



# Optima Business Plus

## Policy Wording

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**To make a claim, call 0345 122 3283**  
Please save this number to your mobile phone

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When this section is shown as operative on the <b>schedule</b> , please refer to the separate Business Legal Guard policy wording for full details of the cover, terms, conditions and exclusions.	

# Optima Business Plus Policy

This **policy** is a contract of insurance between **you** and **us** by which **we** agree to cover **you** in respect of the risks set out in the sections and sub-sections of this **policy** shown as insured on the **schedule**, subject to the terms, conditions and exclusions of this **policy** and in consideration of **you** paying or agreeing to pay the premium.

This **policy** is made up of a number of documents which must be read together. **You** should read carefully all documents that **we** have provided and contact **your agent** immediately if this **policy** does not meet **your** needs.

This **policy** has been signed for and on behalf of **us**.

Signed

A handwritten signature in black ink, appearing to read 'François-Xavier Boisseau', written over a set of horizontal lines.

François-Xavier Boisseau – CEO, Insurance  
Ageas Insurance Limited

# Important Notice

**You** have a duty to make a fair presentation of all material and relevant facts to **us**. Providing **us** with inaccurate information or failing to tell **us** of anything which may increase the risk may invalidate this **policy** or lead to claims not being paid or being paid in part only.

To assist **your** understanding of which facts are material and relevant to **us**, here are some key examples:

- **Who you are** – the legal entity that owns the **business**
- **Business status** – sole proprietor, partnership, limited liability partnership or a limited company
- **What you do** – the description of the **business** as shown on the **schedule**
- **Personal and business history** – the previous history relating to proprietors, **partners** or **directors** or their business that is provided to **us** e.g. previous bankruptcies, company liquidations, convictions, claims etc.

Other material and relevant facts will be shown on the statement of fact or proposal form. If **you** are in any doubt or require clarification of what must be declared to **us**, please discuss this with **your agent**.

This **policy** does not cover maintenance of **your property**. That means **we** will not cover the cost of wear and tear or routine maintenance. **We** expect **you** to properly maintain **your property**, but the cost of this remains **your** responsibility. **You** have a duty to keep **your property** safe, secure and in good repair, and take all practical steps to avoid loss or **damage**.

**You** should also take all reasonable care to prevent accidents or disease. In particular **you** should:

- keep all work equipment and premises in good and safe condition
- exercise care in the selection and management of **employees**
- comply with all statutory obligations and regulations imposed by any authority.

In addition, **you** should take all reasonable care to prevent the sale or supply of goods which are defective in any way.

# How to Make a Claim

If **you** need to make a legal expenses claim and this section is shown as being operative on the **schedule**, please refer to the separate Business Legal Guard policy wording for details. For all other claims please contact **our** commercial claims department on **0345 122 3283**. The line is open 24 hours a day, 365 days a year. Alternatively, **you** can write to **us** at:

Commercial Claims Department  
Ageas Insurance Limited  
Ageas House  
The Square  
Gloucester Business Park  
Brockworth  
Gloucestershire  
GL3 4FA

The claims handler will take full details of the claim and guide **you** through the next steps. Depending on the value and type of claim, the claims handler may seek help from a loss adjuster. Loss adjusters are independent claims experts who will visit **you** or a third party claimant to assist with the assessment of the claim.

Once **we** have been notified of a claim, **we** will tell **your agent**. The notification letter gives **your agent** the opportunity to become involved in the claim if either **you** or they wish. Once the claim has been settled, a letter is sent to **your agent** confirming settlement and the amounts paid.

## Do

- Have details of **your** policy number ready when notifying **us**. **You** can find the policy number on the **schedule**.
- Report any incidence of loss of **money**, theft, attempted theft or **damage** by malicious persons to the police immediately. **You** should obtain a crime reference number (not an incident reference number) from them if a crime has been committed.
- Carry out temporary repairs to **your property** to prevent further loss. Please retain all invoices for work carried out. Remember, if **you** do not have **your** own contractor, call Business Emergency Assistance on **0345 122 8935** to arrange for an approved contractor to effect repairs, any time of the day or night.
- Notify **us** of any claim or any incident which may lead to a claim as soon as possible. The sooner **we** are involved, the more opportunity **we** have to resolve the claim to **your** satisfaction. **You** must notify **us** within seven days if the incident relates to **damage** by riot, civil commotion, labour or political disturbances, malicious persons, theft or attempted theft.

- Ensure that any letter or notice received is sent to **us** immediately unanswered and unacknowledged. **You** must also send **us** unanswered and unacknowledged any written claim, writ, summons or other document relating to a claim and tell **us** of any pending prosecution, coroner's inquest or fatal accident inquiry and give **us** full details of any verbal claims made against **you**.
- Any **injury** to an **employee** should be reported to **us** regardless of whether a formal claim has been made against **you**. **We** can then decide whether **we** need to investigate and provide advice to **you**.

## Don't

- Dispose of any evidence or damaged items – **we** may wish to see them.
- Wait for estimates to be obtained for work to be carried out before notifying **us** of a claim.
- Admit or deny responsibility for any incident involving **injury** to others or **damage** to their **property**.

## Replacement service

**We** have a number of suppliers that can repair **your property** or replace items lost, stolen or damaged beyond repair. If one of **our** suppliers is used **you** will not need to obtain estimates and **we** will settle directly with the supplier. **You** will be responsible for the payment of any applicable **excess**. **You** will only be responsible for payment of the VAT element if **you** are VAT registered. **You** will be invoiced accordingly.

## What we will need

If **your property** is lost, damaged or stolen, to consider the claim **we** will typically need:

- proof of ownership i.e. original purchase invoices, bank account statements or other similar evidence
- any available photographs, taken before and after the event, showing the **property** would be useful

If **you** are not using **our** replacement service **we** will also need:

- i at least two estimates for the replacement of lost, damaged or stolen items
- ii if the item cannot be repaired, a letter or a report from an independent expert confirming this and the cause of the **damage**.

# Legal and Business Helpline Services

As an Ageas policyholder with a current **policy**, **you** are automatically entitled to the following helpline services. To help **us** to check and improve **our** service standards, calls are recorded.

## **Business legal advice – 0345 122 8931**

This helpline is available 24 hours per day, 365 days a year to provide confidential legal advice over the phone on legal problems, under the laws of the countries of **Europe**.

## **UK tax advice – 0345 122 8931**

This helpline is available between 9.00am and 5.00pm from Monday to Friday to provide confidential advice over the phone on any tax matters under the laws of England, Scotland, Wales and Northern Ireland.

## **Redundancy approval – 0345 322 0176**

This service is available 9.00am and 5.00pm from Monday to Friday (except bank holidays) to provide specialist advice if **you** are planning redundancies. This will assist **you** to implement a fair selection process and ensure that the redundancy notices are correctly served. If **you** opt to use this service a charge will be payable by **you**.

## **Confidential counselling helpline – 0345 122 8934**

This helpline is available 24 hours per day, 365 days a year for an **employee** (including family members permanently living with them) needing confidential help and advice. **Our** qualified counsellors are available to provide telephone support on any matter that is causing **your employee** upset or anxiety, from personal problems to bereavement. Due to their sensitivity, counselling calls are not recorded.

## **Business emergency assistance – 0345 122 8935**

This helpline is available 24 hours per day, 365 days a year to arrange help straight away if an unforeseen emergency causes **damage** to the **premises** or creates a health and safety hazard. **We** will contact a suitable repairer or contractor and arrange assistance on **your** behalf. All costs of assistance provided are **your** responsibility, although if the **damage** is insured **you** will be able to make a claim for repair of the **damage**.

Please do not phone the helpline service numbers to report an insurance claim.

The helpline services are provided on **our** behalf but not by **us**. **We** take no responsibility for the advice or assistance given or for the failure of the helpline which may result from an exceptional event that is beyond the control of **us** and the helpline service provider.

# What to Do if You Have a Complaint

Should there ever be an occasion where **you** need to complain, **we** will deal with this as quickly and fairly as possible.

If **your** complaint is about the way this **policy** was sold to **you**, please contact **your agent** to report **your** complaint.

If **you** have a complaint regarding **your** claim, please telephone **us** on the number shown in **your** claims documentation.

Alternatively, for claims or any other type of complaint, **you** can also write to **us** at the address shown below or email **us** through **our** website at [www.ageas.co.uk/complaints](http://www.ageas.co.uk/complaints) (please include **your** policy number and claim number if appropriate).

Customer Services Adviser  
Ageas Insurance Limited  
Ageas House  
Hampshire Corporate Park  
Templars Way  
Eastleigh  
Hampshire  
SO53 3YA

**We** will try to resolve **your** complaint by the end of the next working day. If **we** are unable to do this, **we** will write to **you** within five working days to either:

- tell **you** what **we** have done to resolve the problem; or
- acknowledge **your** complaint and let **you** know when **you** can expect a full response.

**We** will also let **you** know who is dealing with the matter. **We** will always aim to resolve **your** complaint within four weeks of receipt. If **we** are unable to do this **we** will give **you** the reasons for the delay and indicate when **we** will be able to provide a final response. If **we** cannot resolve the differences between **us**, **you** may refer **your** complaint to the Financial Ombudsman Service if:

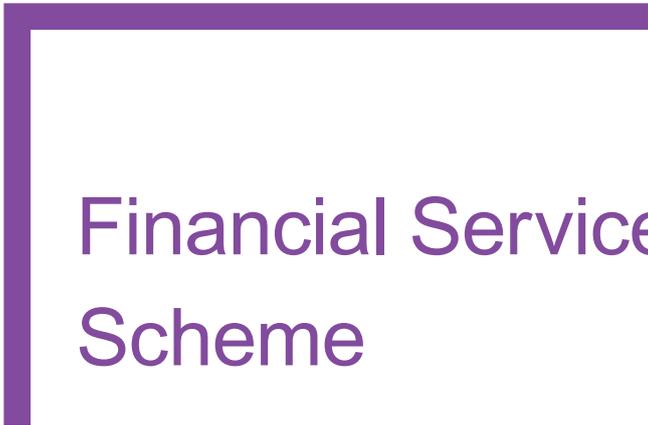
- **you** have an annual turnover of less than EUR 2 million and fewer than 10 employees and,
- if for any reason **you** are still dissatisfied with **our** final response, or
- if **we** have not issued **our** final response within eight weeks from **you** first raising the complaint.

**You** can contact the Financial Ombudsman Service at the address below, however they will only consider **your** complaint once **you** have tried to resolve it with **us**.

Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR

[www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

Following the complaints procedure does not affect **your** rights to take legal proceedings.



# Financial Services Compensation Scheme

Should **we** be unable to meet **our** liabilities **you** may be entitled to compensation from the Financial Services Compensation Scheme.

Further information is available from the Financial Services Compensation Scheme. Their telephone number is **0800 678 1100** or **020 7741 4100**. Alternatively, more information can be found at **[www.fscs.org.uk](http://www.fscs.org.uk)**.

# Data Protection Notice

Please read this notice carefully as it contains important information about **our** use of personal information.

In this notice, **personal information** means any information **we** have about **you** and the other people insured by this **policy** such as any officer, **partner**, **director** or **employee** of **your business** or any other person connected with **your business**.

## Sensitive information

Some of the **personal information** that **we** ask **you** to provide is known as “sensitive personal data”. This will include information relating to health issues, race, religion and any criminal convictions. **We** need to use sensitive personal data to provide **you** with quotations, arrange and manage this **policy** and to provide the services described in this **policy** (such as dealing with claims).

## How we use personal information

**We** are part of the Ageas group of companies. **We** may share **personal information** with other companies in the group for any of the purposes set out in this notice. If **you** want to know more about the Ageas group please go to [www.ageas.co.uk](http://www.ageas.co.uk).

**We** will use **personal information** to arrange and manage this **policy**, including handling underwriting and claims and issuing renewal documents and information to **you** or **your agent**. **We** will also use **personal information** to assess **your** insurance application and provide information to credit reference agencies.

**We** may research, collect and use data about **you** from publically available sources including social media and networking sites. **We** may use this data for the purposes set out in this notice, including fraud detection and prevention.

**We** may have to share **personal information** with other insurers, statutory bodies, regulatory authorities, **our** business partners or agents providing services on **our** behalf and other authorised bodies.

**We** will share **personal information** with others:

- if **we** need to do this to manage this **policy** with **us** including settling claims
- for underwriting purposes, such as assessing **your** application and arranging this **policy**
- for management information purposes
- to prevent or detect crime, including fraud (see below)
- if **we** are required or permitted to do this by law (for example, if **we** receive a legitimate request from the police or another authority)
- if **you** have given **us** permission.

**You** can ask for further information about **our** use of **personal information**. If **you** require such information, please write to the Data Protection Officer at the address set out below.

## Preventing and detecting crime

**We** may use **personal information** to prevent crime. In order to prevent and detect crime **we** may:

- check **personal information** against **our** own databases
- share it with fraud prevention agencies. **Your personal information** will be checked with and recorded by a fraud prevention agency. Other companies within the financial services industry may also search such fraud prevention agencies when **you** make an application to them for financial products (including credit, savings, insurance, stockbroking or money transmission services). If such companies suspect fraud, **we** will share **your** relevant **personal information** with them. The information **we** share may be used by those companies when making decisions about **you**. **You** can find out which fraud prevention agencies are used by **us** by writing to **our** Data Protection Officer at the address set out below
- share it with operators of registers available to the insurance industry to check information and prevent fraud. These include the Claims and Underwriting Exchange Register administered by Insurance Database Services Ltd. **We** may pass information relating to this **policy** and any incident (such as an accident, theft or loss) to the operators of these registers, their agents and suppliers.

## Dealing with others on your behalf

To help **you** manage this **policy**, subject to answering security questions, **we** will deal with **you** or any officer, **partner**, **director** or **employee** of **your business** or any other person whom **we** reasonably believe to be acting for **you** if they call **us** on **your** behalf in connection with this **policy** or a claim relating to this **policy**.

## Marketing

**We** may use **personal information** and information about **your** use of **our** products and services to carry out research and analysis.

**We** will only use **personal information** to market **our** products and services to **you** if **you** agree to this.

## Monitoring and recording

**We** may record or monitor calls for training purposes, to improve the quality of **our** service and to prevent and detect fraud. **We** may also use CCTV recording equipment in and around **our** premises.

## Data Protection Notice – continued

### Further information

**You** are entitled to receive a copy of any **personal information we** hold about **you**. If **you** would like to receive a copy, or if **you** would like further information on, or wish to complain about, the way that **we** use **personal information**, please write to:

Data Protection Officer  
Ageas Insurance Limited  
Ageas House  
Hampshire Corporate Park  
Templars Way  
Eastleigh  
Hampshire  
SO53 3YA

giving **your** name, address and policy number. **We** may charge **you** a small fee for this.

If **we** change the way that **we** use **personal information**, **we** will write to **you** to let **you** know. If **you** do not agree to that change in use, **you** must let **us** know as soon as possible by writing to **us** at the address above.

**You** have the right to complain to the Information Commissioner's Office at any time if **you** object to the way **we** use **your personal information**. For more information please go to [www.ico.org.uk](http://www.ico.org.uk).

# Definitions

Words which appear in bold within this **policy** will have the meaning defined below. The Legal Expenses Section has its own set of definitions within Business Legal Guard policy wording.

## Accident

Direct, physical loss or **damage** as follows:

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

## Additional Increase in Cost of Working

The additional expenditure necessarily incurred for the sole purpose of avoiding or diminishing the reduction in **turnover** which but for that expenditure would have taken place during the **indemnity period** beyond that recoverable as **increase in cost of working**.

## Agent

A person or company who advises **you** on insurance and represents **you** and acts on **your** behalf when arranging insurance policies.

## Biomass or Biogas Installation

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

## Breakdown

Breakdown of **covered equipment** consisting of:

- a the actual breaking, failure, distortion or burning out of any part of the **covered equipment** whilst in ordinary use arising from defects in the **covered equipment** causing its sudden stoppage and necessitating repair or replacement before it can resume work
- b fracturing of any part of the **covered equipment** by frost when such fracture renders the **covered equipment** inoperative

- c the actual and complete severance of a rope but not breakage or abrasion of wires or strands even though replacement may be necessary.

