3621 with a matching box striking plate;
or
 - b) a locking bar and close shackle padlock on the second closing leaf.
6. All other external doors and internal doors giving access to any part of the building not occupied by **you**, must be secured by the means set out in (5) above, or by two key operated security bolts fitted at the top and bottom of each door

Other means of access must be secured as follows:

7. All opening windows, fanlights, roof lights and skylights accessible from the ground or via roofs, pipework or other structures must be secured by key operated locking devices or screwed permanently shut any security measures stipulated or agreed by **us** in writing are implemented and in full and effective working order.

Any door or window officially designated a fire exit by the Fire Authority is excluded from these requirements. These are to be secured internally by panic bolts or fire exit bolts (capable of opening at all times). Any additional devices must be approved by the local Fire Prevention Officer.

Money in transit condition

Your schedule will show you the limit of cover that applies for money.

It is a condition with obligation to our liability that you shall maintain the following minimum standards of precaution for the safety of money in transit:

- a) up to £3,000 shall be accompanied by at least one responsible adult
- b) £3,001 to £6,000 shall be accompanied by at least two responsible adults
- c) £6,001 to £10,000 shall be accompanied by at least three responsible adults or two responsible adults if travelling by motor car or using an approved security case
- d) amounts exceeding £10,000 shall be transported by specialist security carrier

No more than £3,000 must be carried by one responsible adult.

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

Portable heating condition

It is a condition with obligation that no form of portable heating be on the premises insured under this policy. In respect of cooking outside of any designated kitchen area, the use of microwave ovens, infrared grilles and other such appliances not producing a naked flame or radiant heat panel is permitted.

Protections condition

It is a condition with obligation that for loss, destruction or damage (including loss of money) involving entry to or exit from the premises by forcible and violent means, that all existing security devices provided to protect the premises are properly fitted and put into full operation whenever the premises is closed for business or left unattended.

If we ever require a higher level of security to be implemented then this will be brought to your attention within the documentation we issue. When this occurs the required level of security must be implemented within the timescales given to you. Your cover could also be restricted at our discretion until the required level of security is fully operational.

In the event of a claim for loss or damage by theft or theft of money involving entry to or exit from the premises by forcible and violent means within the timescales given for implementation, you must show that you have taken steps to implement the required level of security. If your cover is restricted, you may not be covered until the required level of security is fitted and fully operational.

Reinstatement or replacement condition

If we elect or become bound to reinstate or replace any property insured you shall at your own expense produce and give to us all such plans, documents, books and information as we may reasonably require. We shall not be bound to reinstate exactly or completely but only as circumstances permit and in a reasonably sufficient manner and shall not in any case pay more than the limit of indemnity.

Repairs and alterations (applicable only if the buildings are insured under this policy)

Workmen and/or tradesmen may be employed by you to effect maintenance, repairs or minor structural alterations in and about the buildings insured without prejudice to this insurance.

Right of entry and salvage condition

We may enter any premises where loss, destruction or damage to the property insured has occurred and take possession of or require to be delivered to us any such property in any reasonable manner.

No property may be abandoned to us.

Roof maintenance condition

It is a condition with obligation that:

- a) the roof of the premises is maintained in an effective condition, and
- b) any flat roof portion of the premises is inspected at least once every two years by a qualified builder or property surveyor and any defects identified by that inspection shall be repaired immediately.

Stillage condition

It is a condition with obligation that stock and materials in trade kept in any area of the premises are stored on racks at least six inches above the floor.

Subrogation Waiver

In the event of a claim arising under this section, **we** agree to waive any rights, remedies or relief to which **we** might become entitled by subrogation against any company standing in the relation of parent to subsidiary or subsidiary to parent to **you** or is a subsidiary of a parent company of which **you** are a subsidiary (in each case within the meaning of Section 736 of the Companies Act 1985).

Unoccupied properties condition

When the **premises** become **unoccupied**, it is a condition with obligation in respect of loss or **damage**, not otherwise excluded, **you** must:

- a) ensure all the main services are turned off or disconnected (except the electricity supply to maintain any fire or **intruder alarm system**), or
- b) as an alternative to a) above leave the main services turned on to keep the central heating system working at a minimum temperature of 10°C during the period 1st October to 31st March each year always provided that outside this period condition a) will apply;
- c) carry out a thorough inspection of the **premises** at least once a week and carry out as soon as possible any work necessary to maintain the security of the property, with a written record being kept to evidence each such inspection and, where applicable, any necessary works;
- d) remove all refuse and waste materials from the **premises** following such inspection and ensure no accumulation of refuse and waste is allowed in the adjoining yards or space owned by **you**;
- e) seal all letterboxes.

We will not be liable for any loss or **damage** arising from a peril where, for that peril, loss or **damage** is excluded if the **premises** are **unoccupied**.

Waste condition

It is condition with obligation that all trade waste is swept up each day and deposited in bags or bins and removed from the **premises** at least once a week.

Section B: Business interruption

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

Subject to the terms of this section and the other applicable **policy** terms, **we** will pay **you** up to the **limit of indemnity** in respect of any one claim or a series of claims arising out of one occurrence occurring during the **period of insurance**.

What is covered	What is not covered
<p>In the event of loss as a result of interruption of, or interference with the business following loss, destruction or damage to the premises and/or property insured as a result of:</p> <ul style="list-style-type: none"> ▪ insured perils 1-7, or ▪ any optional peril (if shown as covered in your schedule), or ▪ glass breakage extension (if shown as covered in your schedule); <p>under Section A: Material damage.</p> <p>Loss, destruction or damage so caused being termed damage for which payment has been made or liability admitted by an insurer under any insurance covering your interest in the property at the premises against such loss, destruction or damage provided that such damage would not have been excluded by Section A: Material damage of this policy.</p> <p>We will indemnify you against loss of profit in accordance with the following provisions:</p> <ol style="list-style-type: none"> a) by paying for the indemnity period an amount representing the difference between the sales less relative purchases as adjusted for opening and closing stock during the indemnity period, as compared to the difference between the sales less relative purchases as adjusted for opening and closing stock during the equivalent period immediately before the damage b) by paying any reasonable additional expenses incurred in maintaining sales during the indemnity period but not more than the loss avoided under a) <p>less any amount saved during the indemnity period in respect of reduced expenses due to the damage.</p> <p>For the purpose of this section any adjustment implemented in current cost accounting will be disregarded.</p> <p>In adjusting the amount paid, all variations or special circumstances affecting the business will be taken into account in order that the amount paid represents as nearly as practicable the results which would have been expected if the damage had not occurred.</p> <p>If the damage occurs in the first trading year the payment under a) will be based on the trading figures immediately prior to the loss.</p> <p>No claim will be payable under this section unless you:</p> <ul style="list-style-type: none"> ▪ take all action which may be reasonably practicable to minimise or check any interruption of, or interference with the business to avoid or diminish the loss; and ▪ not later than 30 days after the expiry of the indemnity period (or within such further time as we may allow in writing) at your own expense deliver to us in writing a statement setting forth particulars of your claim. 	<p>We will not pay:</p> <ul style="list-style-type: none"> ▪ for loss arising from deliberate erasure, loss, distortion or corruption of information on computer systems or other records, programs or software; or ▪ for loss if the business is wound up, or continued by a liquidator or receiver, or permanently discontinued without our consent; or ▪ for loss following the deliberate act of any electricity, gas, water, fuel or telecommunications authority in termination, disconnection, restriction or withholding the services; or ▪ loss arising from pollution or contamination of property not insured by Section A: Material damage.

Section B: Business interruption extra benefits

The following extra benefits are automatically provided if **you** have purchased cover under Section B: **Business** interruption.

In respect of the extra benefits listed below, **we** will pay **you**:

- a) up to the **limit of indemnity** inclusive of any sums payable under the terms on page 31 for **business** interruption following loss, destruction or **damage** occurring during the **period of insurance**; or
- b) up to the **limit of indemnity** if a claim is payable only under an extra benefit listed below; or
- c) up to the inner limit specified under the extra benefit listed below.

These extra benefits are subject to the exclusions specified under 'What is not covered' on page 31.

What is covered	What is not covered
<p>Customers</p> <p>This section extends to include loss resulting from interruption or interference with the business caused by destruction or damage at any of your customers' premises within territorial limits provided that the term 'customers' means the companies, organisations or individuals with whom at the time of the damage you had contracts or trading relationships to supply products or services.</p> <p>Our liability in respect of any one occurrence will not exceed £100,000.</p>	
<p>Denial of access</p> <p>This section extends to include interruption of or interference with the business resulting from damage in the vicinity of the premises which prevents the use of the premises or access thereto, whether the premises or your property has been damaged or not.</p>	<p>We will not pay:</p> <ul style="list-style-type: none"> ▪ for loss resulting from loss, destruction or damage to property of any supply undertaking from which you obtain electricity, gas, water or telecommunications services which prevents or hinders the supply of such services.
<p>Documents</p> <p>This section extends to include loss resulting from interruption of, or interference with the business, arising out of damage to documents belonging to you or held in trust by you whilst temporarily at premises not in your occupation, or whilst in transit by road, rail or inland waterway anywhere in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.</p>	
<p>Failure of public supply</p> <p>This section extends to include interruption of or interference with the business, caused destruction or damage to property at any:</p> <ul style="list-style-type: none"> ▪ generating station or substation of the public electricity supply undertaking ▪ land based premises of the public gas supply undertaking, or of any natural gas producer linked directly therewith ▪ water works and pumping stations of the public water supply undertaking ▪ land based premises of the public telecommunications undertaking <p>from which you obtain electricity, gas, water or telecommunications services within Great Britain, Northern Ireland, the Channel Islands or the Isle of Man</p>	<p>We will not pay:</p> <ul style="list-style-type: none"> ▪ for loss or damage following the deliberate act of any electricity, gas, water, fuel or telecommunications authority in termination, disconnection, restriction or withholding the services.
<p>Notifiable disease, vermin pests and defective sanitation, murder or suicide</p> <p>We will indemnify you in respect of interruption of or interference with the business during the indemnity</p>	<p>We will not pay:</p> <ul style="list-style-type: none"> ▪ costs incurred in cleaning, repair, replacement, recall or checking of property; or ▪ loss arising from premises other than those directly subject

<p>period in consequence of the following:</p> <ul style="list-style-type: none"> ▪ any occurrence of a notifiable disease at the premises. ▪ any discovery of an organism likely to result in the occurrence of a notifiable disease at the premises. ▪ injury or illness sustained by any person caused by food or drink poisoning arising from food or drink supplied from the premises. ▪ vermin pests and defective sanitation ▪ murder or suicide at the premises. 	<p>to the occurrence; or</p> <ul style="list-style-type: none"> ▪ any other business interruption extra benefits; or ▪ the provisions of any automatic reinstatement of sum insured condition will not apply in respect of any of these contingencies; or ▪ loss arising from Acquired Immune Deficiency Syndrome (AIDS) or an AIDS related condition.
<p>Professional accounts charges</p> <p>We will indemnify you in respect of reasonable charges payable by you to your professional accountants for producing any particulars or details contained in your business books or such other proofs, information or evidence as we may require and reporting that such particulars or details are in accordance with your business books or documents.</p>	
<p>Suppliers</p> <p>This section extends to include interruption of or interference with the business, caused by destruction or damage at any of your suppliers, manufacturers or processors of components, goods or materials all situated within territorial limits.</p> <p>Our liability in respect of any one occurrence will not exceed £100,000.</p>	<p>We will not pay:</p> <ul style="list-style-type: none"> ▪ for loss resulting from destruction or damage to property of any supply undertaking from which you obtain electricity, gas, water or telecommunications services which prevents or hinders the supply of such services.