## Buildings

The buildings at the risk address shown on the **schedule** and unless otherwise stated, any item for the insurance of buildings includes:

- a outbuildings within the boundaries of the **premises**
  - b aerials, satellite dishes, security cameras and lights fixed to the exterior of the buildings
  - c plant fixed to the exterior of the buildings providing air conditioning or climate control to the buildings
  - d solar water heating and solar photovoltaic panels fitted to the buildings
  - e fuel tanks and septic tanks connected to the buildings
  - f ducting, pipes, cables, wires and control equipment incorporated in the buildings and extending to the public mains
  - g walls, gates and fences around the **premises** and belonging to them
  - h swimming pools, car parks, yards, roads, pavements, paths and children's play areas
  - i permanently fixed lighting, seating and other external structures within the confines of the **premises**
  - j landlord's fixtures and fittings excluding carpets
- all belonging to **you** or for which **you** are responsible excluding:
- i glass, blinds and signs
  - ii **tenants' improvements**.

## Business

The business as shown on the **schedule** including:

- a the ownership, repair and maintenance of the **premises**
- b the provision of fire and security services at the **premises**
- c the provision of first aid but excluding any first aid provided by any qualified medical practitioner or nurse
- d the performance of private work undertaken by **employees** for **you**, or with **your** consent, for any **director**, **partner** or senior executive of **yours**
- e participation in exhibitions, trade shows and conferences.

## Business Hours

The period during which the **premises** are occupied by **you** or a **director**, **partner** or authorised **employee** for **business** purposes.

## Business Money

**Money** held in connection with the **business** belonging to **you** or for which **you** are responsible.

## Definitions – continued

### Claimants' Costs and Expenses

The costs incurred by someone making a claim against **you** which **you** are legally liable to pay.

### Collapse

The sudden and dangerous distortion (whether or not attended by rupture) of any part of the **covered equipment** caused by crushing stress, by force of steam or other fluid pressure (other than pressure of chemical action or ignited flue gases or ignition of the contents).

### Computer Equipment

- a electronic, computer or other data processing or storage equipment
- b projectors, printers, scanners and other peripheral devices used in conjunction with equipment described in a above
- c software and programs licensed to **you** and installed on equipment described in a above
- d **portable computer equipment** used for the purposes of the **business**, owned by **you** or for which **you** are responsible.

### Consequential Loss

Consequential or indirect loss (that is any **damage** or additional expense, which happens as a result of, or is a side effect of, the event for which **you** are insured). This includes but is not limited to the following:

- a loss of revenue
- b loss of earnings
- c additional travel costs
- d loss assessor fees
- e the cost of preparing a claim
- f compensation for stress or inconvenience.

### Covered Equipment

Equipment (owned by **you** or for which **you** are responsible) at the **premises** and which:

- a is built to operate under vacuum or pressure (other than the weight of its contents) or
  - b generates, stores, transmits or converts energy
  - c is **computer equipment**
- excluding:
- i any supporting structure, foundation, masonry, brickwork or cabinet
  - ii any insulating or refractory material
  - iii any vehicle, aircraft, floating vessels or any equipment mounted thereon (other than vehicle recovery cranes or equipment which is included but not the actual vehicle)
  - iv self propelled plant and equipment (other than fork lift trucks and pallet trucks used by **you** at the **premises**), dragline excavation or construction equipment
  - v equipment manufactured by **you** for sale
  - vi safety or protective devices due to their functioning
  - vii tools, dies, cutting edges, crushing surfaces, trailing cables, non metallic linings, driving belts or bands or any part requiring periodic renewal
  - viii any electronic equipment (other than **computer equipment**) used for research, diagnostic, treatment, experimental or other medical or scientific purposes with a replacement value in excess of £30,000
  - ix any **manufacturing, production or process equipment** including linked **computer equipment**

- x any electricity generating equipment other than emergency back-up power equipment or wind turbines less than 10kw or photovoltaic equipment less than 50kw
- xi any kitchen and food preparation, laundry and cleaning equipment, audio-visual equipment and **computer equipment** whilst in a private dwelling or private dwelling quarters (unless such equipment is owned by **you** or for which **you** are responsible)
- xii any **biomass or biogas installation**
- xiii any **hydroelectric installation**.

### Damage

Loss, destruction or damage.

### Data

Information represented or stored electronically including but not limited to code, or series of instructions, operating systems, software, programs and firmware.

### Declared Value

**Your** assessment of the cost of reinstatement at the level of costs applying at the inception of the **period of insurance** (ignoring inflationary factors which may operate subsequently) together with due allowance for:

- a the additional cost of reinstatement to comply with public authority requirements as provided by Extension 4 – Public Authorities to Sub-Section A – Buildings
- b professional fees as provided by Extension 2 – Professional Fees to the Property Section
- c removal of debris as provided by Extension 3 – Removal of Debris to the Property Section.

### Defined Peril

- a Fire
- b Lightning
- c Explosion
- d Riot, civil commotion, labour or political disturbances
- e **Damage** by malicious persons
- f Earthquake or subterranean fire
- g Impact by:
  - i aircraft and other flying objects or articles dropped from them
  - ii vehicles, trains or trams
  - iii animals or birds
  - iv falling aerials, masts or satellite dishes
  - v falling trees and branches
- h Storm
  - i Flood
  - j Escape of water from any water, drainage or heating system
  - k Escape of oil from any fixed oil fired heating installation.

### Denial of Service Attack

Any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability of networks, network services, network connectivity or information systems. Denial of service attacks include, but are not limited to, the generation of excessive traffic into network addresses, the exploitation of system or network weaknesses and the generation of excessive or non-genuine traffic between and amongst networks.

## Derangement

Electrical or mechanical malfunction arising from a cause internal to **computer equipment** unaccompanied by visible damage to or breaking of any parts of the equipment.

## Director

A director of **you** where **you** are a limited company.

## Employee

Any:

- a person under a contract of service or apprenticeship with **you**
  - b prospective employee who is being assessed as to their suitability for employment
  - c labour master (or labour only subcontractor) or person supplied by them
  - d self-employed person used for labour only
  - e person hired or borrowed by **you** from another employer including agency workers
  - f volunteer or voluntary worker
  - g trainee or person undertaking work for **you** under a work experience placement
- whilst engaged by **you** in the course of the **business** and under **your** direct control or supervision.

## Europe

The member countries of the European Union, the Channel Islands, the Isle of Man, Norway and Switzerland.

## Excess

The first amount of a claim **you** must pay.

## Explosion

The sudden and violent rending of **covered equipment** by force of internal steam or other fluid pressure (other than pressure of chemical action or ignited flue gases or ignition of the contents) causing bodily displacement of any part of the **covered equipment** together with forcible ejection of the contents.

## General Contents

The contents of the **buildings** used in connection with the **business**, owned by **you** or for which **you** are responsible, including:

- a machinery, plant, equipment, trade utensils, tools, implements, fixtures and fittings (excluding **computer equipment**)
- b patterns, models or moulds
- c computer records, business books, manuscripts, plans and designs or other documents for an amount not exceeding £25,000 in respect of any one loss
- d unless shown as a separate item on the **schedule**, **computer equipment** together with other peripheral devices which are designed to be used in conjunction with such equipment for an amount not exceeding £25,000 or the general contents sum insured whichever is lower
- e wines, spirits, tobacco and cigarettes kept for entertainment purposes up to a limit of £500 in respect of any one loss
- f **directors', partners' or employees' personal belongings**, clothing, pedal cycles and tools subject to a limit of £500 per person unless shown as a separate item on the **schedule**

but excluding:

- i landlords' fixtures and fittings
- ii **tenants' improvements**

iii glass, blinds and signs

iv **money**

v **computer equipment** (other than as provided by d above)

vi **stock**.

## Gross Profit

The amount by which the sum of the **turnover** and the amount of the closing **stock** shall exceed the sum of the amount of the opening **stock** and the amount of the **specified working expenses**.

## Gross Revenue

The money paid or payable to **you** for **products supplied** and services provided in the course of the **business**.

## Ground Heave

Upward movement of the ground beneath the **buildings** as a result of the soil expanding.

## Hacking

Unauthorised access to any computer or other equipment or component or **system** or item which processes, stores, transmits or retrieves **data**, whether owned by **you** or not.

## Hydroelectric Installation

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

## Increase in Cost of Working

The additional expenditure necessarily incurred for the sole purpose of avoiding or diminishing the reduction in **turnover** which but for that expenditure would have taken place during the **indemnity period**.

## Indemnity Period

The period beginning with the occurrence of the **damage** and ending not later than the last day of the maximum indemnity period shown on the **schedule** during which the results of the **business** shall be adversely or positively affected in consequence of the **damage**.

## Injury

Bodily injury, death, illness or disease.

## Insured Person

**You**, a **director**, **partner** or **employee**.

## In Transit

- a being loaded on or into a **vehicle**
- b being carried by a **vehicle**
- c contained in or on a **vehicle** whilst parked or stationary during transit for a period not exceeding 24 consecutive hours
- d being unloaded off or from a **vehicle** but not including positioning, installation, commissioning or erection subsequent to unloading.

## Definitions – continued

### Intruder Alarm System

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

### Landslip

Downward movement of sloping ground.

### Loss of Limbs, Eyes, Hearing or Speech

- a Loss of Limbs:
  - i In the case of a leg or legs:
    - a loss by permanent physical severance at or above the ankle or
    - b permanent and total loss of use of an entire foot or leg.
  - ii In the case of an arm or arms:
    - a loss by permanent physical severance of the four fingers at or above the metacarpophalangeal joints (where the fingers join the palm of the hand) or
    - b permanent and total loss of use of an entire hand or arm.
- b Loss of Eyes:
  - Irrecoverable loss of sight:
    - i in both eyes if an **insured person** is registered as severely sight impaired
    - ii in one eye if the degree of sight remaining after correction is 3/60 or less on the Snellen Scale (seeing at 3 feet what a person with standard vision should see at 60 feet).
- c Loss of Hearing:
  - Total and permanent loss of hearing.
- d Loss of Speech:
  - Total and permanent loss of speech.

### Manufacturing, Production or Process Equipment

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

### Media

All forms of electronic, magnetic and optical tapes and discs for use in any **computer equipment**.

### Money

Coins, bank and currency notes, bankers drafts, postal and money orders, cheques, bills of exchange, warrants, travellers cheques, prepaid travel money cards, unused current postage stamps, holiday with pay stamps, stamped holiday with pay cards, National Savings Certificates, Premium Bonds, luncheon vouchers, credit and debit card sales vouchers, gift tokens, activated gift cards, consumer redemption vouchers, lottery and other prize scratch cards, top up cards, telephone cards and vouchers, prepaid travel cards, unexpired units in franking machines and VAT purchase invoices belonging to **you** or for which **you** are responsible.

### Outstanding Debit Balances

The total amount of the outstanding debit balances in customers' credit accounts including hire purchase and credit

sales accounts at the date of the **damage** adjusted for bad debts.

### Partner

A partner of **you** where **you** are a partnership or a member of **you** where **you** are a limited liability partnership but not any member also deemed to be in **your** employment.

### Period of Insurance

The period of time this **policy** is effective as shown on the **schedule** or until this **policy** is cancelled. Each renewal represents the start of a new period of insurance.

### Permanent Total Disablement

**Physical injury** not resulting in death, **loss of limbs, eyes, hearing or speech** which has lasted for at least one year and which solely and directly results in the permanent, total and absolute inability of the **insured person** to attend to any part whatsoever of their occupation or profession.

### Personal Belongings

Items worn, used or carried in daily life, but not **money**, credit cards or items held or used for business purposes.

### Phishing

Any access or attempted access to **data** or information by means of misrepresentation or deception.

### Physical Injury

Bodily injury by accidental, external, violent and visible means sustained by **you**, a **director, partner or employee** in the course of the **business** where such bodily injury arises directly from assault with the intent of theft of **property or money** insured by this **policy**.

### Policy

This policy is made up of a number of documents. These documents are the:

- a policy wording
- b Business Legal Guard policy wording if legal expenses are insured
- c **schedule**
- d endorsements
- e notice to policyholders
- f statement of fact or proposal form.

### Polluting or Contaminating Substance

Any solid, liquid, gaseous or thermal irritant or contaminant including but not limited to smoke, vapour, fumes, acids, alkalis, chemicals, dust, legionella bacteria and other micro-organisms or pathogens and waste including material to be recycled, reconditioned or reclaimed.

### Pollution or Contamination

- a all pollution or contamination of buildings or other structures or of water or land or the atmosphere
- b all **injury, damage** or liability directly or indirectly caused by such pollution or contamination arising from any **polluting or contaminating substance**.

## Portable Computer Equipment

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

## Premises

The **buildings** and the land inside the boundaries of the risk address shown on the **schedule** that are occupied or used by **you** in connection with the **business**.

## Principal

Any person, firm, company, ministry or authority for whom **you** undertake work or provide **products supplied** under a contract or agreement in the course of the **business**.

## Products Supplied

Any goods (including containers) sold, supplied, erected, repaired, serviced, altered, treated, installed, processed, manufactured or tested by **you** in the course of the **business**.

## Property

Material property which shall not include **data**.

## Rent Payable

The money paid or payable by **you** for accommodation and services provided by the landlord at the **premises**.

## Rent Receivable

The money paid or payable to **you** for accommodation and services provided as landlord at the **premises**.

## Schedule

The document that shows:

- a **your** name and address
- b the **business**
- c the **period of insurance**
- d the sections and sub-sections of this **policy** which are operative
- e the **excesses** which apply
- f the premium **you** must pay
- g the **property** that is insured
- h the limits of indemnity, sums insured and **indemnity periods**
- i details of any extensions or endorsements to the cover.

## Secure Compound

An area that is fully enclosed by a secure perimeter wall or fence and securely locked gates.

## Settlement

Downward movement as a result of the soil being compressed by the weight of the **buildings**.

## Specified Working Expenses

- a Purchases of **stock**, raw materials and consumables (less discounts received).
- b Discounts allowed.
- c Carriage, freight and packaging.
- d Bad Debts.

## Stock

Stock in trade including raw materials, work in progress and finished goods, owned by **you** or held in trust by **you**.

## Subsidence

Downward movement of the ground beneath the **buildings** and its foundations other than by **settlement**.

## System

Computers, other computing and electronic equipment linked to computer hardware, electronic data processing equipment.

## Temporary Total Disablement

**Physical injury** which solely and directly results in the total and absolute inability of the **insured person** to attend to any part whatsoever of their occupation or profession.

## Tenants' Improvements

Fixtures, fittings, decorations or improvements which are fixed to and form part of the structure or fabric of the **building** and for which **you** are responsible as the tenant and not the owner of the **building** excluding:

- a **buildings**
- b landlords' fixtures and fittings
- c **general contents**
- d glass, blinds and signs
- e **computer equipment**
- f **money**
- g **stock**.

## Territorial Limits

Unless otherwise stated in the **schedule** or elsewhere in this **policy**, the following territorial limits apply:

### Property and Loss of Income Sections

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

### Liability Section

#### Sub-Section A – Employers' Liability

- a England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man.
- b Rest of the world but only in respect of temporary work as provided by Extension 5 – Temporary Work Overseas to Sub-Section A – Employers' Liability.

#### Sub-Section B – Public Liability

- a England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man.
- b Rest of the world but only in respect of temporary work as provided by Extension 10 – Overseas Personal Liability and Extension 11 – Temporary Work Overseas to Sub-Section B – Public Liability.

#### Sub-Section C – Products Liability

- a England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man.
- b Rest of the world (but excluding **products supplied** knowingly to the United States of America or any territory within its jurisdiction or Canada).

#### Sub-Section D – Treatment

- a England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man.
- b Rest of **Europe**.

## Definitions – continued

### Property in Transit Section

The territories shown on the **schedule** under the Property in Transit Section.

### Terrorism Extensions to the Property and Loss of Income Sections

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

### Terrorism

Any act of any person acting on behalf of or in connection with any organisation with activities directed towards the overthrowing or influencing of any government de jure or de facto by force or violence.

### Turnover

The money paid or payable to **you** for **products supplied** and services provided in the course of the **business**.

### Unoccupied, Unoccupancy

- a Empty or
- b not in use

for more than 30 consecutive days.

### Vehicle

A mechanically propelled conveyance with or without attached trailers.

### Virus

Computer viruses or worms, Trojan horses, logic bombs or other malware, programming instructions or any set of instructions designed to achieve an unexpected, unauthorised or undesirable effect or operation or otherwise adversely affect computer programs, data files or operations whether involving self replication or not.

### We, Our, Us

Ageas Insurance Limited.