Section B: Business interruption conditions

In addition to the General conditions of this **policy**, conditions specific to section B also apply and are set out immediately below.

You must comply with the terms of this **policy**. Failure to comply with the terms of this **policy** may affect **your** right to recover a claim or claims under this **policy**.

Some of the conditions below impose an obligation or obligations on **you** that require **you** to do, or not do, certain things; such conditions are referred to as a condition with obligation. If **you** fail to carry out the obligation(s) (or part of an obligation) under a condition with obligation **we** may, depending on the extent of the obligation(s):

1. not pay the claim (or part of a claim), where the loss is attributable to **your** failure to carry out the obligation(s) (or part of an obligation), and/or
2. suspend the cover granted under this **policy**:
 - a) from the date **you** failed to fulfil the obligation(s) (or part of an obligation),
 - b) until **you** have fulfilled the obligation(s), if fulfilment is possible.

Alternative trading condition

If during the **indemnity period** **products** are sold or services rendered elsewhere than at the **premises** for the benefit of the **business** either by **you** or by others on **your** behalf, the **money** paid or payable in respect of such sales or services will be brought into account in arriving at the reduction of sales during the **indemnity period**.

Automatic reinstatement of sum insured condition

In the event of a loss, destruction or **damage**, the sum insured for each section shall not be reduced by the amount of such loss provided that:

- **you** pay the appropriate extra premium on the amount of loss from the date thereof to the date of expiry of the **period of insurance**; and/or
- if the loss results from theft, **you** give effect to any additional protective devices that **we** may require for the further security of the **premises**.

Average condition

If the **limit of indemnity** is less than the difference between sales and purchases in the 12 months (or a proportionately increased multiple of this when the **indemnity period** exceeds 12 months) before the **damage** then the amount payable will be proportionately reduced.

Electronic records condition

It is a condition with obligation in respect of interruption of or interference with the **business** caused by erasure, loss, destruction or corruption of information on computer systems and/or other records, programs or software that **you** must:

- keep a copy of such information in a fire resisting safe or fire resisting cabinet
- update copies of information on a regular basis.

Submission of claim condition

It is a condition with obligation that on the happening of any event which may give rise to a claim, **you** will within 30 days after the expiry of the **indemnity period** or within such further time as **we** may in writing allow, at **our** own expense deliver to **us** a statement setting out particulars of the claim together with details of all other insurances covering any part of the damage or resulting loss of **gross profit**.

Proof of information condition

It is a condition with obligation that **you** will at **your** own expense also provide **us** with such books of account and other business books, vouchers, invoices, balance sheets and other documents, proofs, information, explanations and other evidence as may reasonably be required by **us** for the purpose of investigating or verifying such claim together with (if demanded) a statutory declaration of the truth of the claim and of any related matter.

Value added tax condition

To the extent that **you** are accountable to the tax authorities for value added tax all terms in this section will be exclusive of such tax.

Terrorism Extension – applicable to Sections A & B only

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

What is covered	What is not covered
<p>We will extend the cover provided under the following sections, where your schedule shows these as covered, to include damage to the property insured or business interruption caused by, happening through or as a result of terrorism:</p> <ol style="list-style-type: none">1. Section A: Material damage2. Section B: Business interruption <p>Our liability for all losses from any one event and in total in any one period of insurance will not exceed the limit of indemnity.</p>	<p>We will not cover any losses caused by or resulting from loss, destruction or damage to any:</p> <ul style="list-style-type: none">▪ property located outside of England, Wales and Scotland; or▪ nuclear installation or nuclear reactor; or▪ property which is specifically excluded elsewhere in this policy.

Extension applicable to section A & B conditions

In addition to the General conditions of this **policy**, conditions specific to this extension also apply and are set out immediately below.

You must comply with the terms of this **policy**. Failure to comply with the terms of this **policy** may affect **your** right to recover a claim or claims under this **policy**.

Proof of cover

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

Section C: Loss of money and personal assault

Your schedule will show you if this section is covered.

Subject to the terms of this section and the other applicable policy terms, we will pay you up to the limit of indemnity (or as otherwise listed below) for money that is lost or damaged during the period of insurance.

In respect of any claim submitted for personal assault, the benefits payable are shown in the schedule (or as otherwise listed below).

What is covered	What is not covered
<p>Loss of or damage to money within territorial limits and:</p> <ul style="list-style-type: none"> ▪ whilst in transit and in your or your authorised representatives' custody to and from a bank or Post Office and in a bank night safe ▪ whilst on your premises during business hours ▪ whilst contained in a locked safe or strongroom on your premises outside of business hours ▪ whilst on your premises outside of business hours but not contained in a locked safe or strongroom ▪ whilst at your private residence or the private residence of an employee authorised to hold money <p>We will pay for the replacement or repair, at our option, up to the limit of indemnity for loss of or damage caused by theft or attempted theft of money occurring during the period of insurance whilst within territorial limits to safes or strong rooms:</p> <ul style="list-style-type: none"> ▪ belonging to you where the safe or strong room is at the premises, or ▪ where the safe or strong room is at your private residence or the private residence of an employee authorised to hold money <p>Notwithstanding the limits shown in the schedule, the limit any one loss of crossed cheques, crossed postal orders, crossed money orders, crossed bankers drafts, National Savings Certificates, credit company sales vouchers or receipts, National Insurance stamps affixed to cards, and VAT purchase receipts shall be £250,000.</p>	<p>We shall not pay:</p> <ul style="list-style-type: none"> ▪ loss or damage arising from fraud or dishonesty of employee(s) unless the fraud or dishonesty is discovered within 14 days of its occurrence; or ▪ consequential loss; or ▪ loss or damage arising from shortages due to depreciation of or fluctuations in currency; or ▪ loss or damage arising from clerical or accounting errors or omissions; or ▪ loss or damage from unattended motor vehicles; or ▪ loss or damage of money property of the Post Office.
<p>We will pay the benefits set out in your policy schedule to an insured person (or their legal representatives) if during the period of insurance that insured person suffers bodily injury arising out of robbery or any attempted robbery of money in the course of the business that results in:</p> <ol style="list-style-type: none"> a) Death b) Permanent total disablement, loss of sight, loss of limb c) Temporary total disablement <p>within 12 months from the date of the bodily injury.</p> <p>The weekly benefit under c) above will be paid for a maximum of 104 weeks starting from 14 days after the date of disability for each insured person.</p> <p>The weekly benefit under c) above will stop as soon as any benefit under a) or b) above becomes payable or the insured person is able to attend to or engage in any and every profession and occupation part time or otherwise.</p>	<p>We will not pay:</p> <ul style="list-style-type: none"> ▪ any benefit for accidental death if the insured person disappears ▪ any benefit unless the insured person is examined by a qualified medical practitioner as soon as possible and follow any advice given by the qualified medical practitioner ▪ for bodily injury deliberately caused by the insured person and its consequences except in an attempt to save a human life.

In respect of each **insured person** and for each **bodily injury**, any payment made under c) above will be deducted from any payment made under a) or b) above.

The **insured person** must have an expert medical examination at **our** expense if **we** ask.

We will pay up to £500 for **damage** to cash carrying devices or for each **insured person** for loss of or **damage** to their personal effects as a result of robbery or any attempted robbery of **money** during the **period of insurance** in connection with the **business** unless payment for such personal effects has been agreed under Section A: Material **damage** extra benefits.

Section C: Loss of money and personal assault conditions

In addition to the General conditions of this **policy**, conditions specific to section C also apply and are set out immediately below.

You must comply with the terms of this **policy**. Failure to comply with the terms of this **policy** may affect **your** right to recover a claim or claims under this **policy**.

The condition below imposes an obligation or obligations on **you** that require **you** to do, or not do, certain things; such conditions are referred to as a condition with obligation. If **you** fail to carry out the obligation(s) (or part of an obligation) under a condition with obligation **we** may, depending on the extent of the obligation(s):

1. not pay the claim (or part of a claim), where the loss is attributable to **your** failure to carry out the obligation(s) (or part of an obligation), and/or
2. suspend the cover granted under this **policy**:
 - a) from the date **you** failed to fulfil the obligation(s) (or part of an obligation),
 - b) until **you** have fulfilled the obligation(s), if fulfilment is possible.

Intruder alarm condition

Unless otherwise agreed by **us** and noted in the statement of facts, it is a condition with obligation that for loss of **money** involving entry to or exit from the **premises** by forcible and violent means, that an intruder alarm as detailed in the statement of facts is installed at the **premises** and put into effect whenever the **premises** are left unattended.

If **we** ever require a different type of alarm to be installed, this will be brought to **your** attention within the documentation **we** issue. When this occurs, the change in the type of alarm must be implemented within the timescales given to **you**. **Your** cover could also be restricted at **our** discretion until the required alarm is fitted and fully operational.

In the event of a claim for loss or **damage** (including loss of money) involving entry to or exit from the **premises** by forcible and violent means within the timescale given for implementation, **you** must show that **you** have taken steps to have the required type of alarm installed. If **your** cover is restricted, **you** may not be covered until the required alarm is fitted and fully operational.

In addition to the above **your** intruder alarm must also conform to the following.

1. The **intruder alarm system** designed must be installed and maintained to British Standard BS4737 or PD 6662:2004 by a company listed and approved by the National Approval Council for Security Systems (NACOSS) or the Security Systems and Alarms Inspection Board (SSAIB)
2. The **intruder alarm system** must be maintained in full and efficient working order under a contract to provide both corrective and preventative maintenance with the installing company or such other company agreed by **us**
3. No alteration or substitution of:
 - a) part of the **intruder alarm system** or signalling system,
 - b) the maintenance contract be made without **our** agreement
4. The **premises** must not be left unattended without **our** agreement:
 - a) unless the **intruder alarm system** is set in its entirety with the means of communication used to transmit signals in full operation, or
 - b) if the police have withdrawn their response to alarm calls.
5. **You** must maintain secrecy of codes for the operation of the **intruder alarm system**, and details of such codes and all keys to the **intruder alarm system** must be removed from the **premises** when the **premises** are left unattended
6. **You** must appoint at least two **key holders** and lodge written details (which must be kept up to date) with the alarm company
7. in the event of notification of any activation of the **intruder alarm system** or interruption of means of communication during any period the **intruder alarm system** is set a **key holder** must attend the **premises** within 20 minutes
8. If **you** receive any notification:

- a) that the police attendance in response to alarm signals/calls from the **intruder alarm system** may be withdrawn or the level of response reduced or delayed;
 - b) from a Local Authority or Magistrate imposing any requirement for abatement or nuisance;
 - c) that the **intruder alarm system** cannot be returned to, or maintained in full working order, **you** must tell **us** as soon as practicable and comply with any subsequent requirements that **we** may require.
9. All stock in trade and contents in the **premises** must be contained within an area protected by the **intruder alarm system**.