### You, Your, Yours

The person, persons or corporate body named on the **schedule** as the Insured including subsidiary companies notified by **you** and accepted by **us**.

### Your Costs and Expenses

- a costs and expenses incurred with **our** consent in defending any claim
- b costs incurred with **our** consent for solicitors' fees for representation at any coroner's court, fatal accident inquiry or court of summary jurisdiction (including a court of equal status in any country within **Europe**) in respect of any occurrence which may be the subject of indemnity under the Liability Section
- c legal costs incurred with **our** consent for defending a charge of manslaughter or any equivalent charge or a breach of health and safety at work, data protection, food safety or consumer protection legislation.

# General Exclusions

These exclusions apply to the whole **policy**. Additional exclusions may apply to individual sections and sub-sections. Please refer to the section and sub-section wordings for details.

## 1 Radioactive Contamination

(Not applicable to Sub-Section A – Employers' Liability of the Liability Section)

This **policy** does not cover any **damage, injury** or liability directly or indirectly caused by, contributed to, by or arising from:

- a ionising radiations or radioactive contamination from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- b the radioactive, toxic, explosive or other dangerous properties of any explosive nuclear equipment or nuclear part of that equipment.

## 2 War

(Not applicable to Sub-Section A – Employers' Liability of the Liability Section)

This **policy** does not cover any **damage, injury** or liability directly or indirectly caused by, contributed to, by or arising from war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, or military or usurped power.

## 3 Northern Ireland

This **policy** does not cover **damage** to any **property** in Northern Ireland directly or indirectly caused by, contributed to, by or arising from:

- a riot or civil commotion or
- b labour disturbances or malicious persons except in respect of accidental **damage** caused by fire or explosion.

## 4 Terrorism

This **policy** does not cover any **damage, injury** or liability directly or indirectly caused by, contributed to, by or arising from:

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

except as provided by the Liability Section of this **policy** or, if they are shown as insured on the **schedule**, Extension 15 – Terrorism to the Property Section or Extension 12 – Terrorism to Sub-Section A – Income/Costs of the Loss of Income Section.

In any action, suit or other proceedings, where **we** allege that by reason of the provisions of this exclusion any **damage, injury** or liability is not covered by this **policy**, the burden of proving that such **damage, injury** or liability is covered shall be upon **you**.

## 5 Electronic Risks

This **policy** does not cover any **damage, injury** or liability directly or indirectly caused by, contributed to, by or arising from:

- a **damage** to any **system** or item which processes, stores, transmits or receives **data** whether owned by **you** or not and whether tangible or intangible (including any **data** or information or programs or software) where such **damage** is caused by programming or operating error by any person, acts of malicious persons, **virus, hacking, denial of service attack** or failure of any external network
- b the erasure, loss, distortion or corruption of **data** or unauthorised access to or modification of **data** or information on **systems** or other records, programs or software
- c any misinterpretation, use or misuse of **data** or information on **systems** or other records or software
- d unauthorised transmission of **data** to any third party, or transmission of any **virus**
- e **damage** to any other **property** directly or indirectly caused by or arising from **damage** described in a, b, c or d of this exclusion

but this shall not exclude accidental **damage** to insured **property** which results from a cover cause shown on the **schedule** against **general contents** except for acts of malicious persons which do not involve physical force or violence.

## 6 Pollution

(Not applicable to Sub-Section A – Employers' Liability of the Liability Section)

This **policy** does not cover any **damage, injury** or liability directly or indirectly caused by, contributed to, by or arising from **pollution or contamination** except for (unless otherwise excluded):

- a **damage** to the **property** insured caused by:
  - i **pollution or contamination** which itself results from Cover Cause 1 or 2
  - ii any one of Cover Causes 1 or 2 which itself results from **pollution or contamination**
- b any cover provided under the Liability Section of this **policy** where the **damage, injury** or liability is shown to come within the exception to Exclusion 6 – Pollution of the exclusions to the Liability Section.

## General Exclusions – continued

### 7 Asbestos

(Applicable to the Liability Section only)

This **policy** does not cover any liability of whatsoever nature arising out of mining, processing, manufacturing, removing, disposing of, distributing or storing of asbestos or products made entirely or mainly of asbestos.

This exclusion shall not apply to the removal or disposal of asbestos or products made entirely or mainly of asbestos provided:

- a such activity does not form part of **your** usual business
- b the discovery of asbestos is unintentional and accidental and that upon discovery of asbestos or products made entirely or mainly of asbestos all work immediately stops
- c an asbestos removal contractor licensed by the Health and Safety Executive is employed as soon as practicable to make safe the area in which the discovery is made and who has employers' and public liability insurance in force for limits no less than those stated on **your** own such policies and that such work is not excluded by the contractor's own employers' and public liability policy.

# General Conditions

These conditions apply to the whole **policy**. Additional conditions may apply to individual sections or sub-sections. Please refer to the section and sub-section wordings for details.

## 1 Misrepresentation

**You** must make a fair presentation of the risk to **us**.

This means **you** must disclose at inception or variation to this **policy** and prior to each renewal every material circumstance which **you** know or ought to know and not make misrepresentations to **us**. If **you** do not make a fair presentation to **us**, **we** can:

- a avoid this **policy** from inception or renewal if **we** would not have issued it or continued it knowing the true situation
- b avoid a variation to this **policy** if **we** would not have accepted it had **we** known the true situation
- c alter the terms of this **policy** from the date the non-disclosure or misrepresentation was made to those **we** would have applied had **we** known the true situation
- d reduce the payment for a claim
- e cancel this **policy** from the date the non-disclosure or misrepresentation was made.

This may result in claims not being paid or not being paid in full.

## 2 Subject to Survey

If this **policy** has been issued subject to survey, then continuance of cover shall be subject to:

- a **you** allowing **us** to undertake a survey at each of **your premises** (where required) by a date agreed in writing by **us**. **We** may appoint a surveyor to do the survey for **us**
- b **you** complying with **our** acceptance criteria
- c the completion of any risk improvements required within the timeframe advised by **us**.

The cost of completing any risk improvement requirements will be met by **you**.

If **you** do not allow **us** to complete the survey by the agreed date **we** may exercise **our** right to cancel this **policy** in accordance with General Condition 6 – Our Cancellation Rights.

For the period between inception date and the completion date of the survey **we** agree to cover **you** in accordance with the terms, conditions and exclusions of this **policy**.

In the event the survey does not reflect the details supplied to **us** by **you** or on **your** behalf, or any of the risk improvement requirements are not completed by the agreed date **we** give **you** in writing following the survey, **we** have the right to amend the premium, terms, conditions and exclusions of this **policy**, or to cancel this **policy** in accordance with General Condition 6 – Our Cancellation Rights.

## 3 Reasonable Precautions

**You** should take all reasonable care:

- a for the safety of the **property** insured
- b to prevent accidents or disease
- c to comply with all statutory obligations and regulations imposed by any authority
- d to prevent the sale or supply of goods which are defective in any way.

## 4 Fraud

**We** will not pay for any claim that is deliberately exaggerated or where **you** or anyone acting for **you** uses, or attempts to use, fraudulent means to obtain benefits under this **policy**. If **you** or they do, or attempt to:

- a **we** will cancel this **policy** from the date of the fraudulent act
- b **we** will not refund any premiums
- c all benefit under this **policy** shall be forfeited.

**We** may inform the police and fraud prevention agencies of the circumstances.

## 5 Your Cancellation Rights

During the first **period of insurance**, **you** have the right to cancel this **policy** within 14 days of:

- a receipt of the policy wording and **schedule**, or
- b the inception date of this **policy**

whichever is the later, by writing to **us** or alternatively by contacting **your agent** to confirm cancellation. Cancellation will take effect from the date that **we** or **your agent** receives **your** cancellation instructions. Provided no claim has been made and there has been no incident known to **you** prior to cancellation which may give rise to a claim, **you** will be entitled to a full refund of the premium paid. Should a claim be submitted after such refund has been provided, payment of the premium in full will be required before **we** can deal with the claim. **We** will only deal with claims occurring during the period commencing on or after inception up to the cancellation of this **policy**.

**You** may cancel this **policy** at any other time by writing to **us** or alternatively by contacting **your agent** to confirm cancellation. **You** will be entitled to the return of a proportionate part of the premium paid in respect of the unexpired **period of insurance** provided no claim has been made during the **period of insurance** in which the cancellation is to take effect. If a claim has been made, **we** will deduct the cost of the claim (or the estimated cost where the claim is outstanding) from the refund due. **You** will not be entitled to any refund if:

- i there has been an incident known to **you** which may give rise to a claim or

## General Conditions – continued

- ii the cost of the claim (or the estimated cost where the claim is outstanding) is equal to or exceeds the amount of the premium paid.

### 6 Our Cancellation Rights

The cover provided by this **policy** shall automatically cease from the date that:

- a a liquidator, administrator or insolvency practitioner is appointed to administer the **business**
- b the **business** is permanently discontinued
- c **your** interest ceases other than as a result of **your** death unless **we** agree otherwise in writing.

In addition to a, b and c of this condition and any right to cancel under more specific conditions, **we** also have the right to cancel this **policy** at any other time by sending 14 days' notice in writing to **your** last known address. Reasons for cancellation under this condition may include but are not limited to:

- i a change to the risk which makes it one **we** would not normally accept
- ii **you** failing to co-operate with or provide information to **us** which affects **our** ability to underwrite the risk.

**You** will be entitled to the return of a proportionate part of the premium paid in respect of the unexpired **period of insurance** provided no claim has been made during the **period of insurance** in which the cancellation is to take effect. If a claim has been made, **we** will deduct the cost of the claim (or the estimated cost where the claim is outstanding) from the refund due. **You** will not be entitled to any refund if:

- a there has been an incident known to **you** which may give rise to a claim, or
- b the cost of the claim (or the estimated cost where the claim is outstanding) is equal to or exceeds the amount of the premium paid.

### 7 Renewal

**We** are not bound to offer renewal of this **policy**.

### 8 Law Applicable to this Policy

This **policy** will be governed by English Law, and **you** and **we** agree to submit to the non-exclusive jurisdiction of the courts of England and Wales (unless **you** live in Jersey in which case the law of Jersey will apply and the Jersey courts will have exclusive jurisdiction).

### 9 Language

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

### 10 Contracts (Rights of Third Parties Act) 1999

Except as provided by General Condition 11 – Personal Representatives, no party to this **policy** intends that any term of this **policy** should be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person, persons or corporate body who is not a party to this **policy**.

### 11 Personal Representatives

In the event of the death of any party entitled to indemnity under this **policy**, **we** will cover the deceased's personal representatives in respect of legal liability to pay **your costs and expenses, claimants' costs and expenses** and damages previously incurred by the deceased in respect of accidental:

- a **injury** or
- b **damage to property**

provided that:

- i the personal representatives comply with and are subject to the terms and conditions of this **policy** to the extent that these can apply
- ii the conduct and control of claims is vested in **us**
- iii where more than one party is entitled to indemnity under this condition, **our** total combined liability to all parties will not exceed the applicable limit of indemnity shown on the **schedule**.

### Condition Precedent to Liability

(Applicable to the Property and Loss of Income Sections only)

#### Notice of Unoccupancy or Occupancy

It is a condition precedent to **our** liability to pay claims that **you** must advise **us** as soon as **you** become aware that:

- a the **premises** or a **building** or self contained unit within a **building** becomes **unoccupied**
- b the **premises** or a **building** or self contained unit within a **building** becomes occupied after a period of being **unoccupied**.

Following notification of **unoccupancy** or occupancy, **we** will have the right to amend the premium, terms, conditions and exclusions of this **policy**, or may exercise **our** right to cancel this **policy** in accordance with General Condition 6 – Our Cancellation Rights.

# Claims Conditions

These conditions apply to the whole **policy** unless otherwise stated.

## 1 Claims Procedure – Your Responsibilities

Failure to comply with these responsibilities will affect the payment of any claim.

- a **You** must not negotiate or settle any claims made against **you** by anyone else or admit or deny responsibility for any incident involving **injury** to others or **damage** to their **property** unless **we** agree otherwise in writing.
- b **You** must:
  - i on discovery of any **damage** by theft or attempted theft or by malicious persons give immediate notice to the police and obtain a crime reference number if a crime has been committed and provide it to **us**
  - ii notify **us** within seven days of any **damage** by riot, civil commotion, labour or political disturbances, malicious persons or theft or attempted theft. Any other incident that may give rise to a claim under this **policy** must be reported to **us** and full written particulars of the loss supplied as soon as possible after the event at **your** expense
  - iii immediately send **us** unanswered and unacknowledged any letter or notice received alleging that **you** or anyone working for **you** is responsible for causing an **injury** to any person or **damage** to any **property**. **You** must also send **us** unanswered and unacknowledged any written claim, writ, summons or other document relating to a claim and tell **us** of any pending prosecution, coroner's inquest or fatal accident inquiry and give **us** full details of any verbal claims made against **you**
  - iv take immediate action to minimise loss, prevent further **damage**, **injury** or **physical injury** and avoid interruption of or interference with the **business**
  - v keep all damaged **property** until **we** give permission to dispose of it
  - vi provide at **your** expense all information and assistance as **we** may reasonably require
  - vii provide, if **we** require, a statutory declaration of the truth of the claim.

## 2 Claims Procedure - Our Rights

**We** shall:

- a be allowed by **you** to enter the **premises** where **damage** has occurred and take and keep possession of any **property** insured
- b not accept any **property** being abandoned to **us**
- c have complete control of any proceedings and the settlement of any claim.

## 3 Subrogation

Before or after any payment is made by **us**, **we** can at **our** option:

- a negotiate, defend or settle, in **your** name and on **your** behalf, any claims made against **you**
- b take legal action in **your** name but for **our** benefit to get back any payment **we** have made under this **policy**.

## 4 Contribution

(Not applicable to the Liability Section or Sub-Section E - Assault By Thieves of the Property Section)

If **you** have any other insurance policies that cover the same **damage** or liability as this **policy**, **we** will only pay **our** share of any claim.

## 5 Arbitration

(Not applicable to the Liability Section)

If **we** agree to pay **your** claim, but **you** disagree with the amount to be paid, such difference shall be referred to an arbitrator jointly appointed by **you** and **us** in accordance with the Arbitration Act. **You** may not take legal action against **us** over this disagreement until the arbitrators have made their decision.

## 6 Discharge of Liability

(Applicable to the Liability Section only)

**We** may, at any time, pay **you** in connection with any claim or series of claims:

- a the amount of the limit of indemnity
  - b any lower amount for which such claim or claims can be settled
- less any sum or sums already paid as damages, **claimants' costs and expenses** and **your costs and expenses**.

On payment, **we** shall relinquish the conduct and control of, and be under no further liability in connection with such claim or claims except for the payment of **claimants' costs and expenses** and **your costs and expenses** incurred prior to the date of such payment.

## 7 Automatic Reinstatement

(Applicable to Sub-Sections A - Buildings, B - Contents, F – Specified Property and H – Deterioration of Refrigerated Goods of the Property Section and Sub-Section A – Income/ Costs of the Loss of Income Section only)

Upon notification of a claim to **us**, unless **we** or **you** give written notice to the contrary, the sums insured shall be reinstated to their full amount provided that:

## Claims Conditions – continued

- a **you** shall pay the appropriate additional premium from the date of the loss or **damage** to the expiry of the **period of insurance** if **we** request the additional premium
- b the total of the amounts reinstated during any one **period of insurance** will not exceed the sum insured shown on the **schedule**.

# Cover Causes

Wherever they are referred to in this **policy**, the cover causes applicable are as follows:

## Cover Cause 1

- a Fire but not **damage** caused by:
  - i spontaneous heating or fermentation of the **property** insured
  - ii fire as a consequence of the **property** insured undergoing any process involving the application of heat.
- b Lightning.
- c Earthquake or subterranean fire.
- d Explosion, but not explosion of any non domestic steam pressure equipment under **your** control.
- e Impact by aircraft or other flying objects or articles dropped from them.