If **you** are unable to comply with any of the items under 1 to 9 immediately above **you** must tell **us** as soon as practicable and comply with any subsequent requirements that **we** require.

Keys and/or combination codes condition

It is a condition with obligation that **you** must maintain secrecy of keys and/or combination codes to safes or strong rooms at the **premises**, **your** private residence or the private residence of **your employees** authorised to hold **money** when left unattended.

Minimum standard of security condition

It is a condition with obligation that for loss of **money** involving entry to or exit from the **premises** by forcible and violent means that:

Final exit doors must be secured as follows:

1. Sliding and/or folding doors, where the door meets the stile, are to be secured with a locking bar and close shackle padlock. If a multi-leaf door then each leaf should be secured internally by bolts top and bottom.
2. - Roller shutters which are manually operated are to be secured with bullet locks or alternatively a locking bar and close shackle padlock, with a staple set into concrete and the locking bar secured to the shutter.
 - Roller shutters which are automatically operated internally are to have operating chains secured with a hardened shackle padlock to the door frame or any other part of the building structure.
 - Roller shutters which are electrically operated externally are to be fitted with automatic cut-off devices in the event that keys are not used.
3. Wicket gate doors are to be secured by a mortice deadlock which has five or more levers and/or conforms to BS3621 with a matching box striking plate must also be fitted. Alternatively, a locking bar and close shackle padlock.
4. Single leaf, solid or panelled doors, are to be secured by a mortice deadlock which has five or more levers and/or conforms to BS3621 with a matching box striking plate. Alternatively, a locking bar and close shackle padlock.
5. Double leaf, solid or panelled, doors are to be secured by flush or barrel bolts top and bottom on the first closing leaf and
 - a) a mortice deadlock which has five or more levers and/or conforms to BS3621 with a matching box striking plate;
 - or
 - b) a locking bar and close shackle padlock on the second closing leaf.
6. All other external doors and internal doors giving access to any part of the building not occupied by **you**, must be secured by the means set out in (5) above, or by two key operated security bolts fitted at the top and bottom of each door

Other means of access must be secured as follows:

7. All opening windows, fanlights, roof lights and skylights accessible from the ground or via roofs, pipework or other structures must be secured by key operated locking devices or screwed permanently shut any security measures stipulated or agreed by **us** in writing are implemented and in full and effective working order.

Any door or window officially designated a fire exit by the Fire Authority is excluded from these requirements. These are to be secured internally by panic bolts or fire exit bolts (capable of opening at all times). Any additional devices must be approved by the local Fire Prevention Officer.

Money in transit condition

Your schedule will show **you** the limit of cover that applies for **money**.

It is a condition with obligation to **our** liability that **you** shall maintain the following minimum standards of precaution for the safety of **money** in transit:

- a) up to £3,000 shall be accompanied by at least one responsible adult
- b) £3,001 to £6,000 shall be accompanied by at least two responsible adults
- c) £6,001 to £10,000 shall be accompanied by at least three responsible adults or two responsible adults if travelling by motor car or using an approved security case
- d) amounts exceeding £10,000 shall be transported by specialist security carrier

No more than £3,000 must be carried by one responsible adult.

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

Protections condition

It is a condition with obligation that for loss of **money** involving entry to or exit from the **premises** by forcible and violent means, that all existing security devices provided to protect the **premises** are properly fitted and put into full operation whenever the **premises** is closed for business or left unattended.

If **we** ever require a higher level of security to be implemented then this will be brought to **your** attention within the documentation **we** issue. When this occurs the required level of security must be implemented within the timescales given to **you**. **Your** cover could also be restricted at **our** discretion until the required level of security is fully operational.

In the event of a claim for loss or **damage** by theft or theft of **money** involving entry to or exit from the **premises** by forcible and violent means within the timescales given for implementation, **you** must show that **you** have taken steps to implement the required level of security. If **your** cover is restricted, **you** may not be covered until the required level of security is fitted and fully operational.

Section D: Goods in transit

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

Subject to the terms of this section and the other applicable **policy** terms, **we** will pay **you** up to the **limit of indemnity** in respect of any one load or consignment for loss or **damage** to goods occurring whilst in transit and during the **period of insurance**.

What is covered	What is not covered
<p>Goods in transit</p> <p>We will indemnify you for loss or damage to merchandise, goods and tools incidental to your business and insured under this policy, belonging to you or held in trust by you and for which you are responsible, while being carried by any vehicle(s) owned, hired or leased by you, anywhere within Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.</p> <p>The cover applies from the time the merchandise and goods are lifted by your employees until they place them in position at their destination (excluding their installation) including loading and unloading.</p>	<p>We will not pay:</p> <ul style="list-style-type: none"> ▪ the deterioration of goods conveyed in frozen, chilled or insulated conditions due to faulty stowage or incorrect setting or operation of the equipment, or variations in temperature, unless directly due to fire or accident to the conveying vehicle or to theft or attempted theft; or ▪ loss or damage due to natural deterioration; or ▪ any consequential loss or damage due to delay; or ▪ loss or damage to bills of exchange, promissory notes, money, securities for money, stamps, precious stones, jewellery, bullion or death or injury to living creatures; or ▪ loss or damage by theft or attempted theft to property insured while contained in an unattended vehicle or trailer unless: <ul style="list-style-type: none"> i. there is evidence of forcible and violent entry to the vehicle or trailer; and ii. between the hours of 22:00 and 06:00 the vehicle or trailer is garaged in enclosed premises which are securely locked or have a watchman in constant attendance. It will be up to you to prove that any theft or attempted theft occurred before 22:00 or after 06:00.

Section D: Goods in transit conditions

In addition to the General conditions of this **policy**, conditions specific to section D also apply and are set out immediately below.

You must comply with the terms of this **policy**. Failure to comply with the terms of this **policy** may affect **your** right to recover a claim or claims under this **policy**.

Some of the conditions below impose an obligation or obligations on **you** that require **you** to do, or not do, certain things; such conditions are referred to as a condition with obligation. If **you** fail to carry out the obligation(s) (or part of an obligation) under a condition with obligation **we** may, depending on the extent of the obligation(s):

1. not pay the claim (or part of a claim), where the loss is attributable to **your** failure to carry out the obligation(s) (or part of an obligation), and/or
2. suspend the cover granted under this **policy**:
 - a) from the date **you** failed to fulfil the obligation(s) (or part of an obligation),
 - b) until **you** have fulfilled the obligation(s), if fulfilment is possible.

Average condition

If at the time of **damage** the total value of insured goods (comprising the load or consignment) exceeds the sum insured shown in the **schedule**, the amount **we** will pay will be reduced proportionately.

Carrier condition

In the case of an incident occurring where goods are being carried by road or rail carrier or post which gives rise to or likely to give rise to a claim under this section, it is a condition with obligation that **you** shall immediately take all practicable steps to notify the carrier concerned of the loss or **damage** within the time limits for notification of claims stipulated in the applicable conditions of carriage or contract.

Reinstatement or replacement condition

If **we** elect or become bound to reinstate or replace any property insured **you** shall at **your** own expense produce and give to **us** all such plans documents books and information as **we** may reasonably require. **We** shall not be bound to reinstate

exactly or completely but only as circumstances permit and in a reasonably sufficient manner and shall not in any case pay more than the **limit of indemnity**.

Section E: All risks to **business** machines

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

Subject to the terms of this section and the other applicable **policy** terms, **we** will pay **you** up to the **limit of indemnity** in respect of any one loss for **damage** to **business** machines occurring during the **period of insurance**.

What is covered

We will indemnify **you** against loss or **damage** to **business** machines occurring anywhere within Great Britain, Northern Ireland, the Channel Islands or the Isle of Man in connection with the **business**.

We will also indemnify **you** against loss or **damage** to **business** machines occurring elsewhere in the world for up to 30 consecutive days in respect of temporary visits undertaken by any person normally resident in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man in the course of the **business**.

What is not covered

We will not pay loss or **damage**:

- by theft or any attempted theft not involving entry to or exit from the **premises** by forcible and violent means; or
- by theft from an unattended motor vehicle unless there is evidence of forcible and violent entry to the vehicle; or
- arising from wear and tear or from any process of cleaning, dyeing, restoring, adjusting or repairing; or
- arising from or attributable to the action of light or atmosphere, moths, parasites, vermin, corrosion, dampness, mould, marring, scratching, bruising or deterioration; or
- (other than fire) to any machine or apparatus arising from mechanical or electrical breakdown or derangement or arising from adjustment, maintenance or repair; or
- to **money**, jewellery, precious stones, documents, securities, motor vehicles, caravans, boats, cycles, household goods, sports equipment, contact or corneal lenses; or
- any property otherwise insured; or
- erasure or distortion of information on computer systems or their records; or
- loss by official confiscation or detention; or
- caused by pollution or contamination except (unless otherwise excluded) destruction or **damage** to the property insured caused by:
 - pollution or contamination which itself results from a peril hereby insured against; or
 - any peril hereby insured against which itself results from pollution or contamination.

Section E: All risks to **business** machines conditions

In addition to the General conditions of this **policy**, conditions specific to section E also apply and are set out immediately below.

You must comply with the terms of this **policy**. Failure to comply with the terms of this **policy** may affect **your** right to recover a claim or claims under this **policy**.

Some of the conditions below impose an obligation or obligations on **you** that require **you** to do, or not do, certain things; such conditions are referred to as a condition with obligation. If **you** fail to carry out the obligation(s) (or part of an obligation) under a condition with obligation **we** may, depending on the extent of the obligation(s):

1. not pay the claim (or part of a claim), where the loss is attributable to **your** failure to carry out the obligation(s) (or part of an obligation), and/or
2. suspend the cover granted under this **policy**:
 - a) from the date **you** failed to fulfil the obligation(s) (or part of an obligation),
 - b) until **you** have fulfilled the obligation(s), if fulfilment is possible.

Automatic reinstatement of sum insured condition

In the event of a loss, destruction or **damage**, the sum insured for each section shall not be reduced by the amount of such loss provided that:

- **you** pay the appropriate extra premium on the amount of loss from the date thereof to the date of expiry of the **period of insurance**; and/or

- if the loss results from theft, **you** give effect to any additional protective devices that **we** may require for the further security of the **premises**.

Average condition

If at the time of **damage** the **limit of indemnity** is less than the value of the **property** insured, the amount **we** will pay will be reduced proportionately. If two or more items with separate sums insured shown in the **schedule** are the subject of a claim, each item shall be separately subject to this condition.

Inflation protection condition

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

Intruder alarm condition

Unless otherwise agreed by **us** and noted in the statement of facts, it is a condition with obligation that for loss, destruction, or **damage** (including loss of money) involving entry to or exit from the **premises** by forcible and violent means, that an intruder alarm as detailed in the statement of facts is installed at the **premises** and put into effect whenever the **premises** are left unattended.