## Cover Cause 2

- a Riot, civil commotion, labour or political disturbances.
- b Malicious persons but not **damage**:
  - i caused by theft or attempted theft
  - ii arising when the **premises** are **unoccupied**.
- c Explosion of boilers and economisers or other equipment used for non domestic purposes and which is built to operate under internal pressure due to steam only. Cover Cause 2c Explosion of boilers and economisers and other equipment is only operative for Sub-Section A – Income/ Costs of the Loss of Income Section.
- d Impact by:
  - i vehicles, trains or trams
  - ii animals or birds
  - iii falling aerials, masts or satellite dishes
  - iv falling trees and branches including the cost of removing fallen trees or branches, but only where there has been **damage** to **property** insured by this **policy**.
- e Escape of oil from any fixed oil fired heating installation but not **damage** arising when the **premises** are **unoccupied**.
- f Storm but not **damage**:
  - i due to changes in the water table level
  - ii by frost, **subsidence**, **settlement**, **ground heave** or **landslip**
  - iii to fences, gates and moveable **property** in the open or to open sided buildings or any **property** therein
  - iv caused by flood.
- g Flood but not **damage**:
  - i due to changes in the water table level
  - ii by frost, **subsidence**, **settlement**, **ground heave** or **landslip**
  - iii to fences, gates and moveable **property** in the open or to open sided buildings or any **property** therein

- iv due to the escape of water from any water tank, apparatus or pipes.
- h Escape of water from any water, drainage or heating system but not **damage** arising when the **premises** are **unoccupied**.

Exclusions f, iii and g, iii shall not apply to Stock in the Open if this is shown as a separate item on the **schedule**.

## Cover Cause 3

**Damage** but not **damage**:

- a by Cover Causes 1, 2, 4 or 5 or any of their detailed exclusions whether insured or not
- b to a building or structure caused by its own collapse or cracking
- c resulting from, or caused by, any process of production, packing, treatment, dyeing, cleaning, testing, commissioning, maintenance, alteration, restoration, servicing or repair
- d caused by:
  - i inherent vice, latent defect, gradual deterioration, wear and tear, frost, faulty or defective design, faulty or defective workmanship or materials, operational error or omission, but not excluding the subsequent **damage** which itself results from a cover cause that is otherwise operative
  - ii corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, condensation, atmospheric or climatic conditions, dampness, dryness, chipping, marring or scratching, vermin or insects
  - iii change in temperature, colour, flavour, texture or finish
  - iv joint leakage, the failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, superheaters, pressure vessels or any range of steam and feed piping connected to them
  - v mechanical or electrical breakdown or derangement in respect of the particular machinery or equipment in which such breakdown or derangement occurs but not excluding:
    - a the subsequent **damage** which itself results from a cover cause that is otherwise operative
    - b **damage** caused by artificially generated electrical current, including electric arcing, that damages electrical devices, appliances or wires
  - vi acts of fraud or dishonesty including any collusion by **you** or **directors**, **partners** or **employees**
  - vii disappearance, unexplained or inventory shortage, misfiling or misplacing of information
  - viii or consisting of distortion, erasure or corruption of computer records or **media**.

## Cover Causes – continued

### Cover Cause 4 – Theft or attempted theft

Theft or attempted theft but not theft or attempted theft:

- a that does not involve entry to or exit from a **building** by forcible and violent means or that does not involve actual or threatened assault or violence, or use of force against **you** or any person lawfully on the **premises**
- b from any garden or from any yard or open space
- c arising while the **premises** are **unoccupied**
- d by any **employee** or any person lawfully on the **premises**
- e **damage** to a **building** except as provided by Extension 5 – Theft of Building to Sub-Section A – Buildings and Extension 3 – Theft Damage to Buildings to Sub-Section B – Contents of the Property Section.

### Cover Cause 5 – Subsidence, ground heave or landslip

**Damage** caused by **subsidence, ground heave or landslip** of the site on which the **property** described on the **schedule** stands but not **damage**:

- a to outbuildings, aerials, satellite dishes, security cameras, lights, air conditioning or climate control equipment, solar panels, fuel tanks and septic tanks, ducting, pipes, cables, wires, control equipment, walls, gates and fences, swimming pools, car parks, yards, roads, pavements, footpaths and children's play areas, unless the structure of the building which they are ancillary to is damaged at the same time by the same cause
- b to solid floor slabs or **damage** from solid floor slabs moving, unless the foundations underneath the outside walls of the main building are damaged at the same time and by the same cause
- c caused by or consisting of:
  - i **settlement** (including the normal **settlement** or bedding down of new structures)
  - ii compaction or movement of infill or made up ground
  - iii coastal or river erosion
  - iv defective design or faulty workmanship or the use of defective materials or inadequate foundations
- d which originated before this cover cause was effective
- e resulting from:
  - i demolition, construction, structural alteration or repair of any **property** at the **premises**
  - ii groundwork or excavation at the same **premises**
- f any **damage** for which compensation is provided under or by contract or legislation
- g loss of market value after repairs.

### Cover Cause 6 – All Risks excluding subsidence, ground heave or landslip

**Damage** by any cause (not otherwise excluded) but not **damage** caused by:

- a Cover Cause 5 – Subsidence, ground heave or landslip or any of its detailed exclusions whether insured or not
- b or resulting from any process of production, packing, treatment, dyeing, cleaning, testing, commissioning, maintenance, alteration, restoration, servicing or repair but not excluding **damage** caused by a **defined peril** and not otherwise excluded
- c inherent vice, latent defect, gradual deterioration, wear and tear, frost, faulty or defective design, faulty or defective workmanship or materials, operational error or omission,

but not excluding **damage** caused by a **defined peril** and not otherwise excluded

- d collapse or cracking of any **building** or structure unless it results from a **defined peril** and is not otherwise excluded
- e corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, condensation, atmospheric or climatic conditions, dampness, dryness, chipping, marring or scratching, vermin or insects
- f change in temperature, colour, flavour, texture or finish
- g joint leakage, the failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, superheaters, pressure vessels or any range of steam and feed piping connected to them
- h the bursting of:
  - i any boiler not used for domestic purposes only
  - ii any economiser or other vessel machine or apparatus owned by **you** or under **your** control in which internal pressure is due to steam only but this will not exclude subsequent **damage** which itself results from a cause not otherwise excluded
- i mechanical or electrical breakdown or derangement in respect of the particular machinery or equipment in which such breakdown or derangement occurs but not excluding:
  - i the subsequent **damage** which itself results from a cover cause that is otherwise operative
  - ii **damage** caused by artificially generated electrical current, including electric arcing, that damages electrical devices, appliances or wires
- j acts of fraud or dishonesty including any collusion by **you, directors, partners or employees**
- k disappearance, unexplained or inventory shortage, misfiling or misplacing of information
- l or consisting of distortion, erasure or corruption of computer records or **media**
- m theft or attempted theft:
  - i that does not involve entry to or exit from a **building** by forcible and violent means or that does not involve actual or threatened assault or violence, or the use of force against **you** or any person lawfully on the **premises**
  - ii from any garden or from any yard or open space
  - iii arising while the **premises** are **unoccupied**
  - iv by any **employee** or any person lawfully on the **premises**
  - v to a **building** except as provided by Extension 5 – Theft of Building to Sub-Section A – Buildings and Extension 3 – Theft Damage to Buildings to Sub-Section B – Contents of the Property Section
- n wind, rain, hail, sleet, snow, flood or dust to any fences, gates or moveable **property** in the open
- o changes in the water table level
- p spontaneous heating or fermentation of the **property** insured or fire caused by its undergoing any process involving the application of heat
- q escape of water or oil from any pipe, tank or apparatus, **damage** by malicious persons, theft or attempted theft in any building which is **unoccupied**.

Exclusion n shall not apply to Stock in the Open if this is shown as a separate item on the **schedule**.

# Property Section

## Sub-Section A – Buildings

The cover described below is only operative if shown as insured on the **schedule**.

### Cover

#### Buildings

**We** will pay for accidental **damage** to **buildings** occurring during the **period of insurance** by any of the cover causes shown against each item of **buildings** on the **schedule**.

#### Tenants' Improvements

**We** will pay for accidental **damage** to **tenants' improvements** occurring during the **period of insurance** by any of the cover causes shown against each item of **tenants' improvements** on the **schedule**.

#### Loss of Rent

**We** will pay for loss of **rent payable** following accidental **damage** occurring during the **period of insurance** by any of the cover causes shown against Loss of Rent on the **schedule**, which makes the **buildings** uninhabitable, but only for the period necessary for the reinstatement of the **buildings**.

## Extensions to Sub-Section A – Buildings

(Subject to the terms, conditions and exclusions of this sub-section, this section and this **policy**)

### 1 Contracting Purchaser

Where **you** contract to sell **your** interest in a **building** insured by this sub-section, the contracting purchaser, who has not, but will complete the purchase, has the benefit of the insurance by this sub-section up to the date of completion, to the extent that the **buildings** are not otherwise insured and provided the purchaser shall comply with and be subject to the terms, conditions and exclusions of this **policy** in so far as they can apply.

### 2 Mortgagees

The interest of any mortgagee shall not be prejudiced by any act or neglect of the mortgagor or occupier of any **buildings** insured by this **policy** provided the mortgagee immediately upon becoming aware of such act or neglect shall give notice to **us** and pay any additional premium required.

### 3 Underground Services

**We** will pay for accidental **damage** by any of the cover causes applicable to **buildings** to underground tanks, water pipes, drains, sewers, gas pipes, electricity and telephone cables extending from the public mains to the **buildings** to the extent to which **you** are responsible for repair.

## 4 Public Authorities

**We** will pay for the additional cost of:

- a reinstating the damaged parts of the **buildings**
- b upgrading any undamaged parts of the **buildings** for an amount not exceeding 15% of the amount that would have been payable if the **buildings** had been totally destroyed incurred solely by reason of the necessity to comply with any legislation, statutory requirements or regulations or public authority byelaw, excluding:
  - i any such cost resulting from a notice served on **you** prior to the date of the **damage**
  - ii the amount of any rate, tax, duty, development or other charge arising out of capital appreciation which may be payable in respect of the **buildings**.

The work of reinstatement or upgrading must be completed within 12 months of the date of the **damage** or such further period as **we** may in writing during the 12 months allow.

**Our** liability for **damage** to such **property** including such costs and expenses will not exceed the sum insured shown on the **schedule** (adjusted in accordance with Extension 13 – Index Linking to the Property Section).

## 5 Theft of Building

If Cover Cause 4 or 6 is operative in respect of a **building**, **we** will pay for accidental **damage** to that **building** as a result of theft or attempted theft of any item or part forming part of the fabric or structure of the **building**.

**Our** liability under this extension will not exceed £25,000 in respect of any one loss.

## Sub-Section B – Contents

The cover described below is only operative if shown as insured on the **schedule**.

### Cover

#### Contents

**We** will pay for accidental **damage** to **general contents** and other **property** (excluding **stock**) occurring at the **premises** during the **period of insurance** by any of the cover causes shown against each item of **general contents** and other **property** shown on the **schedule**.

#### Stock

**We** will pay for accidental **damage** to **stock** occurring at the **premises** during the **period of insurance** by any of the cover causes shown against each item of **stock** on the **schedule**.

## Property Section – continued

### Extensions to Sub-Section B – Contents

(Subject to the terms, conditions and exclusions of this sub-section, this section and this **policy**)

#### 1 Contracting Purchaser

Where **you** contract to sell **your** interest in any item of **general contents** or **computer equipment**, the contracting purchaser, who has not, but will complete the purchase, has the benefit of the insurance by this sub-section up to the date of completion of the purchase, to the extent that the **general contents** or **computer equipment** are not otherwise insured provided the purchaser shall comply with and be subject to the terms, conditions and exclusions of this **policy** in so far as they can apply.

#### 2 Theft of Keys

If Cover Cause 4 or 6 is operative, **we** will pay for the cost of replacing locks and keys to the **buildings** or **intruder alarm systems** following accidental **damage** to keys by theft or attempted theft up to £1,000 in any one **period of insurance** provided that:

- a the keys are stolen from the **buildings** or **your** private residence or the private residence of any **director, partner** or authorised **employee**
- b keys are not left in an unattended room during **business hours** unless locked in a safe, cupboard or drawer the key to which is held in the personal custody of **you, a director, partner** or an authorised **employee**.

#### 3 Theft Damage to Buildings

If Cover Cause 4 or 6 is operative, **we** will pay for accidental **damage** to the **buildings** which **you** are responsible for repairing, and which is not otherwise insured, arising out of theft or attempted theft involving entry to or exit from the **buildings** by forcible and violent means.

#### 4 Seasonal Increase

The sums insured on all items of **stock** are automatically increased by 25% during the months of November and December and the 30 days preceding Easter Sunday or other religious festival observed by the **business**.

#### 5 Temporary Removal of General Contents

**We** will pay for accidental **damage** to **general contents** by any of the cover causes shown on the **schedule** against **general contents** to:

- a computer records, business books, manuscripts, plans and designs or other documents whilst temporarily removed from the **premises**
- b other **general contents** whilst temporarily removed from the **premises** for cleaning, renovation, repair or similar purposes including whilst in transit within the **territorial limits** and travelling between the specified territories provided that **we** shall not be liable for:
  - i **property** held by **you** in trust other than **general contents**
  - ii theft or attempted theft from a building that does not involve entry to or exit from the building by forcible and violent means or that does not involve actual or threatened assault or violence, or use of force against **you** or any person lawfully in the building.

**Our** liability under this extension will not exceed:

- a 10% of the sum insured for **general contents** shown on the **schedule** or

b £100,000

whichever is lower in respect of any one loss.

#### 6 Exhibitions, Trade Shows or Conferences

**We** will pay for accidental **damage** to **general contents** and **stock** by any of the cover causes shown on the **schedule** against each item of **general contents** and **stock** whilst in any buildings being used for an exhibition, trade show or conference, in which **you** are a participant, anywhere within the **territorial limits** including whilst in transit to and from such buildings provided that **we** shall not be liable for theft or attempted theft:

- a from an unattended **vehicle**
- b from any display or stand that has been left unattended by **you, a director, partner** or **employee** during exhibition, trade show or conference hours
- c from a building outside exhibition, trade show or conference hours that does not involve entry to or exit from the buildings by forcible and violent means or that does not involve actual or threatened assault or violence, or use of force against **you** or any person lawfully in the building.

**Our** liability under this extension will not exceed £10,000 in respect of any one loss.

#### 7 Expediting Expenses

**We** will pay for the extra cost to make temporary repairs and expedite permanent repairs to, or permanent replacement of **property** which is the subject of a valid claim under this sub-section.

**Our** liability under this extension will not exceed £20,000 for any one loss.

#### 8 Hire of Substitute Item

**We** will pay the hire charges incurred by **you** for the necessary hire, following accidental **damage** to **property** during the **period of insurance** which is the subject of a valid claim under this sub-section, of a substitute item of similar type and capacity during the period of repair or until permanent replacement of the item lost or damaged.

**Our** liability under this extension will not exceed £10,000 for any one loss.

#### 9 Costs of Reinstating Data

**We** will pay for costs incurred in recreating or reinstating onto **media, data** damaged as a result of accidental **damage** to insured **computer equipment**.

**Our** liability under this extension will not exceed £50,000 in respect of any one loss.

#### 10 Rented Buildings

**We** will cover **you** in respect of legal liability incurred by **you** for accidental **damage** occurring during the **period of insurance** to buildings hired or rented to **you** for the purpose of the **business** provided that **we** shall not be liable:

- a for liability assumed under a tenancy or other agreement which would not have attached in the absence of such agreement
- b if Sub-Section B – Public Liability of the Liability Section of this **policy** is in force
- c for **damage** by theft or attempted theft when the buildings are **unoccupied**.

**Our** liability under this extension will not exceed £5,000 in respect of any one loss.

## 11 Stock At Third Party Locations

If **stock** is shown as insured on the **schedule**, **we** will pay for accidental **damage** to such **stock** by any of the cover causes shown against this item whilst temporarily stored inside any building (except exhibition venues) within the **territorial limits** provided that **we** shall not be liable for theft or attempted theft from a building that does not involve entry to or exit from the building by forcible and violent means or that does not involve actual or threatened assault or violence, or use of force against **you** or any person lawfully in the building.

Our liability under this extension will not exceed £10,000 at any one location and £20,000 in respect of all locations unless otherwise shown on the **schedule**.

## Condition Precedent to Liability – Sub-Section B – Contents

### Cellars and Basements

It is a condition precedent to **our** liability to pay claims in respect of accidental **damage** caused by storm, flood or escape of water that all **stock** or customers' goods contained in any cellar, basement or sub-basement must be kept on racks or shelves at least 30 centimetres above floor level.

## Sub-Section C – Glass, Blinds and Signs

The cover described below is only operative if shown as insured on the **schedule**.

### Cover

**We** will pay for accidental **damage** occurring at the **premises** during the **period of insurance** by Cover Cause 6 to:

- a any glass fitted to the exterior of the **buildings**
- b **property** insured by this section, within any display windows caused by breakage of any glass
- c fixed glass, (including interior showcases and mirrors), inside the **buildings** up to an amount not exceeding £2,500 in respect of any one loss
- d external signs up to an amount not exceeding £1,500 in respect of any one loss
- e sanitary ware, if the cost of replacement has to be paid by **you**, up to an amount not exceeding £1,500 in respect of any one loss
- f external blinds up to an amount not exceeding £2,500 in respect of any one loss
- g framework following breakage of fixed glass
- h lettering on glass
- i alarm foil for which **you** are responsible.

**We** will also pay for the cost of boarding up prior to the replacement of any glass insured by this sub-section and the cost of reinstating **intruder alarm systems** at the **premises** damaged as a result of glass breakage covered under this sub-section.

For the purposes of this sub-section, 'glass' will also mean any glass substitute material.

## Exclusions to Sub-Section C – Glass, Blinds and Signs

**We** will not pay for:

- a **damage** arising:
  - i from repairs or alterations to the **premises**
  - ii in **unoccupied premises**
- b **damage** which occurred prior to the commencement of cover under this sub-section

- c **damage** to any glass or sanitary ware comprising samples or display materials held in connection with the **business**
- d scratching or chipping of glass
- e **damage** to electrical signs by:
  - i rust or other gradually operating cause
  - ii mechanical or electrical breakdown
- f **damage** to tubes within electrical signs unless the surrounding glass is fractured at the same time
- g **damage** arising from repair, removal or erection of glass, blinds, signs or sanitary ware
- h scratching, chipping or cracking of sanitary ware unless there is breakage or complete fracture of such a nature as to render such article totally unserviceable.

## Sub-Section D – Money

The cover described below is only operative if shown as insured on the **schedule**.

### Cover

#### Business Money

**We** will pay for accidental **damage** by Cover Cause 6 to **business money** occurring during the **period of insurance** as shown on the Table of Cover.

Table of Cover	
Cover description and locations	Limit (any one loss)
1 <b>Business money</b> – other than crossed cheques, crossed warrants, crossed postal and money orders, credit and debit card sales vouchers and Value Added Tax purchase invoices:	
a in the <b>buildings</b> during <b>business hours</b>	See <b>schedule</b>
b in transit to and from the <b>premises</b> whilst in <b>your</b> custody or in the custody of any <b>director, partner</b> or authorised <b>employee</b> or whilst in a bank night safe	See <b>schedule</b>
c whilst at <b>your</b> private residence or the private residence of any <b>director, partner</b> or authorised <b>employee</b>	£500
d in the <b>buildings</b> whilst the <b>business money</b> is left unattended or outside <b>business hours</b> and not secured in a locked safe or strongroom	£500
e in the <b>buildings</b> outside <b>business hours</b> and secured in a locked, unspecified safe or a locked strongroom	£3,000
f in the <b>buildings</b> outside <b>business hours</b> and secured in a locked, specified safe, if shown on the <b>schedule</b>	See <b>schedule</b>

## Property Section – continued

Table of Cover	
Cover description and locations	Limit (any one loss)
g in cash operated machines at the <b>premises</b>	£500
h in automated teller machines (ATMs) at the <b>premises</b>	£500
2 Crossed cheques, crossed warrants, crossed postal and money orders, credit and debit card sales vouchers and Value Added Tax purchase invoices	£250,000
3 Safes, strongrooms, tills and stamp franking machines	Cost of repair or replacement

### Safes, Strongrooms, Tills and Stamp Franking Machines

We will pay for accidental **damage** by Cover Cause 4 occurring during the **period of insurance** to any safe or strongroom or till or any stamp franking machine owned by **you** or for which **you** are responsible as shown on the Table of Cover.

### Basis of Settlement – Sub-Section D – Money

For items 1 a, b and f, the most **we** will pay is the limit shown on the **schedule** at the time of the **damage**.

For items 1 c, d, e, g, h and 2, the most **we** will pay is the limit shown in the Table of Cover at the time of the **damage**.

For item 3 the most **we** will pay is the cost of repair or replacement at the time of the **damage**.

### Extensions to Sub-Section D - Money

(Subject to the terms, conditions and exclusions of this sub-section, this section and this **policy**)

#### 1 Theft without Force and Violence

For **property** insured by this sub-section, theft or attempted theft is covered whether or not the theft or attempted theft involves entry to or exit from a building by forcible and violent means or actual or threatened assault or violence, or use of force against **you** or any person lawfully on the premises.

#### 2 Theft by Directors, Partners or Employees

We will pay for **damage** to **business money** arising from theft by, or the fraud or dishonesty of, another **partner** or **director** or any **employee** (excluding sole **directors**) provided discovery occurs within seven days of the event.

#### 3 Holidays

The limits for items 1 a and 1 b on the Table of Cover are doubled during the week immediately prior to any annual holiday shutdown observed by the **business**.

## Exclusions to Sub-Section D – Money

### 1 Employees

We will not pay for any **damage** to **business money**:

- arising from theft by, or the fraud or dishonesty of, any **employee** or **director** which is covered by any other insurance policy
- caused by any act of any **employee** not normally resident within the **territorial limits**
- caused by any act of any labour master or labour only subcontractor or person hired or borrowed by **you** from another employer.

### 2 Transit by Employees

We will not pay for any loss of or **damage** to **business money** whilst in the possession of **employees** delivering or collecting **business money** other than delivery or collection by authorised **employees** to or from the **premises** and **your** bank.

### 3 Error or Omission

We will not pay for shortage due to error or omission.

### 4 Unattended Vehicles

We will not pay for **damage** to **business money** left unattended by **you**, a **director**, **partner** or **employee** in a **vehicle**.

### 5 Forgery and Fraud

We will not pay for any **damage**:

- resulting directly or indirectly from forgery, fraudulent alteration or substitution or fraudulent use of a computer or electronic transfer
- resulting from use of any form of payment which proves to be counterfeit, false, fraudulent, invalid, uncollectable or irrecoverable for any reason.

## Condition Precedent to Liability – Sub-Section D – Money

### 1 Key Security

It is a condition precedent to **our** liability to pay claims for theft or attempted theft of **business money** from a safe, strongroom or till that the keys to such safes, strongrooms or tills are:

- held in the personal custody of **you**, a **director**, **partner** or authorised person or
- locked in a safe, cupboard or drawer the key to which is held in the personal custody of **you**, a **director**, **partner** or authorised person.

### 2 Money in Transit

Where the limit shown on the **schedule** in respect of item 1b exceeds £3,000, it is a condition precedent to **our** liability to pay claims for theft or attempted theft of **business money** in transit, that all transits of **business money**:

- where the amount carried is above £3,000 at any one time but no more than £5,000, must be undertaken by at least two persons together
- where the amount carried is above £5,000 at any one time but no more than £8,000 must be undertaken by at least three persons together
- where the limit shown on the **schedule** in respect of item 1b exceeds £8,000, transits of more than £8,000 at any one time must be undertaken by a specialist security carrier.

## Sub-Section E – Assault By Thieves

The cover described below is only operative if shown as insured on the **schedule**.

### Cover

**We** will pay **you** the appropriate benefits shown in the Table of Benefits if during the **period of insurance** an **insured person** is assaulted during theft or attempted theft of **property** or **money** insured by this **policy** and:

- a suffers **physical injury** which, independently of any other cause and within two years of the **physical injury**, results in death, **temporary total disablement**, **loss of limbs, eyes, hearing or speech**
- b sustains **damage** to their **personal belongings**.

Table of Benefits	Benefit
1 <b>Temporary Total Disablement</b> (payable up to 104 weeks)	£100 per week
2 <b>Loss of Limbs, Eyes, Hearing or Speech</b>	£10,000
3 <b>Permanent Total Disablement</b>	£10,000
4 <b>Death</b>	£10,000
5 <b>Personal belongings</b>	Up to £500 per insured person

### Payment of Benefits

Unless **we** agree otherwise in writing any claim under this sub-section will commence with payment of Benefit 1. If during the progress of a claim **we** agree with **you** that it is more appropriate to progress to Benefits 2 or 3, all amounts paid or payable under Benefit 1 will be deducted from any sum paid under Benefits 2 or 3 in respect of the same **physical injury**.

If a payment is made under Benefit 4, all amounts paid or payable under Benefits 1, 2 or 3 will be deducted from any sum paid under Benefit 4 in respect of the same **physical injury**.

Payment under Benefit 1 will be made when the total amount payable has been agreed or, if **you** request and **we** agree, at intervals of 4 weeks in arrears.

The maximum period for which payments will be made under Benefit 1 for any one incident or series of incidents occurring in any one **period of insurance** in respect of any one person is 104 weeks from the commencement of the disablement.

For **personal belongings**, **we** will pay the full cost of replacement as new which shall be:

- a where any item of **personal belongings** is damaged, the repair of the **damage** and the restoration of the damaged portion to a condition substantially the same but not better or more extensive than its condition when new
- b where any item of **personal belongings** is lost, destroyed or damaged beyond repair, its replacement by similar **property** in a condition equal to but not better or more extensive than its condition when new.

For **personal belongings** the maximum amount **we** will pay for **damage** is the amount shown in the Table of Benefits.

## Extension to Sub-Section E – Assault By Thieves

### Medical Expenses

When a payment is made under Benefits 1, 2, 3 or 4 **we** will also pay for medical expenses incurred and arising from treatment following **physical injury** to an **insured person** during the **period of insurance** up to a maximum limit of £250 in respect of any one incident.

## Conditions to Sub-Section E – Assault By Thieves

### 1 Medical Consultation

If **you**, a **director, partner** or **employee** sustains a **physical injury** which may result in a claim under this sub-section, such person shall consult a duly qualified medical practitioner and follow any medical advice given.

### 2 Discharge of Liability

When a payment is made to **you**, a **director, partner** or **employee** under Benefits 2, 3 or 4 **our** liability under this sub-section shall then cease in respect of that person.

### 3 Evidence of Bodily Injury

Where a claim is made for Benefits 1, 2 or 3 all certificates, information and evidence **we** reasonably require shall be provided to **us** at **your** expense. **You**, a **director, partner** or **employee** will agree to medical examination, when reasonably required, at **our** expense during the period of incapacity. If the requirement for documents or attendance at examinations at **our** request is not complied with, **we** will stop all payments under this sub-section and rights to benefit will be forfeited until the requested documentation is provided in its entirety or such person submits to examination within 30 days of being asked or a longer period mutually agreed by **you** and **us**.

Where a claim is made for Benefit 4 **we** may require a post mortem at **our** expense.

## Sub-Section F – Specified Property

The cover described below is only operative if shown as insured on the **schedule**.

### Cover

**We** will pay for accidental **damage** by Cover Cause 6 to **property** as shown on the **schedule**, owned by **you** or for which **you** are responsible, occurring during the **period of insurance** and whilst within the **territorial limits** shown on the **schedule**.

## Extensions to Sub-Section F – Specified Property

(Subject to the terms, conditions and exclusions of this sub-section and this section and this **policy**)

### 1 Theft without Force and Violence

For **property** insured by this sub-section, theft or attempted theft is covered whether or not the theft or attempted theft involves entry to or exit from a building by forcible and violent means or actual or threatened assault or violence, or use of force against **you** or any person lawfully on the premises.

## Property Section – continued

### 2 Unattended Vehicles

(This extension is only operative if it is shown as insured on the **schedule**)

We will pay for accidental **damage** by theft or attempted theft to **property** left unattended by **you**, a **director**, **partner** or **employee** in a **vehicle** provided the **vehicle**:

- a is not open topped, open sided or curtain sided
- b has all windows, sunroofs or other openings securely shut, and
- c has all doors (including the boot or any other lockable point of access) securely locked, and
- d has its immobiliser and alarm set to be fully operational, and
- e has all keys or electronic devices to lock or unlock the **vehicle** removed from the **vehicle**, and
- f is, between 21:00hrs and 06:00hrs, stored in a locked and secure building or a **secure compound**.

### Exclusion to Sub-Section F – Specified Property

#### Unattended Vehicles

Unless the Unattended Vehicles extension is shown as being operative on the **schedule**, we will not pay for **damage** by theft or attempted theft to **property** left unattended by **you**, a **director**, **partner** or **employee** whilst in a **vehicle**.

## Sub-Section G – Machinery and Computer Equipment Breakdown

The cover described below is only operative if shown as insured on the **schedule**.

### Cover

We will pay for loss caused by:

- a an **accident** to **covered equipment**
- b an **accident** to or **derangement** of **computer equipment**

All **accidents** that are the result of the same event will be considered one **accident**.

### Limit of Indemnity

**Our** liability for each item under this sub-section in respect of one occurrence or all occurrences of a series consequent on or attributable to one source or original cause will not exceed the amount of the limit stated for that item on the **schedule**.

**Our** liability in respect of **portable computer equipment** for any one claim will not exceed £5,000.

### Extensions to Sub-Section G – Machinery and Computer Equipment Breakdown

(Subject to the terms, conditions and exclusions of this subsection and this section and this **policy**)

#### 1 Expediting Expenses

We will pay for the extra cost to make temporary repairs and expedite permanent repairs to, or permanent replacement of, damaged **covered equipment** which is the subject of a valid claim under this sub-section.

**Our** liability under this extension will not exceed £20,000 for any one **accident**.

#### 2 Hire of Substitute Item

We will pay the hire charges incurred by **you** for the necessary hire, following an **accident** to **covered equipment** during the

**period of insurance** which is the subject of a valid claim under this sub-section, of a substitute item of similar type and capacity during the period of repair or until permanent replacement of the item lost or damaged.

**Our** liability under this extension will not exceed £10,000 for any one **accident**.

#### 3 Costs of Reinstating Data

We will pay for the costs incurred in recreating or reinstating onto **media**, **data** lost or damaged in consequence of an **accident** to, or **derangement** of, **computer equipment**. In addition, we will pay costs incurred with **our** prior consent in minimising or preventing the resulting interruption of or interference with **your** computer operations.

**Our** liability under this extension will not exceed £50,000 for any one **accident**.

We will not pay for loss of or damage to software.

#### 4 Hazardous Substances

We will pay for the additional cost to repair or replace **covered equipment** because of contamination by a hazardous substance, other than ammonia, that has been declared hazardous to health by a governmental agency including any additional expenses incurred to clean up or dispose of such **covered equipment**.

**Our** liability under this extension will not exceed £10,000 for any one **accident**.

#### 5 Storage Tanks and Loss of Contents

We will pay for damage caused by an **accident** to oil storage tanks or water tanks including connected pipework belonging to **you** or for which **you** are responsible at the **premises** including the loss of the contents of oil storage tanks caused by:

- a leakage, discharge or overflow from the oil storage tanks caused by or resulting from an **accident**
- b contamination of the contents of oil storage tanks caused by or resulting from an **accident** including cleaning costs incurred as a result of such loss.

**Our** liability under this extension will not exceed £10,000 for any one **accident**.

#### 6 Damage to Own Surrounding Property

We will pay for damage to **property** at the **premises** belonging to **you** or in **your** custody and control and for which **you** are responsible directly resulting from the **explosion** or **collapse** of any **covered equipment** operating under steam pressure.

**Our** liability under this extension will not exceed £1,000,000 for any one **accident**.

#### 7 Debris Removal

We will pay for costs incurred in the removal of debris and protection of **covered equipment** following an **accident**.

**Our** liability under this extension will not exceed £25,000 for any one **accident**.

#### 8 Repair Costs Investigation

We will pay for costs incurred with **our** consent relating to repair, investigations and tests by consulting engineers for damage to **covered equipment** following an **accident**.

**Our** liability under this extension will not exceed £25,000 for any one **accident**.

## 9 Public Authorities

If an **accident** to **covered equipment** causes **damage** to **buildings** insured by this **policy**, **we** will pay for the additional cost of:

- a reinstating the damaged parts of the **buildings**
  - b upgrading any undamaged parts of the **buildings**
- for an amount not exceeding 15% of the amount that would have been payable if the **buildings** had been totally destroyed incurred solely by reason of the necessity to comply with any legislation, statutory requirements or regulations or public authority byelaw, excluding:
- i any such cost resulting from a notice served on **you** prior to the date of the **damage**
  - ii the amount of any rate, tax, duty, development or other charge arising out of capital appreciation which may be payable in respect of the **buildings**.