If **we** ever require a different type of alarm to be installed, this will be brought to **your** attention within the documentation **we** issue. When this occurs, the change in the type of alarm must be implemented within the timescales given to **you**. **Your** cover could also be restricted at **our** discretion until the required alarm is fitted and fully operational.

In the event of a claim for loss or **damage** (including loss of money) involving entry to or exit from the **premises** by forcible and violent means within the timescale given for implementation, **you** must show that **you** have taken steps to have the required type of alarm installed. If **your** cover is restricted, **you** may not be covered until the required alarm is fitted and fully operational.

In addition to the above **your** intruder alarm must also conform to the following.

1. The **intruder alarm system** designed must be installed and maintained to British Standard BS4737 or PD 6662:2004 by a company listed and approved by the National Approval Council for Security Systems (NACOSS) or the Security Systems and Alarms Inspection Board (SSAIB)
2. The **intruder alarm system** must be maintained in full and efficient working order under a contract to provide both corrective and preventative maintenance with the installing company or such other company agreed by **us**
3. No alteration or substitution of:
 - a) part of the **intruder alarm system** or signalling system,
 - b) the maintenance contract be made without **our** agreement
4. The **premises** must not be left unattended without **our** agreement:
 - a) unless the **intruder alarm system** is set in its entirety with the means of communication used to transmit signals in full operation, or
 - b) if the police have withdrawn their response to alarm calls.
5. **You** must maintain secrecy of codes for the operation of the **intruder alarm system**, and details of such codes and all keys to the **intruder alarm system** must be removed from the **premises** when the **premises** are left unattended
6. **You** must appoint at least two **key holders** and lodge written details (which must be kept up to date) with the alarm company
7. in the event of notification of any activation of the **intruder alarm system** or interruption of means of communication during any period the **intruder alarm system** is set a **key holder** must attend the **premises** within 20 minutes
8. If **you** receive any notification:
 - a) that the police attendance in response to alarm signals/calls from the **intruder alarm system** may be withdrawn or the level of response reduced or delayed;
 - b) from a Local Authority or Magistrate imposing any requirement for abatement or nuisance;
 - c) that the **intruder alarm system** cannot be returned to, or maintained in full working order, **you** must tell **us** as soon as practicable and comply with any subsequent requirements that **we** may require.
9. All stock in trade and contents in the **premises** must be contained within an area protected by the **intruder alarm system**.

If **you** are unable to comply with any of the items under 1 to 9 immediately above **you** must tell **us** as soon as practicable and comply with any subsequent requirements that **we** require.

Minimum standard of security condition

It is a condition with obligation that for loss, destruction or **damage** (including loss of **money**) involving entry to or exit from the **premises** by forcible and violent means that:

Final exit doors must be secured as follows:

1. Sliding and/or folding doors, where the door meets the stile, are to be secured with a locking bar and close shackle padlock. If a multi-leaf door then each leaf should be secured internally by bolts top and bottom.
2. - Roller shutters which are manually operated are to be secured with bullet locks or alternatively a locking bar and close shackle padlock, with a staple set into concrete and the locking bar secured to the shutter.
- Roller shutters which are automatically operated internally are to have operating chains secured with a hardened shackle padlock to the door frame or any other part of the building structure.

- Roller shutters which are electrically operated externally are to be fitted with automatic cut-off devices in the event that keys are not used.
- 3. Wicket gate doors are to be secured by a mortice deadlock which has five or more levers and/or conforms to BS3621 with a matching box striking plate must also be fitted. Alternatively, a locking bar and close shackle padlock.
- 4. Single leaf, solid or panelled doors, are to be secured by a mortice deadlock which has five or more levers and/or conforms to BS3621 with a matching box striking plate. Alternatively, a locking bar and close shackle padlock.
- 5. Double leaf, solid or panelled, doors are to be secured by flush or barrel bolts top and bottom on the first closing leaf and
 - a) a mortice deadlock which has five or more levers and/or conforms to BS3621 with a matching box striking plate;
 - or
 - b) a locking bar and close shackle padlock on the second closing leaf.
- 6. All other external doors and internal doors giving access to any part of the building not occupied by **you**, must be secured by the means set out in (5) above, or by two key operated security bolts fitted at the top and bottom of each door

Other means of access must be secured as follows:

- 7. All opening windows, fanlights, roof lights and skylights accessible from the ground or via roofs, pipework or other structures must be secured by key operated locking devices or screwed permanently shut any security measures stipulated or agreed by **us** in writing are implemented and in full and effective working order.

Any door or window officially designated a fire exit by the Fire Authority is excluded from these requirements. These are to be secured internally by panic bolts or fire exit bolts (capable of opening at all times). Any additional devices must be approved by the local Fire Prevention Officer.

Protections condition

It is a condition with obligation that for loss, destruction or **damage** involving entry to or exit from the **premises** by forcible and violent means, that all existing security devices provided to protect the **premises** are properly fitted and put into full operation whenever the **premises** is closed for business or left unattended.

If **we** ever require a higher level of security to be implemented then this will be brought to **your** attention within the documentation **we** issue. When this occurs the required level of security must be implemented within the timescales given to **you**. **Your** cover could also be restricted at **our** discretion until the required level of security is fully operational.

In the event of a claim for loss or **damage** by theft or theft of **money** involving entry to or exit from the **premises** by forcible and violent means within the timescales given for implementation, **you** must show that **you** have taken steps to implement the required level of security. If **your** cover is restricted, **you** may not be covered until the required level of security is fitted and fully operational.

Reinstatement or replacement condition

If **we** elect or become bound to reinstate or replace any property insured **you** shall at **your** own expense produce and give to **us** all such plans documents books and information as **we** may reasonably require. **We** shall not be bound to reinstate exactly or completely but only as circumstances permit and in a reasonably sufficient manner and shall not in any case pay more than the **limit of indemnity**.

Section F: Stock deterioration following refrigeration breakdown

Your schedule will show you if this section is covered.

Subject to the terms of this section and the other applicable policy terms, we will pay you up to the limit of indemnity in respect of any one loss for damage to refrigerated stock occurring during the period of insurance.

What is covered	What is not covered
<p>We will indemnify you for loss or damage to frozen or chilled stock in any freezer cabinet, deep freezer, cold room, cold store or chilled cabinet due to change in temperature beyond your control.</p> <p>The maximum amount we will pay is the limit of indemnity.</p>	<p>We will not pay:</p> <ul style="list-style-type: none">for loss or damage following the deliberate act of any electricity authority in termination, disconnection, restriction or withholding the supply of electricity; orfor loss or damage caused by neglect or misuse; orfor loss or damage arising from any freezer, cold room or chilled cabinet over 10 years old unless freezer, cold room or chilled cabinet is subject to an annual maintenance contract.

Section F: Stock deterioration following refrigeration breakdown conditions

In addition to the general conditions set out under the General conditions section of this policy, conditions specific to section F also apply and are set out immediately below.

You must comply with the terms of this policy. Failure to comply with the terms of this policy may affect your right to recover a claim or claims under this policy.

Some of the conditions below impose an obligation or obligations on you that require you to do, or not do, certain things; such conditions are referred to as a condition with obligation. If you fail to carry out the obligation(s) (or part of an obligation) under a condition with obligation we may, depending on the extent of the obligation(s):

- not pay the claim (or part of a claim), where the loss is attributable to your failure to carry out the obligation(s) (or part of an obligation), and/or
- suspend the cover granted under this policy:
 - from the date you failed to fulfil the obligation(s) (or part of an obligation),
 - until you have fulfilled the obligation(s), if fulfilment is possible.

Average condition

If at the time of damage the sum insured shown in the schedule under this section is less than the value of the property insured, the amount we will pay will be reduced proportionately.

Refrigeration equipment maintenance condition

It is a condition with obligation that any freezer cabinet, deep freezer, cold room, cold store or chilled cabinet is/are maintained by the manufacturer, installer or qualified engineer under an annual maintenance contract.

Section G: Loss of licence

Your schedule will show you if this section is covered.

Subject to the terms of this section and the other applicable **policy** terms, **we** will pay **you** up to the **limit of indemnity** for loss as a result of the licence for the sale of excisable liquors being forfeited, suspended or withdrawn during the **period of insurance**.

What is covered	What is not covered
<p>In the event of the licence for the sale of excisable liquors which has been granted in respect of the premises being forfeited, suspended or withdrawn, we will pay you:</p> <ol style="list-style-type: none"> 1. the depreciation in value of the business, if you are unable to obtain a licence for a period of twelve months from the date of forfeiture, suspension, or withdrawal of the licence, and you sell the business. 2. all costs and expenses incurred by you with our written consent. 3. the loss of profit in accordance with the following provisions: <ol style="list-style-type: none"> a) by paying for the indemnity period an amount representing the difference between the sales less relative purchases as adjusted for opening and closing stock during the indemnity period, as compared to the difference between the sales less relative purchases as adjusted for opening and closing stock during the equivalent period immediately before the forfeiture, suspension or withdrawal of the licence; or b) by paying any reasonable additional expenses incurred in maintaining sales during the indemnity period but not more than the loss avoided under a); <p>less any amount saved during the indemnity period in respect of reduced expenses due to the event.</p> <p>If the premises are disposed of within the twelve months after the loss of licence, the indemnity period will terminate either:</p> <ol style="list-style-type: none"> i. upon disposal, or ii. twelve months from the loss of licence <p>whichever is the earlier.</p> <p>In adjusting the amount paid, all variations or special circumstances affecting the business will be taken into account in order that the amount paid represents as nearly as practicable the results, which would have been expected if forfeiture, suspension, or withdrawal of the licence had not occurred.</p> <p>If the event occurs in the first trading year, the payment under a) will be based on the trading figures immediately before the forfeiture, suspension, or withdrawal of the licence.</p>	<p>We will not pay if:</p> <ol style="list-style-type: none"> a) you are entitled to obtain payment of compensation under any legislation or bye-law in respect of refusal to renew the licence; or b) alterations to the premises requiring the consent of the licensing or other authority are made without that consent; or c) the premises are closed for any period not required by law; or d) the premises are not maintained in a good state of sanitary condition or repair; or e) any direction or requirement of the licensing or other authority is not complied with; or f) the forfeiture or refusal to renew the licence occurs wholly or partly by or through your misconduct, procurement, connivance, neglect, or omission, or by any omission by you to take any step necessary to keep the licence in force; or g) prior or subsequent to the refusal to renew or forfeiture of the licence, the business is required for any public purpose, or if surrender or refusal to renew or forfeiture arises under, or results from any scheme of town or country planning, improvement or redevelopment or surrender, reduction or redistribution of licences, in connection with post-war reconstruction or from any alteration of the law affecting the grant, surrender, refusal to renew or forfeiture of licences; <p>Exclusions b) to f) inclusive will not apply where you or any other claimant under this section, proves to our reasonable satisfaction that the matter was completely beyond their power or control.</p>

Part 2

Section H: Liabilities

Sub-section 1: Employers' liability

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

Subject to the terms of this section and the other applicable **policy** terms, **we** will pay up to the **limit of indemnity** (except loss arising from **terrorism**) for any one claim or series of claims arising out of one occurrence that **you** become legally liable to pay in respect of **injury** caused to any **employee** sustained within **territorial limits** in connection with the **business** and occurring during the **period of insurance**.