The work of reinstatement or upgrading must be completed within 12 months of the date of the **damage** or such further period as **we** may in writing during the 12 months allow.

**Our** liability for **damage** to such **property** including such costs and expenses will not exceed the sum insured shown on the **schedule** for **buildings** under Sub-Section A – Buildings of this section (adjusted in accordance with 13 – Index Linking to the Property Section).

## Exclusions to Sub-Section G – Machinery and Computer Equipment Breakdown

### 1 Pressure Testing and Insulation Testing

**We** will not pay for damage caused by or resulting from a hydrostatic, pneumatic or gas pressure test of any boiler or pressure vessel or an insulation breakdown test of any type of electrical equipment.

### 2 Damage to Data and Media

**We** will not pay for damage to **data** or **media** of any kind caused by:

- a programming error or programming limitation
- b computer **virus**
- c introduction of malicious code
- d loss of data (other than as provided for under Extension 3 – Costs of Reinstating Data)
- e loss of access
- f loss of use
- g loss of functionality.

### 3 Gradually Operating Causes

**We** will not pay for damage caused by or resulting from depletion, deterioration, corrosion, erosion, wear and tear or other gradually developing conditions but if damage results from an **accident**, **we** will be liable to pay for that resulting damage.

### 4 Resetting

**We** will not pay for damage caused by any condition which can be corrected by resetting, calibrating, realigning, tightening, adjusting or cleaning or by the performance of maintenance but if the damage is caused by an **accident**, **we** will be liable for that resulting damage.

### 5 Maintenance Agreements

**We** will not pay for damage recoverable under a maintenance agreement or any warranty or guarantee.

## Conditions to Sub-Section G – Machinery and Computer Equipment Breakdown

### 1 Precautions

**You** shall take reasonable care to:

- a comply with any statute or order
- b ensure that insured items are properly maintained and used in accordance with the manufacturer's recommendations
- c prevent loss or damage.

### 2 Back-up Procedures

**You** shall maintain a minimum of two generations of back-up computer records. These must be checked for accuracy and integrity to ensure a precise match with the source data, be capable of restoration and be taken at intervals no less frequently than every 48 hours. **You** must take all reasonable precautions to store and maintain records in accordance with the recommendations of the makers of the storage devices used.

## Sub-Section H – Deterioration of Refrigerated Goods

The cover described below is only operative if shown as insured on the **schedule**.

### Cover

**We** will pay for accidental **damage** to **stock** occurring at the **premises** during the **period of insurance** whilst contained in freezer or refrigerator cabinets, cold rooms or cold stores by deterioration or putrefaction resulting from:

- a breakdown or failure of a cabinet, cold room or cold store due to its own inherent defect, or **damage** that includes the non-operation of any thermostatic or automatic device controlling the cabinet, cold room or cold store
- b accidental failure of the supply of electricity to the cabinets, cold room or cold store
- c escaping refrigerant or refrigerant fumes due to any accidental cause.

## Exclusion to Sub-Section H – Deterioration of Refrigerated Goods

### Electricity Supply Failure

**We** will not pay for **damage** as a result of load shedding or suspension of any electricity companies' supply.

## Condition to Sub-Section H – Deterioration of Refrigerated Goods

### Co-insurance

If the freezer, refrigerator cabinet, cold room or cold store in which the **damage** occurs:

- a is more than 15 years old at the time of the **damage** or
- b is more than two years old and not subject to an annual inspection and maintenance contract

**you** will be required to pay the first 20% or the first £500, whichever is the greater, of the amount payable in respect of any one claim.

If a or b do not apply, **you** will only be required to pay the first £250 provided **you** send **us** the following:

- i in respect of item a, verification of age in the form of an original purchase receipt or manufacturers' warranty or guarantee
- ii in respect of item b, documentary evidence of the annual inspection and maintenance contract.

## Property Section – continued

### Basis of Settlement – Sub-Section H – Deterioration of Refrigerated Goods

The basis of settlement in respect of any claim under this sub-section shall be the amount paid by **you** for such **stock**.

### Extensions to the Property Section

(Subject to the terms, conditions and exclusions of this sub-section, this section and this **policy**)

#### 1 Non Invalidation

The insurance under this section shall not be invalidated by any act or omission or alteration unknown to **you** or beyond **your** control whereby the risk of **damage** to insured **property** is increased as long as immediately **you** become aware of the increase in risk **you** inform **us**. **We** will have the right to vary the terms or invoke the cancellation of this **policy** as detailed in General Condition 6 – Our Cancellation Rights.

#### 2 Professional Fees

The sum insured on each item insured by this section includes an amount in respect of architects', surveyors', legal and consulting engineers' fees. **We** will pay for fees incurred solely in connection with the repair or reinstatement of **property** excluding **stock**.

#### 3 Removal of Debris

(Not applicable to Sub-Section G – Machinery and Computer Equipment Breakdown)

**We** will pay for the cost of:

- a removal of debris of insured **property** or
- b dismantling, demolishing, or shoring or propping of the insured **building**

resulting from accidental **damage** to **property** or **buildings** as shown on the **schedule** by the any of the cover causes shown on the **schedule** against each item of **property** or **buildings** occurring during the **period of insurance** within the **territorial limits** excluding:

- a costs incurred in removing debris except from the site of such **damage** and the area immediately adjacent to such site
- b costs arising from **pollution** or **contamination** of **property** or **buildings** not insured by this section.

**Our** liability for **damage** under this extension will not exceed the sum insured shown on the **schedule** against each item of **property** or **buildings**.

#### 4 Parent and Subsidiary Companies

In the event of a claim arising under this section **we** agree to waive any rights, remedies or relief to which **we** become entitled by subrogation against any company standing in the relation of parent or subsidiary to **you** or any company which is a subsidiary of a parent company of which **you** yourself are a subsidiary in each case as defined in current legislation.

#### 5 Damage by Emergency Services

**We** will pay for costs and expenses incurred by **you** with **our** prior consent in repairing, reinstating or making good, **damage** to **property** and grounds at the **premises** caused by emergency services equipment and personnel in the course of effecting a rescue of persons within the **buildings** where there is believed to be a threat to their lives, or combating or reducing **damage** to **property**.

**Our** liability under this extension will not exceed £10,000 for any one loss.

#### 6 Capital Additions

Where **buildings** and **general contents** are shown as insured on the **schedule**, **we** will pay for **damage** by the cover causes shown against such items on the **schedule** to:

- a alterations and additions to, but not appreciation in value of, the **buildings** and **general contents** insured by this **policy**
  - b any newly acquired **buildings**
  - c any newly acquired **general contents**
- within the **territorial limits** so far as they are not otherwise insured provided that:
- i **you** tell **us** of the alteration, addition or acquisition within 30 days of it occurring
  - ii **you** request a change in this **policy** to cover the alteration, addition or acquisition or arrange specific insurance and
  - iii **you** will then pay an additional premium and **we** will tell **you** of any changes to the terms, conditions and exclusions of this **policy**.

**Our** liability under this extension at any one location will not exceed:

- a in respect of **buildings**, 10% of the total sum insured on **buildings**
- b in respect of **general contents**, 10% of the total sum insured on **general contents**
- c in respect of **buildings** and **general contents** combined, a maximum amount of £250,000.

#### 7 Trace and Access

**We** will pay for the costs incurred with **our** prior written consent in:

- a locating the source of an escape of water or fuel oil from any fixed pipe or apparatus on the **premises**
- b removing any walls, floors or ceilings for access and repairing or replacing them after repair of such pipe or apparatus has been completed

provided that **we** will not pay the cost of repairs to the actual pipes or apparatus.

**Our** liability under this extension will not exceed £5,000 for any one loss.

#### 8 Clearing of Drains

**We** will pay for costs and expenses incurred in cleaning, clearing or repairing drains, gutters or sewers at the **premises**, for which **you** are responsible, as a consequence of **damage** by any of the cover causes shown as being operative for **general contents** on the **schedule**.

**Our** liability under this extension will not exceed £10,000 for any one loss.

#### 9 Workmen

**You** can engage workmen to carry out repairs and general maintenance to the **premises** but if the work they are engaged for or are required to do involves:

- a structural alteration
- b demolition or partial demolition
- c compromising the security protections to the **premises** that **you** have told **us** about and which **we** require as a condition of **your** insurance
- d the closure of the **premises** or the occupant being required to vacate them

**you** must provide **us** with full details, and obtain **our** agreement, before work is commenced and **we** may advise **you** of restrictions to be imposed or the additional terms **we** require in order for cover to continue.

### 10 Loss of Oil and LPG

**We** will pay **you** for the cost to replace oil or LPG accidentally lost from a fixed heating installation as a result of accidental **damage** to the fixed heating installation at the **premises** by any of the cover causes shown on the **schedule** against **general contents** provided that **we** shall not be liable for:

- a any loss not discovered within 180 days
- b any loss occurring when the **building** or self contained unit within a **building** in which the loss occurs is **unoccupied**.

**Our** liability under this extension will not exceed £2,500 for any one loss.

### 11 Metered Water and Gas Charges

**We** will pay for metered water or gas charges **you** are responsible for following accidental **damage** by any of the cover causes shown on the **schedule** against **general contents** to the apparatus after the point of the service feed to the **premises** provided that **we** shall not be liable for:

- a any **damage** not discovered within 180 days
- b any **damage** occurring when the **building** or self contained unit within a **building** in which **damage** occurs is **unoccupied**.

**Our** liability under this extension will not exceed £5,000 for any one loss.

### 12 Fire Extinguishment Expenses

**We** will pay up for the cost of:

- a replacing, recharging or refilling extinguishment materials or appliances used in an attempt to extinguish fire or minimise **damage**
  - b replacing used sprinkler heads
- provided that **we** will not be liable for costs other than as a direct result of accidental **damage** insured by this section.

**Our** liability under this extension will not exceed £25,000 for any one loss.

### 13 Index Linking

The sums insured by Sub-Section A in respect of **buildings** and **tenants' improvements** and Sub-Section B in respect of **general contents**, **computer equipment** and all other **property** (other than **stock**) will be adjusted at monthly intervals in accordance with the index drawn up or used by **us** and **we** waive all right to additional premium arising out of such adjustment prior to renewal. At each renewal of this **policy**, the premium will be adjusted to take account of the effect of indexation in the preceding **period of insurance**.

### 14 Other Interested Parties

The interest of other parties leasing or hiring any item of **general contents** to **you** under a lease agreement or written contract of hire is noted in the insurance provided in respect of **general contents** provided that in the event of a claim the nature and extent of such interest is disclosed to **us** together with the full name and address of such interested parties.

### 15 Terrorism

(This extension is only operative if it is shown as insured on the **schedule**)

**We** will cover **you** in respect of **damage** within the **territorial limits** caused by an act of **terrorism** provided always that:

- a in any action suit or other proceedings where **we** allege that any **damage** or loss resulting from **damage** is not covered by this extension the burden of proving that such **damage** is covered shall be upon **you**
- b this extension is not subject to any of the exclusions specified in this **policy** other than those applying specifically in respect of this extension as stated in provisos d to f below
- c this extension is subject to all the terms and conditions of this **policy** except as expressly varied hereby
- d this extension is subject to the exclusion of chemical biological or radioactive contamination defined as any loss whatsoever or any expenditure resulting or arising therefrom or any **consequential loss** directly or indirectly caused by or contributed to, by or arising from:
  - i the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
  - ii ionising radiation or contamination by radioactivity or from the combustion of any radioactive material
  - iii chemical and/or biological and/or radiological irritants contaminants or pollutantsin respect only of residential property, houses, blocks of flats and other dwellings insured in the name of a private individual
- e this extension is subject to the exclusion of any loss whatsoever occasioned by riot, civil commotion, war and allied risks, defined as war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power
- f this extension is subject to the exclusion of digital or cyber risks, that is any loss whatsoever directly or indirectly caused by, 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 thereof, whether tangible or intangible (including but without limitation any information or programs or software) or
  - ii any alteration, modification, distortion, erasure, corruption of **data** processed by any such computer or other equipment or component or **system** or item whether owned by **you** or not, where such loss is directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from **virus** or similar mechanism or **hacking** or **phishing** or **denial of service attack**
- g **our** liability in respect of all losses arising out of any one occurrence and in the aggregate in any one **period of insurance** will not exceed the limits or sums insured as otherwise specified in this **policy**.

#### Condition Applicable to Extension 15 – Terrorism

If this **policy** is subject to any Long Term Agreement or Undertaking, it does not apply to this extension.

## Property Section – continued

### Exclusions to the Property Section

#### 1 Excess

We will not pay for the amount of the **excess** shown on the **schedule**.

#### 2 Excluded Damage

We will not pay for:

- a **damage** which is not identifiable with a specific event
- b **damage** to **property** more specifically insured.

#### 3 Fraud

We will not pay for **damage** arising out of acts of fraud or dishonesty of any person to whom **property** insured has been entrusted including any collusion by **you**, any **director**, **partner** or **employee** (except as provided by Extension 2 – Theft by Directors, Partners or Employees to Sub-Section D – Money).

#### 4 Vehicles

We will not pay for **damage** to **vehicles** licensed for road use (including their accessories), caravans, trailers, railway locomotives, rolling stock, watercraft or aircraft.

#### 5 Media

We will not pay for **damage** caused by or consisting of distortion, erasure or corruption of computer records or **media**.

#### 6 Excluded Losses

We will not pay for **damage** due to any delay, loss of market, strikes, reduction in value or **consequential loss** of any kind.

#### 7 Government or Public Authorities

We will not pay for **damage** caused by or resulting from confiscation, destruction, requisition or detention by order of any government or public authority.

#### 8 Excluded Property

We will not pay for **damage** to:

- a antiques, furs, jewellery, precious stones, gold or silver articles, firearms, ammunition, explosives, fireworks, promissory notes, securities, bonds or deeds
- b buildings or structures in the course of construction or erection at the **premises** and materials or supplies in connection therewith
- c land (other than item h of the **buildings** definition if **buildings** are insured by Sub-Section A - Buildings), piers, jetties, bridges, culverts or excavations
- d animals, birds, fish or any living thing
- e growing crops, plants or trees.

#### 9 Other Insurances

We will not pay for **damage** to **property** which at the time of **damage** is insured by, or would but for the existence of this **policy** be insured by, any marine policy or policies except in respect of any excess beyond the amount which would have been payable under the marine policy or policies had this insurance not been effected.

### Basis of Settlement – Property Section

We will pay **you** the value of **property** insured at the time of the **damage** or, at **our** option, reinstate, replace or repair such **property** or any part of such **property** in accordance with the following bases of settlement. We shall not be bound to reinstate exactly, but only as circumstances permit.

For **property** the maximum amount we will pay for **damage** is the sum insured or limit shown on the **schedule** in respect of

such **property** (adjusted in accordance with Extension 13 – Index Linking to the Property Section).

#### A Reinstatement

For items insured by Sub-Sections C – Glass, Blinds and Signs, F – Specified Property and G – Machinery and Computer Equipment Breakdown or where R is shown as the basis of settlement on the **schedule**, (except **computer equipment**, computer records, business books, manuscripts, plans and designs or other documents) the basis of settlement of any claim shall be the full cost of replacement as new which shall be:

- a where **property** is damaged, the repair of the **damage** and the restoration of the damaged portion to a condition substantially the same but not better or more extensive than its condition when new
- b where **property** is lost, destroyed or damaged beyond repair, its replacement by similar **property** in a condition equal to but not better or more extensive than its condition when new.

For **computer equipment** insured by Sub-Sections B or G - Machinery and Computer Equipment Breakdown, the basis of settlement shall be:

- a where **computer equipment** is damaged, the repair of the **damage** and the restoration of the damaged portion of the **computer equipment** to a working condition, substantially the same but not better or more extensive than its condition when new
- b where **computer equipment** is lost, destroyed or damaged beyond repair its replacement by similar **computer equipment** of equal performance and capacity or if that is impossible, replacement by new **computer equipment** having the nearest higher performance and capacity to the item lost, destroyed or damaged.

#### Special Provisions

The following special provisions apply when a claim is dealt with on this basis:

- a if replacement does not happen within 12 months of the **damage**, or longer period if agreed in writing by **us**, **we** will settle the claim in accordance with basis of settlement B Indemnity
- b when any **property** insured by this section is damaged in part only, **our** liability will not exceed the sum representing the cost which **we** could have been called upon to pay for the replacement if such **property** had been wholly destroyed
- c no payment beyond indemnity shall be made until the cost of replacement has actually been incurred.