The maximum amount **we** will pay in respect of **injury** to any **employee** arising from **terrorism** for any one claim or series of claims arising out of one occurrence is £5,000,000.

What is covered	What is not covered
<p>We will indemnify you against all sums that you become legally liable to pay in respect of:</p> <p>a) damages, and/or b) claimants' costs and expenses,</p> <p>We will also pay within the same limit of indemnity:</p> <p>a) costs and expenses incurred with our written consent in respect of any claim made against you, and/or b) the payment of solicitor's fees incurred with our written consent for representing you at:</p> <ul style="list-style-type: none">▪ any coroner's inquest or fatal accident enquiry in respect of death, and/or▪ proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of statutory duty. <p>c) costs and expenses incurred by you, and at your request any director or employee with our written consent, and costs awarded against you or any director or employee arising in connection with a prosecution (including an appeal against any conviction resulting from a prosecution) as a result of an alleged offence occurring during the period of insurance under the Health and Safety at Work etc Act 1974, or similar safety legislation of Great Britain, Northern Ireland, the Channel Islands or the Isle of Man provided that the proceedings relate to the health, safety or welfare of employees</p>	<p>We will not indemnify you in respect of:</p> <ul style="list-style-type: none">▪ work away from the premises other than clerical duties, work at exhibitions for the business only or collection or delivery work unless agreed by us and shown in the schedule; or▪ any liability for which compulsory motor insurance or security is required under the Road Traffic Act 1988 as amended by the Motor Vehicles (Compulsory Insurance) Regulations 1992 and the Road Traffic (Northern Ireland) Order 1981 as amended by the Motor Vehicles (Compulsory Insurance) Regulations (Northern Ireland) 1993 or any other compulsory Road Traffic Act legislation; or▪ arising from liquidated damages, fines or under any penalty clause; or▪ injury arising in connection with any employee while offshore; or▪ legal liability arising in connection with work undertaken in or on:<ul style="list-style-type: none">- aircraft or watercraft- airport or aerodrome runways, maneuvering areas or aprons or those parts of airports or aerodromes to which aircraft have access- railways or railway installations- docks, piers or harbours- quarries, mines or collieries- chemical or petro-chemical works, oil refineries, gas works or fuel storage facilities- power stations or nuclear plant- bridges, viaducts, tunnels, dams, chimney shafts, blast furnaces, towers or steeples; <p>unless otherwise agreed by us and noted in the schedule.</p>

Sub-section 1: Employers' liability extra benefits

These extra benefits will only apply if **you** have purchased the insurance available under Sub-section 1: Employers' liability. **Your schedule** will show **you** if this sub-section is covered.

What is covered	What is not covered
<p>Additional persons insured</p> <p>At your request and subject to the terms of this sub-section, we will indemnify:</p> <ol style="list-style-type: none"> in the event of the death of any person entitled to indemnity under this sub-section, the deceased person's legal personal representatives but only in respect of liability incurred by such deceased person; and any principal in respect of liability arising out of your performance of any agreement entered into by you with the principal to the extent required by such agreement; and any of your directors or employees in respect of liability arising in connection with the business provided that you would have been entitled to indemnity under this section if the claim had been made against you; and any of your officers' committees or members' canteen, sports, social or welfare organisations fire, security, first aid and medical services in their respective capacities as such; and any of your directors or senior officials in respect of private work undertaken by any employee for such director or senior official; <p>provided that:</p> <ul style="list-style-type: none"> ▪ we shall have complete control of claims, and ▪ each additional insured person shall be subject to the terms of this policy as far as they can apply; and ▪ where we are required to indemnify more than one party, the total amount of indemnity payable to all parties in respect of damages will not exceed the limit of indemnity. 	
<p>Compensation for court attendance</p> <p>In the event of any of the undermentioned persons attending court as a witness, at our request, in connection with a claim in respect of which you are entitled to indemnity under this sub-section, we will provide compensation to you at the following rates per day for each day on which attendance is required:</p> <ol style="list-style-type: none"> any of your directors or partners £250 any employee £150. 	
<p>Unsatisfied court judgements</p> <p>In the event of injury to an employee sustained during the period of insurance and arising out of their employment by you in the course of the business which results in a judgement for damages being obtained by such employee or their personal representatives and which remains unsatisfied in whole or in part six months after the date of such judgement we will, at your request, pay to the employee or their personal representatives the</p>	

<p>amount of any such damages and any awarded costs up to the limit of indemnity to the extent that they remain unsatisfied provided that:</p> <p>a) the judgement for damages is obtained:</p> <ol style="list-style-type: none"> i. in a court of law within Great Britain Northern Ireland the Channel Islands or the Isle of Man; and ii. against a company partnership or individual other than you conducting a business at or from premises within the territories described in a) i. above; and <p>b) there is no appeal outstanding; and</p> <p>c) if any payment is made under the terms of this clause, the employee or their personal representatives shall assign the judgement to us.</p>	
<p>Manslaughter costs</p> <p>We will indemnify you and at your request, any of your directors, partners or any employees against:</p> <ul style="list-style-type: none"> ▪ legal costs and expenses incurred, with our written consent in: <ol style="list-style-type: none"> a) the course of an investigation leading to a charge of; or b) the defence against criminal proceedings in connection with an offence of; or c) an appeal against any conviction resulting from a prosecution for; <p>manslaughter, corporate manslaughter, corporate homicide or culpable homicide as a result of any death happening during the period of insurance which may be the subject of indemnity under the policy.</p> ▪ prosecution costs awarded as a result of any conviction for such an offence. <p>The maximum amount we will pay in total during any one period of insurance is £1,000,000.</p>	<p>We shall not be liable in respect of:</p> <ul style="list-style-type: none"> ▪ the fees of any solicitor or counsel appointed by or on behalf of any person entitled to indemnity unless consent to the appointment has been agreed by us; or ▪ fines or penalties or the cost of implementing any remedial order or publicity order; or ▪ costs and expenses of an appeal unless advice has been obtained from a Queen’s Counsel that such appeal has strong prospect of success; or ▪ costs and expenses of an appeal against any fine penalty; or ▪ remedial order or publicity order; or ▪ costs and expenses incurred as a result of the failure to comply with any remedial order or publicity order; or ▪ costs and expenses insured by any other policy; or ▪ costs and expenses of any investigation or prosecution brought other than under the laws of Great Britain Northern Ireland the Channel Islands or the Isle of Man.

Sub-section 1: Employers’ liability conditions

In addition to the general conditions set out under the General conditions section of this **policy**, conditions specific to this section and its sub-sections also apply. Conditions specific to Section H - Sub-section 1 are set out immediately below.

You must comply with the terms of this **policy**. Failure to comply with the terms of this **policy** may affect **your** right to recover a claim or claims under this **policy**.

Right of recovery condition

This insurance is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to **employees** in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man, but **you** must repay to **us** all sums paid by **us** that **we** would not have been liable to pay but for the provision of such law.

Employers’ Liability Tracing Office Notice

Information relating to **your** insurance **policy** including, the **policy** number(s), employers’ names and addresses (including disclosed subsidiaries and any relevant changes of name), coverage dates, employers’ reference numbers provided by Her Majesty’s Revenue and Customs and Companies House Reference Numbers (if relevant), will be provided to the Employers’ Liability Tracing Office (ELTO) and added to an electronic database.

This information will be made available in a specified and readily accessible form as required by the Employers’ Liability Insurance: Disclosure By Insurers Instrument 2010. This information will be subject to regular periodic updating and certification and will be audited on an annual basis.

The Database will be managed by the ELTO.

The Database and the data stored on it may be accessed and used by the Claimants, their appointed representatives, insurers with potential liability for UK commercial lines employers' liability insurance cover and any other persons or entities permitted by law.

By entering into this insurance **policy**, **you** will be deemed to specifically consent to the use of **your** insurance **policy** data in this way and for these purposes.

Sub-section 2: Public and products' liability

Your schedule will show you if this section is covered.

Subject to the terms of this section and the other applicable policy terms, we will indemnify against all sums that you become legally liable to pay in respect of:

- a) accidental injury to any person; and/or
- b) accidental loss of or damage to property; and/or
- c) accidental nuisance or trespass, obstruction, loss of amenities or interference with any right of way, light, air or water; and/or
- d) wrongful arrest, detention, imprisonment, or eviction of any person, or invasion of the right of privacy;

occurring within territorial limits during the period of insurance:

- a) in connection with the business; and/or
- b) caused by products.

We will pay up to the applicable limit of indemnity for any one claim or series of claims arising out of one occurrence during the period of insurance, but in respect of liability arising from products, we will pay up to the applicable limit of indemnity for all claims in total occurring during the period of insurance.

The maximum amount we will pay in respect of all claims arising out of pollution or contamination shall not exceed the applicable limit of indemnity in total for all such claims occurring during the period of insurance.

What is covered	What is not covered
<p>We will indemnify you against all sums that you become legally liable to pay in respect of:</p> <ul style="list-style-type: none"> a) damages, and/or b) claimants' costs and expenses, <p>We will also pay within the same limit of indemnity:</p> <ul style="list-style-type: none"> a) costs and expenses incurred with our written consent in respect of any claim made against you, and/or b) the payment of solicitor's fees incurred with our written consent for representing you at: <ul style="list-style-type: none"> ▪ any coroner's inquest or fatal accident enquiry in respect of death, and/or ▪ proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of statutory duty. c) costs and expenses incurred by you, and at your request any director or employee with our written consent, and costs awarded against you or any director or employee arising in connection with a prosecution (including an appeal against any conviction resulting from a prosecution) as a result of an alleged offence occurring during the period of insurance under the Health and Safety at Work etc Act 1974, or similar safety legislation of Great Britain, Northern Ireland, the Channel Islands or the Isle of Man provided that the proceedings relate to the health, safety or welfare of employees. d) legal costs and expenses incurred with our written consent in the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings, in respect of a breach of Part II of The Consumer Protection Act 1987 provided that the proceedings relate to an offence alleged to have been committed in the course of the business during the period of insurance. 	<p>We will not indemnify you in respect of:</p> <ul style="list-style-type: none"> ▪ work away from the premises other than clerical duties, work at exhibitions for the business only or collection or delivery work unless agreed by us and shown in the schedule; or ▪ any liability for which compulsory motor insurance or security is required under the Road Traffic Act 1988 as amended by the Motor Vehicles (Compulsory Insurance) Regulations 1992 and the Road Traffic (Northern Ireland) Order 1981 as amended by the Motor Vehicles (Compulsory Insurance) Regulations (Northern Ireland) 1993 or any other compulsory Road Traffic Act legislation; or ▪ injury, loss or damage caused by, arising from, relating to or contributed to by products: <ul style="list-style-type: none"> - in your care, custody or control other than food or drink supplied primarily for the consumption by employees or for business entertainment purposes, or - which to your knowledge is for use in or on any aircraft, missile or for aviation or aerospace purposes or for the safety or navigation of marine craft of any sort; or ▪ any liability arising from or in connection with work undertaken offshore; or ▪ any liability arising from or in connection with lack of care or skill in the giving of advice or treatment (other than first aid treatment); or ▪ any liability arising from professional advice given by you for a fee or in circumstances where a fee would normally be charged; or ▪ any claim brought against you in a court of law of any territory outside of Great Britain, Northern Ireland, the Channel Islands or the Isle of Man in which you have a branch or subsidiary, or are represented by a party domiciled in such territory or by a party holding your power of attorney ▪ any liability arising from liquidated damages, fines or under

any penalty clause; or

- for **injury** to any **employee**; or
- in respect of the cost or value of any **products** or replacement, repair, removal, rectification or reinstatement thereof where legal liability arises from a defect in or the unsuitability of such **products**; or
- loss or expenditure incurred by anyone in recalling, modifying, disposing of or making a refund in respect of any **product**; or
- loss of or damage to or the cost of removing, reinstating, replacing or rectifying any **product** under a separate previously completed contract; or
- any liability which attaches by virtue of an express warranty, indemnity or guarantee given or entered into by **you** in connection with any **product** and which would not have attached in the absence of such warranty indemnity or guarantee; or
- in respect of all pollution or contamination unless caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during the **period of insurance**.

All pollution or contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place; or

- legal liability arising in connection with work undertaken in or on:
 - aircraft or watercraft
 - airport or aerodromes, runways, maneuvering areas or aprons or those parts of airports or aerodromes to which aircraft have access
 - railways or railway installations
 - docks, piers or harbours
 - quarries, mines or collieries
 - chemical or petro-chemical works, oil refineries, gas works or fuel storage facilities
 - power stations or nuclear plant
 - bridges, viaducts, tunnels, dams, chimney shafts, blast furnaces, towers or steeples; or
- caused by or arises from or relates to or is contributed to by:
 - any building material or component of any building material that must be removed, isolated, or otherwise abated because its presence or release is a hazard to human health; or
 - the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use of or exposure to asbestos or materials or **products** containing asbestos, whether or not there is another cause of loss which may have contributed concurrently or in any sequence to a loss.

Sub-section 2: Public and **products'** liability extra benefits

These extra benefits will only apply if **you** have purchased the insurance available under Sub-section 2: Public and **products'** liability. **Your schedule** will show **you** if this sub-section is covered.

What is covered	What is not covered
<p>Additional persons insured</p> <p>At your request and subject to the terms of this sub-section, we will indemnify:</p> <ol style="list-style-type: none"> a) in the event of the death of any person entitled to indemnity under this sub-section, the deceased person's legal personal representatives but only in respect of liability incurred by such deceased person; and b) any principal in respect of liability arising out of your performance of any agreement entered into by you with the principal to the extent required by such agreement; and c) any of your directors or employees in respect of liability arising in connection with the business provided that you would have been entitled to indemnity under this section if the claim had been made against you; and d) any of your officers' committees or members' canteen, sports, social or welfare organisations fire, security, first aid and medical services in their respective capacities as such; and e) any of your directors or senior officials in respect of private work undertaken by any employee for such director or senior official; <p>provided that:</p> <ul style="list-style-type: none"> ▪ we shall have complete control of claims; and ▪ each additional person insured shall be subject to the terms of this policy as far as they can apply; and ▪ where we are required to indemnify more than one party, the total amount of indemnity payable to all parties in respect of damages will not exceed the limit of indemnity. 	
<p>Compensation for court attendance</p> <p>In the event of any of the undermentioned persons attending court as a witness, at our request, in connection with a claim in respect of which you are entitled to indemnity under this sub-section, we will provide compensation to you at the following rates per day for each day on which attendance is required:</p> <ol style="list-style-type: none"> a) any of your directors or partners £250 b) any employee £150. 	
<p>Unsatisfied court judgements</p> <p>In the event of injury to an employee sustained during the period of insurance and arising out of their employment by you in the course of the business which results in a judgement for damages being obtained by such employee or their personal representatives and which remains unsatisfied in whole or in part six months after the date of such judgement we will, at your request, pay to the employee or their personal representatives the amount of any such damages and any awarded costs</p>	

<p>up to the limit of indemnity to the extent that they remain unsatisfied provided that:</p> <p>a) the judgement for damages is obtained:</p> <ol style="list-style-type: none"> i. in a court of law within Great Britain Northern Ireland the Channel Islands or the Isle of Man; and ii. against a company partnership or individual other than you conducting a business at or from premises within the territories described in a) i. above; and <p>b) there is no appeal outstanding; and</p> <p>c) if any payment is made under the terms of this clause, the employee or their personal representatives shall assign the judgement to us.</p>	
<p>Manslaughter costs</p> <p>We will indemnify you and at your request, any of your directors, partners or any employees against:</p> <ul style="list-style-type: none"> ▪ legal costs and expenses incurred, with our written consent in: <ol style="list-style-type: none"> a) the course of an investigation leading to a charge of; or b) the defence against criminal proceedings in connection with an offence of; or c) an appeal against any conviction resulting from a prosecution for; <p>manslaughter, corporate manslaughter, corporate homicide or culpable homicide as a result of any death happening during the period of insurance which may be the subject of indemnity under the policy.</p> ▪ prosecution costs awarded as a result of any conviction for such an offence. <p>The maximum amount we will pay in total during any one period of insurance is £1,000,000.</p>	<p>We will not indemnify you in respect of:</p> <ul style="list-style-type: none"> ▪ the fees of any solicitor or counsel appointed by or on behalf of any person entitled to indemnity unless consent to the appointment has been agreed by us; or ▪ fines or penalties or the cost of implementing any remedial order or publicity order; or ▪ costs and expenses of an appeal unless advice has been obtained from a Queen's Counsel that such appeal has strong prospect of success; or ▪ costs and expenses of an appeal against any fine penalty; or ▪ remedial order or publicity order; or ▪ costs and expenses incurred as a result of the failure to comply with any remedial order or publicity order; or ▪ costs and expenses insured by any other policy; or ▪ costs and expenses of any investigation or prosecution brought other than under the laws of Great Britain Northern Ireland the Channel Islands or the Isle of Man.
<p>Property under your control</p> <p>We will indemnify you up to the limit of indemnity in respect of legal liability for accidental loss or damage to:</p> <ul style="list-style-type: none"> ▪ premises (and their contents) whilst temporarily occupied by you as a contract site for the purpose of the business; and ▪ personal effects or vehicles belonging to any partner, director or any employees or your visitors; <p>occurring during the period of insurance.</p>	<p>We will not indemnify you in respect of loss or damage to:</p> <ul style="list-style-type: none"> ▪ premises and their contents which are owned, loaned, leased, hired or rent to: <ol style="list-style-type: none"> a) you b) any other party who is carrying out work in connection with the business on your behalf; or ▪ the products
<p>Defective premises act</p> <p>We will indemnify you in respect of legal liability in for injury, loss or damage arising solely by reason of Section 3 of the Defective Premises Act 1972 or Article 5 of the Defective Premises (Northern Ireland) Order 1975 occurring during the period of insurance in respect of any premises previously owned for purposes pertaining to the business and since disposed of by you is included within the terms and limit of the indemnity provided by this section.</p>	

<p>Cross liabilities</p> <p>If more than one insured is referred to in the schedule, this section shall apply to each one as if a separate policy had been issued to each provided that the total amount of indemnity payable to all parties in respect of damage shall not exceed the limit of indemnity.</p>	
<p>Contingent motor liability</p> <p>We will indemnify you up to the limit of indemnity in respect of injury, loss or damage occurring during the period of insurance arising out of the use in connection with the business of any motor vehicle not owned or provided by you.</p>	<p>We will not indemnify you in respect of:</p> <p>a) loss of or damage to any vehicle or to goods conveyed therein or thereon; or</p> <p>b) injury, loss of or damage arising whilst such vehicle is being:</p> <ul style="list-style-type: none"> - driven by you; or - driven with your or your representatives general consent by any person who to your or your representative's knowledge do not hold a licence to drive a vehicle unless such person has held and is not disqualified from holding such a licence; or - used elsewhere than in Great Britain Northern Ireland the Channel Islands or the Isle of Man.
<p>Data Protection Act 2018</p> <p>We will indemnify you and if you so require any employee in respect of liability to pay compensation including defence costs directly arising from a claim made against you for breach of the General Data Protection Regulation (GDPR), the Data Protection Act 2018 or any amending legislation, caused in connection with the business during the period of insurance.</p> <p>Our maximum liability shall not exceed the sub-limit of indemnity of £250,000 which is the maximum amount payable in the aggregate during the period of insurance.</p>	<p>We shall not be liable in respect of:</p> <ul style="list-style-type: none"> ▪ compensation, costs or expenses covered under Section four: Legal Expenses ▪ the costs of rectifying, rewriting, replacing, reinstating or erasing personal data as defined in the GDPR; ▪ the payment of fines or penalties; ▪ refund of monies paid to you by any claimant; ▪ liability arising solely because you did not comply with your legal obligations set out under the GDPR; ▪ any actual or alleged act, omission or dispute happening before, or existing at the start of the period of insurance and which you knew or ought reasonably to have known could lead to a claim; ▪ any deliberate act by you or any director, partner or employee; ▪ indirect or consequential losses.
<p>Overseas personal liability</p> <p>We will indemnify you and at your request, any of your directors, partners or any employees or their spouse against legal liability incurred in a personal capacity whilst temporarily outside Great Britain, Northern Ireland, the Channel Islands, or the Isle of Man in connection with the business.</p>	<p>We will not indemnify you in respect of:</p> <ul style="list-style-type: none"> ▪ the ownership or occupation of land or buildings.

Sub-section 2: Public and **products'** liability conditions

In addition to the general conditions set out under the General conditions section of this **policy**, conditions specific to Sub-section 2: Public and **products'** liability also apply and are set out immediately below.

You must comply with the terms of this **policy**. Failure to comply with the terms of this **policy** may affect **your** right to recover a claim or claims under this **policy**.

Some of the conditions below impose an obligation or obligations on **you** that require **you** to do, or not do, certain things; such conditions are referred to as a condition with obligation. If **you** fail to carry out the obligation(s) (or part of an obligation) under a condition with obligation **we** may, depending on the extent of the obligation(s):

1. not pay the claim (or part of a claim), where the loss is attributable to **your** failure to carry out the obligation(s) (or part of an obligation), and/or
2. suspend the cover granted under this **policy**:
 - a) from the date **you** failed to fulfil the obligation(s) (or part of an obligation),

- b) until **you** have fulfilled the obligation(s).

Application of heat condition

Provided that **we** have noted and agreed in the **schedule** that **you** undertake heat work away from the **premises**, it is a condition with obligation that in respect of use away from **your** premises of blow lamps, blow torches, flame guns, hot air guns, electric oxy-acetylene or other welding or cutting equipment and angle grinders (in circumstances where sparks are emitted) or tar bitumen or asphalt boilers, the following precautions must be complied with on each occasion.