#### Underinsurance

(Not applicable to Sub-Section G - Machinery and Computer Equipment Breakdown)

If at the time of replacement of any item the sum representing 85% of the cost which would have been incurred in replacement if the whole of the **property** covered by such item had been destroyed exceeds the sum insured or limit on that item at the time of the **damage**, **you** shall be considered as being **your** own insurer for the difference between the sum insured or limit and the sum representing the cost of reinstatement (or replacement) of the whole of the **property** and shall bear a rateable proportion of the **damage** accordingly.

#### B Indemnity

For unsold **stock** or for customers' goods the amount **we** will pay is the cost of repair or replacement (less a reduction for

wear, tear and depreciation) up to the trade market value of the item in a condition equal to but not better or more extensive than its condition immediately prior to the **damage**.

For **stock** sold, but not delivered, for which **you** are responsible under the terms of the sale contract, **we** will make payment on the basis of the contract price if following insured **damage** the contract is cancelled, due to the contract conditions, either wholly or to the extent of the **damage**.

For **stock** or customers' goods the most **we** will pay for **damage** is the sum insured shown on the **schedule** in respect of **stock**.

#### Underinsurance

If at the time of **damage**, the sum insured or limit shown on the **schedule** for any item is less than its value, **you** shall be considered as being **your** own insurer for the difference and shall bear a rateable proportion of the **damage** accordingly.

#### C Day One

For items where D is shown as the basis of settlement on the **schedule** (except **computer equipment**, computer records, business books, manuscripts, plans and designs or other documents), the basis of settlement of any claim shall be the full cost of replacement as new which shall be:

- a where **property** is damaged, the repair of the **damage** and the restoration of the damaged portion of the **property** to a condition substantially the same but not better or more extensive than its condition when new
- b where **property** is lost, destroyed or damaged beyond repair, its replacement by similar **property** in a condition equal to but not better or more extensive than its condition when new provided **you** tell **us**, at inception of this **policy** and at the inception of each subsequent **period of insurance**, the **declared value** of each item of **property** insured on this basis.

For **computer equipment** insured by Sub-Section B – Contents the basis of settlement shall be:

- a where **computer equipment** is damaged, the repair of the **damage** and the restoration of the damaged portion of the **computer equipment** to a working condition, substantially the same but not better or more extensive than its condition when new
- b where **computer equipment** is lost, destroyed or damaged beyond repair its replacement by similar **computer equipment** of equal performance and capacity or if that is impossible, replacement by new **computer equipment** having the nearest higher performance and capacity to the item lost, destroyed or damaged

provided **you** tell **us**, at inception of this **policy** and at the inception of each subsequent **period of insurance**, the **declared value** of each item of **computer equipment** insured on this basis.

#### Underinsurance

If at the time of the **damage**, the **declared value** of the insured item be less than the cost of reinstatement at the inception of the **period of insurance**, then **our** liability shall be limited to the proportion which the **declared value** bears to the cost of reinstatement.

#### D Designation

For the purpose of determining where necessary the item under which any **property** is insured **we** agree to accept the designation under which such **property** has been entered in **your** accounting books.

## E Computer Records and Documents

The basis of settlement of any claim for computer records, business books, manuscripts, plans and designs or other documents shall be their value as materials or stationery together with the cost of clerical labour expended in their reproduction or restoration if more economical.

## Conditions Precedent to Liability – Property Section

### 1 Minimum Security Requirements

It is a condition precedent to **our** liability to pay claims in respect of **damage** caused by fire, theft or attempted theft or malicious persons under Sub-Sections A – Buildings, B – Contents, C – Glass, Blinds and Signs and D – Money of this section that the following protections are in place and in full operation at the **premises** outside of **business hours** or when the **premises** are left unattended by **you**, any **director**, **partner** or **employee**:

- a all external doors (including wicket gates) or internal doors which access parts of the building that are not occupied by **you** for the **business** must be secured as follows:
  - i a mortice deadlock conforming to BS3621 or BSEN1303 with matching steel box striking plate, or locking metal bars with a close shackle padlock conforming to BSEN12320 security grade 5
  - ii for manually operated roller shutters key operated bullet locks securing the shutter to its guide, or the operating chain of the roller shutter must be secured to the internal frame by a padlock conforming to BSEN12320 security grade 4, or for electrically operated roller shutters a key operated isolation switch to the electricity supply to the controls, or as noted in item i of this condition
  - iii for doors officially designated fire exits by **your** written fire risk assessment, appropriate internally operated mortice deadlocks conforming to BS8621 or panic bars/latches conforming to BSEN1125
  - iv all aluminium and UPVC doors must have an integral cylinder key operated mortice deadlock certified to BSEN1303
  - v double leaf doors must be secured by bolts top and bottom on the first closing leaf with the second closing leaf secured by one of the means noted in i to iv of this condition
  - vi all outward opening doors, with the exception of aluminium or UPVC doors with multiple locking points, must be fitted with hinge bolts top and bottom
  - vii other security devices if agreed by **us** in writing to **you**
- b all windows and skylights not protected by bars or grilles that are on the ground floor or basement level or are easily accessible from adjoining roofs, porches or downpipes must be fitted with:
  - i key-operated locks with the keys removed and stored out of sight, or
  - ii locking bars with a padlock conforming to BSEN12320 security grade 4, or
  - iii screwed or fixed permanently shut on the inside, or for windows officially designated fire exits by **your** written fire risk assessment, panic bars or latches conforming to BSEN1125, or other security devices if agreed by **us** in writing to **you**.

The glass in any louvre windows must be fixed to its runners with contact adhesive.

## Property Section – continued

### 2 Fire Extinguisher Requirements

It is a condition precedent to **our** liability to pay claims in respect of **damage** caused by fire that a CO<sub>2</sub> or dry powder fire extinguisher of at least 2kg, which is the subject of an annual maintenance contract, is installed at the **premises**.

### 3 Felt Roof Inspection Condition

It is a condition precedent to **our** liability to provide cover for **damage** caused by storm under this section that **buildings** with a felt roof or section thereof where the mineral felt surface has not been replaced for 10 years or longer must be inspected annually by a competent roofing contractor prior to the month of October each year and any necessary works identified should be completed within 60 days of receipt of the inspection report by **you**. If **we** so request, **you** shall provide **us** with documentary evidence of such inspection and any remedial work identified following such inspection.

### 4 Intruder Alarm Condition

(This condition is only operative if shown on the **schedule**)

It is a condition precedent to **our** liability to pay claims in respect of **damage** caused by fire, theft or attempted theft or malicious persons under Sub-Sections A - Buildings, B – Contents, C – Glass, Blinds and Signs and D – Money of this section that the following minimum standards are in place:

- a The **premises** are protected by an **intruder alarm system** installed as agreed with **us**.
- b The **intruder alarm system** shall be maintained in full and efficient working order under a contract to provide both corrective and preventative maintenance with the installing company or such other company, as agreed with **us**.
- c No alteration to or substitution of:
  - i any part of the **intruder alarm system**
  - ii the procedures agreed with **us** for police or any other response to any activation of the **intruder alarm system**
  - iii the maintenance contractshall be made without **our** written consent.
- d The **premises** shall not be left without at least one responsible person in them without **our** prior consent:
  - i unless the **intruder alarm system** is set in its entirety with the means of communication used to transmit signals in full operation
  - ii if the police have withdrawn their response to alarm calls. For the purposes of this condition 'responsible person' is **you**, a **partner** or **director** or any other person authorised by **you** to be responsible for the security of the **premises**.
- e All keys to the **intruder alarm system** are removed from the **premises** when the **premises** are left unattended.
- f **You** shall appoint at least two keyholders and lodge written details (which must be kept up to date) with the alarm company. For the purposes of this condition, 'keyholder' is **you**, a **partner** or **director** or any other responsible person or professional key holding company authorised by **you** who is available at all times to accept notification of any activation of the **intruder alarm system** or interruption of the means of communication to attend and allow access to the **premises**.
- g **You** shall maintain the secrecy of codes for the operation of the **intruder alarm system** and share them only with keyholders. No details of codes are to be left on the **premises**.

- h In the event of notification of any activation of the **intruder alarm system** or interruption of the means of communication during any period that the **intruder alarm system** is set a keyholder shall:
  - i attend the **premises** as soon as reasonably possible
  - ii enter the **premises** if it is safe to do so
  - iii remain in the **premises** until the **intruder alarm system** has been re-set or an engineer has attended to repair or re-set the **intruder alarm system**
  - iv remain at the **premises** until they are fully secure.
- i In the event of **you** receiving any notification:
  - i that police attendance in response to alarm signals or calls from the **intruder alarm system** may be withdrawn or the level of response reduced or delayed
  - ii from a local authority or magistrate imposing any requirement for abatement of nuisance relating to the **intruder alarm system**
  - iii that the **intruder alarm system** cannot be returned to or maintained in full working order**you** shall advise **us** as soon as possible and in any event not later than 10.00am on **our** next working day and comply with any reasonable subsequent requirements stipulated by **us**.

# Loss of Income Section

## Sub-Section A – Income/Costs

The covers described below are only operative if shown as insured on the **schedule**.

### Cover

#### 1 Gross Profit

We will cover **you** for loss of **gross profit** as a result of interruption of or interference with the **business** arising from accidental **damage** by any of the cover causes shown against this item on the **schedule** occurring during the **period of insurance** to **property** used by the **business** at the **premises**.

#### 2 Gross Revenue

We will cover **you** for loss of **gross revenue** as a result of interruption of or interference with the **business** arising from accidental **damage** by any of the cover causes shown against this item on the **schedule** occurring during the **period of insurance** to **property** at the **premises**.

#### 3 Rent Receivable

We will cover **you** for loss of **rent receivable** arising from accidental **damage** by any of the cover causes shown against this item on the **schedule** occurring during the **period of insurance** to **property** at the **premises**.

#### 4 Increase in Cost of Working

We will cover **you** for **increase in cost of working** as a result of interruption of or interference with the **business** arising from accidental **damage** by any of the cover causes shown against this item on the **schedule** occurring during the **period of insurance** to **property** used by the **business** at the **premises**.

#### 5 Additional Increase in Cost of Working

We will cover **you** for **additional increase in cost of working** as a result of interruption of or interference with the **business** arising from accidental **damage** by any of the cover causes shown for this item on the **schedule** occurring during the **period of insurance** to **property** used by the **business** at the **premises**.

## Extensions to Sub-Section A – Income/ Costs

(Subject to the terms, conditions and exclusions of this sub-section and this section and this **policy**)

#### 1 Accountants' and Auditors' Charges

We will pay for charges payable by **you** to **your** accountants or auditors for producing particulars, details, proofs, information

or evidence that **we** may require.

#### 2 Documents

We will cover **you** for loss resulting from interruption of or interference with the **business** arising from accidental **damage** caused by any of the cover causes shown on the **schedule** against Sub-Section A – Income/ Costs to computer records, business books, manuscripts, plans and designs or other documents belonging to **you** or held in trust by **you** whilst:

- a temporarily at premises not in **your** occupation or
- b whilst in transit within the **territorial limits** and travelling between the specified **territories**.

#### 3 Denial of Access

We will cover **you** up to the limit shown on the **schedule**, for loss resulting from interruption of or interference with the **business** as a direct result of accidental **damage** caused by any of the cover causes shown on the **schedule** against Sub-Section A – Income/ Costs to **property** within a radius of 1km of the **premises** which prevents or physically hinders the use of or access to the **premises**, whether or not there has been **damage** to **property** at the **premises**.

The Property Insurance Exclusion to Sub-Section A – Income/ Costs does not apply to this extension.

#### 4 Public Utilities

We will cover **you** up to the limit shown on the **schedule**, for loss resulting from the interruption of or interference with the **business** as a direct result of accidental failure of wireless or wired telecommunications services and the public supply of water, electricity or gas at the terminal ends of the supply company's feed to the **premises** caused by any of the cover causes shown as being operative for Sub-Section A – Income/ Costs on the **schedule** but excluding:

- a the deliberate act of the supplier to restrict or withhold the supply
- b atmospheric, solar or lunar conditions causing interference with transmissions to or from any satellite
- c a fault in any part of the installation **you** are responsible for at the **premises**
- d drought
- e any interruption of or interference with the **business** as a direct result of a failure of wireless or wired telecommunications services or a public supply which lasts less than 24 consecutive hours.

The Property Insurance Exclusion to Sub-Section A – Income/ Costs does not apply to this extension.

## Loss of Income Section – continued

### 5 Loss of Book Debts

If shown as insured on the **schedule**, **we** will cover **you** up to the limit shown on the **schedule** for loss if **you** are unable to trace or establish the **outstanding debit balances** as a result of accidental **damage** caused by any of the cover causes shown as being operative for Sub-Section A – Income/Costs on the **schedule** to **your** books of account or other business books or records at the **premises** or whilst temporarily removed elsewhere within the **territorial limits** provided payment will not exceed:

- a the difference between the **outstanding debit balances** and the total of the amounts received or traced and
- b the additional expenditure incurred with **our** prior consent in tracing and establishing the **outstanding debit balances** after the **damage**.

**We** will not pay for losses resulting from:

- i books or records being mislaid or misfiled
- ii deliberate falsification of business records
- iii distortion, erasure or corruption of information on **media** or other records:
  - a due to the presence of magnetic flux unless such flux results from lightning
  - b whilst mounted in or on any machine or data processing apparatus unless caused by **damage** to the machine or apparatus
  - c due to defects in such records.

### 6 Customers

If shown as insured on the **schedule**, **we** will cover **you**, up to the limit shown on the **schedule**, for loss resulting from interruption of or interference with the **business** as a direct result of accidental **damage** caused by any of the cover causes shown as being operative for Sub-Section A – Income/Costs on the **schedule** at the premises, within England, Scotland, Wales, Northern Ireland, the Isle of Man or the Channel Islands of any customers with whom, at the time of the **damage**, **you** have contracts or trading relationships to supply goods or services.

The Property Insurance Exclusion to Sub-Section A – Income/Costs does not apply to this extension.

### 7 Suppliers

If shown as insured on the **schedule**, **we** will cover **you**, up to the limit shown on the **schedule**, for loss resulting from interruption of or interference with the **business** as a direct result of accidental **damage** caused by any of the cover causes shown as being operative for Sub-Section A – Income/Costs on the **schedule** at the premises, within England, Scotland, Wales, Northern Ireland, the Isle of Man or the Channel Islands of any manufacturer, processor, packer or supplier, other than a supplier of water, electricity, gas or telecommunications with whom, at the time of the **damage**, **you** have contracts or trading relationships to purchase goods or services.

The Property Insurance Exclusion to Sub-Section A – Income/Costs does not apply to this extension.

### 8 Property Stored Away from the Premises

If shown as insured on the **schedule**, **we** will cover **you**, up to the limit shown on the **schedule**, for loss resulting from interruption of or interference with the **business** as a direct result of accidental **damage** by any of the cover causes shown as being operative for Sub-Section A – Income/Costs on the **schedule** to **general contents** or **stock** owned by **you** or for which **you** are responsible whilst temporarily stored inside any building within the **territorial limits**.

### 9 Property in Transit

If shown as insured on the **schedule**, **we** will cover **you**, up to the limit shown on the **schedule**, in respect of loss resulting from interruption of or interference with the **business** as a direct result of accidental **damage** caused by any of the cover causes shown as being operative for Sub-Section A – Income/Costs on the **schedule** to **general contents** or **stock** owned by **you** or for which **you** are responsible whilst in transit within the **territorial limits** and travelling between the specified territories.

### 10 Diseases, Poisoning, Vermin, Defective Drains, Murder or Suicide

If shown as insured on the **schedule**, **we** will cover **you**, up to the limit shown on the **schedule**, in respect of loss resulting from the interruption of or interference with the **business** as a direct result of:

- a any occurrence of the following diseases, or discovery of an organism which causes the following diseases, at the **premises** or attributable to food or drink supplied from the **premises**:  
Acute Encephalitis, Acute Poliomyelitis, Anthrax, Chicken Pox, Cholera, Diphtheria, Dysentery, Legionellosis, Legionnaires Disease, Leprosy, Leptospirosis, Malaria, Measles, Meningococcal Infection, Mumps, Paratyphoid Fever, Plague, Rabies, Rubella, Scarlet Fever, Tetanus, Tuberculosis, Typhoid Fever, Viral Hepatitis, Whooping Cough, Yellow Fever
- b food or drink poisoning
- c the discovery of vermin or pests at the **premises** which causes restrictions on the use of the **premises** on the order or advice of the local authority
- d 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 local authority
- e any instance of murder or suicide at the **premises**.