Blow lamps, blow torches, flame guns and hot air guns:

- a) the area in which work is to be carried out must be examined and combustible property within the vicinity of the work either removed or as far as practicable covered by non combustible materials
- b) suitable fire extinguishing appliances must be kept available for immediate use at the point of work or as near as is practicable
- c) blow lamps, blow torches and flame guns must not be lit until required for use and extinguished immediately after use
- d) lit blow lamps, lit blow torches and lit flame guns must not be left unattended
- e) hot air guns must be switched off when unattended
- f) upon completion of each period of work a thorough fire safety check must be carried out in and around the vicinity of the work. The fire safety check must be undertaken at regular intervals for a period of at least one hour after completion.

Electric oxy-acetylene or other welding or cutting equipment and angle grinders:

- a) the area in which the work is to be carried out including adjoining shafts or openings and the area on the other side of any wall or partition must be inspected to see whether any combustible property other than the property to be worked upon is in danger of ignition either directly or by conduction of heat
- b) all combustible property must be removed to a distance of not less than 6 metres from the point of work and property which cannot be moved must be covered and fully protected by overlapping sheets of non-combustible material or equivalent protection
- c) **you** must arrange for a person who is competent in the use of fire extinguishing appliances to work in conjunction with the operative using the equipment to act as a fire watcher and to remain in attendance at all times until lighted flame equipment is extinguished
- d) the ignition and operation of all equipment must be strictly in accordance with the manufacturer's instructions
- e) suitable fire extinguishing appliances must be made available for immediate use at the point of work
- f) gas cylinders not in use must be kept outside the building in which the work is taking place where practicable but in any event at least 15 metres from the point of application of heat
- g) upon completion of each period of work a thorough fire safety check must be carried out of all areas referred to in paragraph (a) above. The fire safety check must be undertaken at regular intervals for a period of at least one hour after completion.

Tar bitumen or asphalt boilers:

- a) any tar bitumen or asphalt boiler must not be left unattended
- b) any tar bitumen or asphalt boiler must be located at ground level on a non-combustible surface and in the open air whilst lighted

Bona-fide sub-contractors condition

It is a condition with obligation that in respect of **injury** or **damage** arising out of or caused by work undertaken on **your** behalf by any bona-fide sub-contractor that:

- a) **you** obtain and retain a written record that such bona-fide sub-contractor has in force throughout the duration of any work undertaken by them on **your** behalf Public Liability Insurance with a limit of indemnity equivalent to that held by **you** covering legal liability for damage to property and **injury** to any person other than an **employee** and includes an indemnity to principal clause
- b) in the event of a claim related to work undertaken by such bona-fide sub-contractor, **you** must provide documentary evidence of the Public Liability Insurance held by such bona-fide sub-contractor at the time of their appointment to carry out the work.

Exclusions applicable to Section H, Sub-sections 1 & 2

United States of America and Canada laws exclusion

We will not provide any cover under this **policy** in respect of any judgement award or settlement made within countries under the laws of the United States of America or Canada, or to any order made anywhere in the world to enforce such judgement, award or settlement either in whole or in part.

Assumed liability exclusion

We shall not provide cover under this **policy** for liability that is assumed by **you** by agreement (other than liability arising out of a condition or guarantee of **products** implied by law) unless such liability would have attached in the absence of such agreement.

Punitive, exemplary or multiplied damages exclusion

We will not provide any cover under this **policy** against liability for:

- a) punitive or exemplary damages, or
- b) multiplied damages.

Part 3

Section I: Legal expenses

Meaning of defined terms

You can find the meaning of words in bold on pages 8-10. There are some words that may only appear in this section or are defined differently and the meanings shown here apply to this section only.

Appointed representative

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

Costs and expenses

Costs and expenses means:

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

Countries covered

Countries covered means:

- a) for insured incidents Legal defence (excluding 5 Statutory notice appeals), and **injury**

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

- b) for all other insured incidents

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

DAS Standard Terms of Appointment

DAS Standard Terms of Appointment means the terms and conditions (including the amount **we** will pay to an **appointed representative**) that apply to the relevant type of claim, which could include a conditional fee agreement (no-win, no-fee). Where a law firm is acting as an **appointed representative** the amount is currently £100 per hour. This amount may vary from time to time.

Date of occurrence

Date of occurrence means the date on which the claim is first made in writing by or against the **insured person** during the **period of insurance** in respect of an insured incident occurring during or prior to the **period of insurance** but of which the **insured person** was not aware at the commencement of the **period of insurance** and notified to **us** during or within 30 days after the expiry of the same **period of insurance**.

Employer compliance dispute

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

Insured person

Insured person means **you** and **your** directors, partners, managers, employees and any other individuals declared to **us** by **you**.

Preferred law firm or tax consultancy

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

Premises

The buildings and land shown in the **schedule** being occupied by **you** for the purpose of the **business**.

Reasonable prospects

Reasonable prospects means:

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

Tax enquiry

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

- a) included a request to examine any aspect of **your** books and records; or
- b) advises of a check of **your** whole tax return

Vat dispute

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

What is covered

This section will cover **you** (or where specified, the **insured person**) in respect of any insured incident arising in connection with the **business** shown in the **schedule** provided that:

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

What we will pay

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

- a) the most **we** will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is £100,000
- b) the most **we** will pay in **costs and expenses** is no more than the amount **we** would have paid to a **preferred law firm** or **tax consultancy**. The amount **we** will pay a law firm (where acting as an **appointed representative**) is currently £100 per hour. This amount may vary from time to time
- c) in respect of an appeal or the defence of an appeal, **you** must tell **us** within the time limits allowed that **you** want to appeal. Before **we** pay the **costs and expenses** for appeals, **we** must agree that **reasonable prospects** exist
- d) for an enforcement of judgment to recover money and interest due to **you** after a successful claim under this policy, **we** must agree that **reasonable prospects** exist
- e) where an award of damages is the only legal remedy to a dispute and the cost of pursuing legal action is likely to be more than any award of damages, the most **we** will pay in **costs and expenses** is the value of the likely award
- f) in respect of Legal defence 6 Jury service and court attendance, the maximum **we** will pay is the **insured person's** net salary or wages for the time that the **insured person** is absent from work less any amount **you**, the court or tribunal pays.

What we will not pay

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

Insured incidents

Employment disputes and compensation awards

Employment disputes

We will pay **costs and expenses** to defend **your** legal rights:

- a) before the issue of legal proceedings in a court or tribunal:
 - i. following the dismissal of an **employee**; or
 - ii. where an **employee** or ex-**employee** has contacted ACAS ('Advisory, Conciliation and Arbitration Service') to commence the Early Conciliation procedure; or
- b) in unfair dismissal disputes under the ACAS Arbitration Scheme
- c) in legal proceedings in respect of any dispute relating to:
 - i. a contract of employment with **you**; or
 - ii. an alleged breach of the statutory rights of an **employee**, ex-**employee** or prospective **employee** under employment legislation.

Employee civil legal defence

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

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

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

Compensation awards

We will pay:

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

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

Provided that:

- a) in cases relating to performance and/or conduct, **you** have throughout the employment dispute either:
 - i. followed the ACAS Code of Disciplinary and Grievance Procedures; or
 - ii. followed equivalent codes of practice issued by the Labour Relations Agency in Northern Ireland; or
 - iii. sought and followed advice from **our** legal advice service (0344 893 5726).
- b) for an order of compensation following **your** breach of statutory duty under employment legislation **you** have at all times sought and followed advice from **our** legal advice service (0344 893 5726) since the date when **you** should have known about the employment dispute.
- c) for any compensation award for redundancy or alleged redundancy or unfair selection for redundancy, **you** have sought and followed advice from **our** claims department (0344 893 5726) before starting any redundancy process or procedure with **your** employees.
- d) the compensation is awarded by a tribunal or through the ACAS Arbitration Scheme, under a judgment made after full argument and otherwise than by consent or default, or is payable under settlement approved in writing in advance by **us**.

Please note that the total of compensation awards payable by **us** shall not exceed £1,000,000 in any one **period of insurance**. Please see What **we** will not pay b).

Service Occupancy

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

Legal defence

We will pay **costs and expenses** to defend the **insured person's** legal rights:

1. Criminal pre-proceedings cover

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

2. Criminal prosecution defence

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

Provided that:

For claims relating to the Health and Safety at Work etc Act 1974 the **countries covered** shall be any place where the Act applies.

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

3. Data protection

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

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

Provided that:

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

Please note **we** will not cover the cost of fines imposed by the Information Commissioner, or any other regulatory and/or criminal body. Please see General section exclusion 3.

4. Wrongful arrest

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

5. Statutory notice appeals

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

6. Jury service and court attendance

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

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

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

Provided that:

For each of the above sections of Legal defence cover **you** request **us** to provide cover for the **insured person**.

Statutory licence appeal

We will pay **costs and expenses** in an appeal to the relevant statutory or regulatory authority, court or tribunal following a decision by a licensing or regulatory authority to suspend, or alter the terms of, or refuse to renew, or cancel **your** licence, mandatory registration or British Standard Certificate of Registration.

Contract disputes

We will pay **costs and expenses** for a contractual dispute arising from an agreement or an alleged agreement which has been entered into by **you** or on **your** behalf for the purchase, hire, sale or provision of goods or of services.

Provided that:

- a) the amount in dispute exceeds £500 (incl VAT). If the amount in dispute exceeds £5,000 (incl VAT), **you** must pay the first £500 of any claim. If you are using a **preferred law firm**, **you** will be asked to pay this within 21 days of **your** claim having been assessed as having **reasonable prospects**. If **you** are using **your** own law firm, this will be within 21 days of their appointment (following confirmation **your** claim has **reasonable prospects**). If **you** do not pay this amount the cover for **your** claim could be withdrawn
- b) if the amount in dispute is payable in instalments, the instalments due and payable at the time of making the claim exceed £500 (incl VAT)
- c) if the dispute relates to money owed to **you**, a claim under the policy is made within 90 days of the money becoming due and payable.

Tenancy disputes

We will pay **costs and expenses** in respect of a dispute between **you** and **your** landlord or tenant relating to **premises** leased or rented by or to **you**.

Property protection and bodily injury

Property protection

We will pay **costs and expenses** in any civil dispute relating to material property which is owned by **you**, or is **your** responsibility, following:

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

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

Bodily injury

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

Tax protection

We will pay **costs and expenses** for an **appointed representative** following:

1. A **tax enquiry**
2. An **employer compliance dispute**
3. A **VAT dispute**.

Provided that:

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

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

Specific section exclusions

This section excludes and does not cover:

Employment disputes and compensation awards

a) Employment disputes

- i. Any claim in respect of damages for **bodily injury** or loss of or damage to property
- ii. Any claim arising from or relating to the Transfer of Undertakings Regulations (TUPE) or the Transfer of Employment (Pension Protection) Regulations.

b) Compensation awards

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

c) Service occupancy

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

Legal defence

a) Criminal pre-proceedings cover

- i. Any claim relating to a criminal investigation or enquiry by, with or on behalf of HM Revenue & Customs
- ii. Any claim relating to infringement of road traffic laws or regulations in connection with the ownership, driving or use of a motor vehicle.

b) Criminal prosecution defence

- i. Any claim relating to infringement of road traffic laws or regulations in connection with the ownership, driving or use of a motor vehicle.

c) Data protection

A claim relating to the following:

- i. the loss, alteration, corruption or distortion of, or damage to stored personal data, or
- ii. a reduction in the functionality, availability, or operation of stored personal data resulting from hacking (unauthorised access), malicious or negligent transfer (electronic or otherwise) of a computer program that contains any malicious or damaging code, computer virus or similar mechanism.

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

d) Statutory notice appeals

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

Contract disputes

A claim relating to the following:

1.
 - a) the settlement payable under an insurance policy (**we** will cover a dispute if **your** insurer refuses **your** claim, but not for a dispute over the amount of the claim)

- b) the sale, purchase, terms of a lease, licence, or tenancy of land or buildings. However, **we** will cover a dispute with a professional adviser in connection with these matters
 - c) a loan, mortgage, pension, guarantee or any other financial product and choses in action
 - d) a motor vehicle owned by, or hired or leased to **you** other than agreements relating to the sale of motor vehicles where **you** are engaged in the business of selling motor vehicles
2. a dispute with an **employee** or **ex-employee** which arises out of, or relates to, a contract of employment with **you**. (Please refer to insured incident Employment disputes and compensation awards - Employment disputes
3. a dispute which arises out of the:
- a) sale or provision of computer hardware, software, systems or services; or
 - b) the purchase or hire of computer hardware, software, systems or services tailored by a supplier to **your** own specification
4. a dispute arising from a breach or alleged breach of professional duty by an **insured person**
5. the recovery of money and interest due from another party, other than disputes where the other party indicates that a defence exists.

Tenancy disputes

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

Statutory licence appeal

- a) Assistance with the application process either in relation to an original application or application for renewal of a statutory licence, mandatory registration or British Standard Certificate of Registration
- b) Any claim relating to the ownership, driving or use of a motor vehicle.

Property protection and **bodily injury**

a) **Property protection**

Any claim relating to the following:

- i. a contract **you** have entered into (please refer to Contract disputes)
- ii. goods in transit or goods lent or hired out
- iii. goods at premises other than those occupied by **you** unless the goods are at the premises for the purpose of installations or use in work to be carried out by **you**
- iv. mining subsidence
- v. defending **your** legal rights but **we** will cover defending a counter-claim
- vi. a motor vehicle owned or used by, or hired or leased to an **insured person** (other than damage to motor vehicles where **you** are in the business of selling motor vehicles)
- vii. the enforcement of a covenant by or against **you**.

b) **Bodily injury**

Any claim relating to the following:

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

Tax protection

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

General section exclusions

This section excludes and does not cover:

1. Any claim reported to **us** more than 180 days after the date the **insured person** should have known about the insured incident.
2. **Costs and expenses** incurred before **our** written acceptance of a claim.

3. Fines, penalties, compensation or damages which the **insured person** is ordered to pay by a court or other authority, other than compensation awards covered under Employment disputes and compensation awards and Legal defence.
4. Legal action an **insured person** takes which **we** or the **appointed representative** have not agreed to, or where the **insured person** does anything that hinders **us** or the **appointed representative**.
5. Any claim relating to patents, copyrights, trademarks, merchandise marks, registered designs, intellectual property, secrecy and confidentiality agreements.
6. Any claim relating to rights under a franchise or agency agreement entered into by **you**.
7. Any insured incident deliberately or intentionally caused by an **insured person**.
8. A dispute with **us** not otherwise dealt with under item 7 of Section conditions.
9. Any claim relating to a shareholding or partnership share in the **business** shown in the **schedule**.
10. **Costs and expenses** arising from or relating to judicial review, coroner's inquest or fatal accident inquiry.
11. Any claim caused by, contributed to by or arising from:
 - a) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel
 - b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it
 - c) war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup, or any other act of terrorism or alleged act of terrorism as defined by the Terrorism Act 2000
 - d) pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.
12. Any claim where either at the start of, or during the course of a claim, **you**:
 - a) Are declared bankrupt
 - b) Have filed a bankruptcy petition
 - c) Have filed a winding-up petition
 - d) Have made an arrangement with **your** creditors
 - e) Have entered into a deed of arrangement
 - f) Are in liquidation
 - g) Part or all of **your** affairs or property are in the care or control of a receiver or administrator.
13. Any claim directly or indirectly caused by or resulting from any device failing to recognise, interpret, or process any date as its true calendar date.
14. Any claim relating to written or verbal remarks that damage the **insured person's** reputation.
15. Any claim where an **insured person** is not represented by a law firm, barrister or tax expert.

Section conditions

Claim conditions

In addition to the general conditions set out under the General Conditions section of this **policy**, conditions specific to this section also apply and are set out immediately below.

Claim notification

If **your** issue cannot be dealt with through legal advice and needs to be dealt with as a potential claim under this **policy**, phone **us** on 0344 893 5726 and **we** will give **you** a reference number. At this point **we** will not be able to tell **you** whether the claim is covered or not but **we** will pass the information **you** have given **us** to **our** claims handling teams and explain what to do next.

If **you** would prefer to report **your** claim in writing please send it to the Claims Department, DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol, BS1 6NH.

Alternatively **you** can email **your** claim to newclaims@das.co.uk

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

Claim procedure

On receiving a claim, if representation is necessary, **we** will appoint a **preferred law firm** or **tax consultancy** as **your appointed representative** to deal with **your** claim. They will try to settle **your** claim by negotiation without having to go to court.

If the appointed **preferred law firm** or **tax consultancy** cannot negotiate settlement of **your** claim and it is necessary to go to court and legal proceedings are issued or there is a conflict of interest, then **you** may choose a law firm or tax expert to act as the **appointed representative**. **We** will choose the **appointed representative** to represent **you** in any proceedings where **we** are liable to pay a compensation award.

If **you** choose a law firm as **your appointed representative** who is not a **preferred law firm** or **tax consultancy**, **we** will give **your** choice of law firm the opportunity to act on the same terms as a **preferred law firm** or **tax consultancy**. However if they refuse to act on this basis, the most **we** will pay is the amount **we** would have paid if they had agreed to the **DAS Standard Terms of Appointment**. The amount **we** will pay a law firm (where acting as the **appointed representative**) is currently £100 per hour. This amount may vary from time to time.

The **appointed representative** must co-operate with **us** at all times and must keep **us** up to date with the progress of the claim.

General section conditions

1. An **insured person** must:
 - a) co-operate fully with **us** and the **appointed representative**
 - b) give the **appointed representative** any instructions that **we** ask **you** to.
2.
 - a) An **insured person** must tell **us** if anyone offers to settle a claim and must not negotiate or agree to any settlement without **our** written consent.
 - b) If an **insured person** does not accept a reasonable offer to settle a claim, **we** may refuse to pay further **costs and expenses**
 - c) **We** may decide to pay an **insured person** the reasonable value of the claim that the **insured person** is claiming or is being claimed against them instead of starting or continuing legal action. In these circumstances an **insured person** must allow **us** to take over and pursue or settle a claim in their name. An **insured person** must allow **us** to pursue at **our** own expense and for their benefit, any claim for compensation against any other person and an **insured person** must give **us** all the information and help **we** need to do so
3. An **insured person** must:
 - a) instruct the **appointed representative** to have **costs and expenses** taxed, assessed or audited if **we** ask for this
 - b) take every step to recover **costs and expenses** and court attendance and jury service expenses that **we** have to pay and must pay **us** any amounts that are recovered.
4. If the **appointed representative** refuses to continue acting for an **insured person** with good reason or if an **insured person** dismisses the **appointed representative** without good reason, the cover **we** provide will end at once, unless **we** agree to appoint another **appointed representative**.
5. If an **insured person** settles a claim or withdraws their claim without **our** agreement, or does not give suitable instructions to the **appointed representative**, **we** can withdraw cover and will be entitled to reclaim any **costs and expenses we** have paid.
6. **We** may require **you** to get, at **your** own expense, an opinion from an expert, that **we** consider appropriate, on the merits of the claim or proceedings, or on a legal principle. The expert must be approved in advance by **us** and the cost agreed in writing between **you** and **us**. Subject to this **we** will pay the cost of getting the opinion if the expert's opinion indicates that it is more likely than not that **you** will recover damages (or obtain any other legal remedy that **we** have agreed to) or make a successful defence.
7. If there is a disagreement between **you** and **us** about the handling of a claim and it is not resolved through **our** internal complaints procedure and **you** are a small business, **you** can contact the Financial Ombudsman Service for help. Details available from www.financial-ombudsman.org.uk. Alternatively there is a separate arbitration process (this applies to all sizes of business). The arbitrator will be a barrister chosen jointly by **you** and **us**. If there is a disagreement over the choice of arbitrator, **we** will ask the Chartered Institute of Arbitrators to decide.
8. An **insured person** must:
 - a) keep to the terms and conditions of this section
 - b) take reasonable steps to avoid and prevent claims
 - c) take reasonable steps to avoid incurring unnecessary costs
 - d) send everything **we** ask for in writing, and
 - e) report to **us** full and factual details of any claim as soon as possible and give **us** any information **we** need.
9. **We** will, at our discretion, void this section of the policy (make it invalid) from the date of claim, or alleged claim, and/or **we** will not pay the claim if:
 - a) A claim the **insured person** has made to obtain benefit under this section is fraudulent or intentionally exaggerated, or
 - b) A false declaration or statement is made in support of a claimWhere the above circumstances apply, as part of **our** fraud prevention measures **we** will, at **our** discretion, also share information with other parties such as the police, government bodies and anti-fraud organisations.
10. Apart from **us**, **you** are the only person who may enforce all or any part of this **policy** and the rights and interests arising from or connected with it. This means that the Contracts (Rights of Third Parties) Act 1999 does not apply to this section

in relation to any third-party rights or interest.

11. If any claim covered under this section is also covered by another policy, or would have been covered if this section did not exist, **we** will only pay **our** share of the claim even if the other insurer refuses the claim.
12. This section is governed by the law that applies in the part of the United Kingdom, Channel Islands or Isle of Man where **your business** is registered. Otherwise the law of England and Wales applies. All Acts of Parliament mentioned in this section include equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands as appropriate.

Data Protection

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

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

Who **we** are

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

How **we** will use **your** information

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

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

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

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

It is necessary for **us** to use the **insured person's** personal information to perform **our** obligations in accordance with any contract that **we** may have with the **insured person**. It is also in **our** legitimate interest to use the **insured person's** personal information for the provision of services in relation to any contract that **we** may have with **you**.

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

We will retain the **insured person's** personal data for 7 years. **We** will only retain and use their personal data thereafter as necessary to comply with our legal obligations, resolve disputes, and enforce **our** agreements. If **you** wish to request that we no longer use the **insured person's** personal data, please contact **us** at dataprotection@das.co.uk.

What are **your** rights?

The **insured person** has the following rights in relation to the handling of their personal data:

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

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

Data Protection Officer
DAS Legal Expenses Insurance Company Limited

DAS House
Quay Side
Temple Back
Bristol
BS1 6NH

Or via Email: dataprotection@das.co.uk

How to make a complaint

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

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

Information Commissioner's Office
Wycliffe House
Water Lane
Wilmslow
Cheshire
SK9 5AF
www.ico.org.uk