**We** will not pay for:

- i any costs incurred in the cleaning, repair, replacement, recall or checking of **property** or the **premises**
- ii losses resulting from any interruption of or interference with the **business** which exceeds three months in duration either from the date of occurrence, discovery or appliance of restrictions by the local authority, whichever occurs first.

The Property Insurance Exclusion to Sub-Section A – Income/Costs does not apply to this extension.

## 11 Exhibitions, Trade Shows or Conferences

If shown as insured on the **schedule**, **we** will cover **you**, up to the limit shown on the **schedule**, for loss resulting from interruption of or interference with the **business** as a direct result of accidental **damage** caused by any of the cover causes shown as being operative for Sub-Section A – Income/Costs on the **schedule** to **general contents** or **stock** owned by **you** or for which **you** are responsible whilst at any exhibition, trade show or conference site or in transit within the **territorial limits** and travelling between the specified territories.

## 12 Terrorism

If shown as insured on the **schedule**, **we** will cover **you** for loss resulting from interruption of or interference with the **business** caused by an act of **terrorism** occurring during the **period of insurance** within the **territorial limits** provided payment has been made under Extension 15 – Terrorism to the Property Section. Provisos a – g of Extension 15 – Terrorism shall also apply to this extension.

## Exclusion to Sub-Section A – Income/Costs

### Property Insurance

**We** will not pay for any loss unless at the time of the **damage** to **property** resulting in interruption of or interference with the **business** there is in force an insurance policy covering **your** interest in the **property** for the **damage** and:

- a payment has been made or liability admitted for the **damage** or
- b payment would have been made or liability would have been admitted for the **damage** but for the exclusion of losses below a stated amount or percentage in the policy.

For cover under Extension 12 – Terrorism, **we** will not pay for any loss unless payment has been made under Extension 15 – Terrorism of the Property Section of this policy.

## Sub-Section B – Machinery and Computer Equipment Breakdown

The cover described below is only operative if shown as insured on the **schedule**.

### Cover

**We** will pay for loss, as calculated under Sub-Section A – Income/Costs and subject to the limit shown on the **schedule** for Sub-Section B – Machinery and Computer Equipment Breakdown, resulting from interruption of or interference with the **business** at the **premises** resulting from an **accident** to **covered equipment** insured by the Property Section and for which **we** have admitted liability under Sub-Section G – Machinery and Computer Equipment Breakdown.

## Extensions to Sub-Section B – Machinery and Computer Equipment Breakdown

(Subject to the terms, conditions and exclusions of this sub-section and this section and this **policy**)

### 1 Computer Operations

**We** will pay for costs incurred in minimising or preventing interruption of or interference with **your** computer operations following an **accident** to **covered equipment** insured by the Property Section for which **we** have admitted liability under Sub-Section G – Machinery and Computer Equipment Breakdown subject to a maximum amount of £50,000 in any one **period of insurance**.

**We** will not pay for the costs of preparing a claim.

## 2 Additional Access Costs

**We** will pay for additional costs incurred in order to gain access to repair or replace the **covered equipment** following an **accident** up to an amount not exceeding £20,000 for any one **accident**.

## Exclusions to Sub-Section B – Machinery and Computer Equipment Breakdown

### 1 Back-up Records

**We** will not pay for loss resulting from a delay in resuming operations due to the need to reconstruct or re-input data or programs on **media** where **you** have not fully complied with Condition 2 – Back-up Procedures to Sub-Section G – Machinery and Computer Equipment Breakdown of the Property Section.

### 2 Damage to Own Surrounding Property

**We** will not pay for loss resulting from the **explosion** or **collapse** of any **covered equipment** operating under steam pressure.

## Sub-Section C – Loss of Licence

The cover described below is only operative if shown as insured on the **schedule**.

### Cover

If the alcohol licence in respect of the **premises** is:

- a forfeited under the provisions of the legislation governing such licences or
- b refused renewal by the appropriate licensing authority from causes beyond **your** control, **we** will cover **you** in respect of either:
  - i loss of **gross profit** or **gross revenue** as a result of interruption of or interference with the **business** or in the event that the **business** is sold or discontinued
  - ii depreciation in the value of **your** interest in the **premises** subject to a maximum amount not exceeding the sum insured shown on the **schedule**.

## Extension to Sub-Section C – Loss of Licence

(Subject to the terms, conditions and exclusions of this sub-section and this section and this **policy**)

### Defence Costs

**We** will pay costs and expenses incurred, with **our** prior consent, in connection with any proceedings in which an order for a forfeiture or refusal of the licence is made, arising out of a cause beyond **your** control, including any appeal against such order.

## Exclusions to Sub-Section C – Loss of Licence

### 1 Town and Country Planning

**We** will not pay for loss resulting from the forfeiture or refusal to renew the licence, directly or indirectly arising from:

- a any scheme of town or country planning, improvement or redevelopment or compulsory purchase or
- b the surrender, reduction or redistribution of licences in connection therewith.

## Loss of Income Section – continued

### 2 Change in Law

**We** will not pay for loss resulting from the forfeiture or refusal to renew the licence, directly or indirectly, arising from any alteration in the law affecting the granting, surrender or forfeiture of or the refusal to renew any licence.

## Conditions Precedent to Sub-Section C – Loss of Licence

### 1 Breach of Licensing Laws

**You** must give **us** immediate notice in the event of any proceedings against or conviction of **you**, a **partner**, **director**, **manager**, **tenant** or **occupier** of the **premises** for any breach of licensing laws or any other matter whereby the character or reputation of the person concerned is affected with respect to their honesty, moral standing or sobriety.

### 2 Objection to Renewal of Licence

**You** must give **us** notice immediately **you** become aware of any objection to renewal or other circumstances which might endanger the renewal of the licence.

### 3 Notification of Forfeiture of Licence

In the event of a forfeiture or refusal of renewal of the licence **you** must notify **us** within 24 hours after the order by the authorities and also state as far as **you** are able the grounds upon which such order has been made.

### 4 Notification of Review of Licence

In the event of a review of the licence **you** must notify **us** within 24 hours of the advertising of the review by the authorities, and also state as far as **you** are able the grounds upon which such review has been made.

## Basis of Settlement – Loss of Income Section

### 1 Gross Profit

**We** will calculate the loss of **gross profit** as follows:

- a in respect of the reduction in **turnover** due to the **damage**, apply the ratio of **gross profit** earned on the **turnover** during the financial year immediately before the **damage** to the amount by which the **turnover** during the **indemnity period** will fall short of the **turnover** during the corresponding period in the year immediately prior to the date of the **damage** and
- b **increase in cost of working** but not exceeding the reduction in the **gross profit** avoided less any sum saved during the **indemnity period** for expenses, charges or for depreciation in the value of **stock** which would have been paid for by the **business** out of the **gross profit**.

**Our** liability will not exceed 133.33% of the sum insured shown on the **schedule**.

### 2 Gross Revenue

**We** will calculate the loss of **gross revenue** as follows:

- a an amount by which the **gross revenue** during the **indemnity period** shall in consequence of the **damage**, fall short of the **gross revenue** during the corresponding period in the year immediately prior to the date of the **damage** and

- b the **increase in cost of working** but not exceeding the reduction in **gross profit** avoided less any sum saved during the **indemnity period** for expenses, charges or for depreciation in the value of **stock** which would have been paid for by the **business** out of the **gross revenue**.

**Our** liability will not exceed 133.33% of the sum insured shown on the **schedule**.

### 3 Rent Receivable

**We** will calculate the loss of **rent receivable** as follows:

- a the amount by which the **rent receivable** during the **indemnity period** shall in consequence of the **damage** fall short of the amount that should have been received and
- b **increase in cost of working** but not exceeding the reduction of **rent receivable** avoided

less any sum saved during the **indemnity period** in respect of the charges and expenses of the **business** payable out of **rent receivable** as may cease or be reduced in consequence of the **damage**.

**Our** liability will not exceed the sum insured shown on the **schedule**.

### 4 Trends and Variations

Adjustments will be made to the figures representing **gross profit**, ratio of **gross profit**, **turnover** and **gross revenue** to allow for trends, variations or special circumstances affecting the **business** either before or after the occurrence of **damage**, or which would have affected the **business** had the **damage** not occurred, so that these figures represent as near as possible the results which but for the **damage** would have been obtained during the relative period after the **damage**. However no adjustment will be made for **damage** to **property** elsewhere than at the **premises**, occurring at the same time or after the **damage** at the **premises**, which might otherwise have reduced or increased the **turnover** of the **business** had the **damage** at the **premises** not occurred.

### 5 Maximum Amount Payable

The maximum amount **we** will pay under this section will not exceed in any one **period of insurance** the sums insured and limits shown on the **schedule** plus any additional percentage shown in basis of settlement 1 or 2 above if either **gross profit** or **gross revenue** is shown as being operative.

### 6 VAT

To the extent that **you** are accountable to the tax authorities for Value Added Tax all terms in this section shall be exclusive of this tax.

### 7 Underinsurance

(Not applicable to 1 - Gross Profit or 2 - Gross Revenue)

If the sums insured or limits shown on the **schedule** are less than the value of the item insured for the 12 months (or proportionately increased multiples of this if the maximum **indemnity period** exceeds 12 months) immediately prior to the occurrence of the **damage** the amount payable will be proportionately reduced.

## 8 Departmental Trading

If the **business** is conducted in departments or across a number of **premises**, the separate trading results of which can be ascertained, then any claim settlement under this section will be calculated for each department or **premises**.

## 9 Alternative Trading

If during the **indemnity period** work is done or services are provided 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 work or services will be brought into account in arriving at the **gross profit** or **gross revenue** during the **indemnity period**.

# Liability Section

## Sub-Section A – Employers' Liability

The cover described below is only operative if shown as insured on the **schedule**.

### Cover

**We** will pay the amount of damages and **claimants' costs and expenses** which **you** become legally liable to pay in respect of accidental **injury** sustained by any **employee** caused during the **period of insurance**, arising out of and in the course of their engagement by **you** for the purposes of the **business** and occurring within the **territorial limits**.

**We** will also pay **your costs and expenses**.

### Limit of Indemnity

The maximum amount **we** will pay under this sub-section in respect of one claim or series of claims arising out of one occurrence or all occurrences of a series consequent on or attributable to one original source or cause including all compensation, **claimants' costs and expenses** and **your costs and expenses** will not exceed:

- a in respect of an act of **terrorism**, £5,000,000
- b in respect of other claims, the employers' liability limit of indemnity shown on the **schedule** for this sub-section.

If **we** allege that by reason of the **terrorism** limitation any **injury**, cost or expense is not covered, the burden of proving the contrary shall be upon **you**.

Where more than one party is entitled to indemnity under this sub-section, **our** total combined liability to all parties will not exceed the applicable limit of indemnity shown on the **schedule**.

## Extensions to Sub-Section A – Employers' Liability

(Subject to the terms, conditions and exclusions of this sub-section, this section and this **policy**)

### 1 Corporate Manslaughter – Legal Defence Costs

**We** will pay **your costs and expenses** and prosecution costs awarded against **you** incurred in connection with the defence of criminal proceedings brought against **you**, or any appeal against conviction, in respect of a charge, or investigation in connection with a charge, of corporate manslaughter or corporate homicide under the Corporate Manslaughter and Corporate Homicide Act 2007, for an offence committed, or alleged to have been committed, in the course of the **business** during the **period of insurance** provided that **we** shall not be liable:

- a for the payment of fines or penalties

- b for costs and expenses in connection with a charge relating to an incident which was as a result of an intentional or deliberate breach of or reckless disregard for statutory regulations
- c for costs and expenses arising from an offence committed, or alleged to have been committed outside England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man
- d for costs and expenses in connection with proceedings for which a claim has been admitted under Sub-Section B - Public Liability, Sub-Section C – Products Liability or Sub-Section D - Treatment
- e for the costs and expenses of any appeal against conviction unless in the opinion of counsel, appointed by mutual agreement of **you** and **us**, the appeal is more likely to succeed than not
- f if **you** are entitled to indemnity under any other insurance. If, in addition to a claim under this extension, **you** also have a claim under any section or sub-section of this **policy** arising from the same cause or occurrence, any amounts already paid, or incurred but not yet paid, for **your costs and expenses** and prosecution costs will be deducted from the total amount payable under this extension.

### 2 Health and Safety at Work Act 1974 – Legal Defence Costs

**We** will cover **you** and, at **your** request, any **director, partner or employee**, in respect of **your costs and expenses** incurred in the defence of a prosecution and prosecution costs awarded against **you**, including an appeal against a conviction brought for a breach of:

- a the Health and Safety at Work Act 1974
- b the Health and Safety at Work (Northern Ireland) Order 1978

provided that:

- a the offence under such legislation is alleged to have been committed during the **period of insurance** in connection with the **business** and relates to the health, safety and welfare of an **employee**
- b **we** shall not be liable:
  - i for the payment of fines or penalties
  - ii for costs and expenses in connection with a charge or investigation relating to an incident which was as a result of an intentional or deliberate breach of or reckless disregard for statutory regulations
  - iii for costs and expenses arising from any offence committed, or alleged to have been committed, outside England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man

- iv unless each **director, partner** or **employee** to be indemnified complies with and is subject to the terms, conditions and exclusions of this **policy** in so far as they can apply
- v if an indemnity is provided by any other insurance.

### 3 Unsatisfied Court Judgments

If a judgment for damages or costs is obtained by an **employee** or their personal representatives for an **injury** sustained by the **employee** within the **territorial limits** we will, at **your** request, pay to the **employee**, or their personal representatives, the amount of such compensation to the extent that it remains unsatisfied provided that:

- a the **injury** is caused during the **period of insurance**
- b the **injury** arises out of their engagement by **you** in the course of the **business**
- c the judgment remains unsatisfied in whole or in part six months after the date of such judgment
- d the judgment for damages was obtained in a court of law within England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man
- e the judgment was against a company, partnership or individual other than **you**, conducting business at or from premises within England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man
- f the judgment is not the subject of an outstanding appeal
- g if any payment is made under the terms of this extension the **employee** or the personal representatives of the **employee** shall assign the judgment to **us**.

Our liability will not exceed the limit of indemnity shown on the **schedule** for Sub-Section A – Employers' Liability.

### 4 Injury to Working Partners

(This extension is only operative if it is shown as insured on the **schedule**)

We will regard as an **employee** any working **partner** of the **business** who suffers accidental **injury** provided that:

- a such **injury** is sustained by the working **partner** whilst working in connection with the **business** during the **period of insurance** and within the **territorial limits**
- b such **injury** is caused by the negligence of another working **partner** or **employee**.

### 5 Temporary Work Overseas

In respect of work undertaken in connection with the **business** by any **director, partner** or **employee** normally resident in England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man, **we** will cover **you** in respect of legal liability incurred by **you** for accidental **injury** to such **directors** or **employees** arising from work undertaken by them elsewhere in the world provided that:

- a the duration of such work does not exceed six months during the **period of insurance**
- b work outside **Europe** consists solely of clerical, sales promotion or administrative work or participation in but not the hosting or management of exhibitions, trade shows or conferences
- c **we** will not be liable for claims brought in the courts of a country outside **Europe**.

## Exclusions to Sub-Section A – Employers' Liability

### 1 Use of Vehicles

We will not pay for liability for **injury** for which **you** are required to arrange insurance or security in accordance with road traffic legislation.

### 2 Use of Wood-Working Machinery

Unless woodworking machinists wages are shown on the **schedule**, **we** will not pay liability for **injury** sustained by any **employee** arising from the use of wood-working machinery driven by steam, gas, water, electricity or other mechanical power including pendulum or swing saws. For the purposes of this exclusion, wood-working machinery shall not include fret-saws, lathes, boring machines, sanding machines or any other mechanically driven portable tools held and applied to the work by hand.

## Condition to Sub-Section A - Employers' Liability

### Right of Recovery

The cover provided by this sub-section is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to **employees** in England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man but **you** shall repay to **us** all sums paid by **us** which **we** would not have been liable to pay but for the provisions of such law.

## Sub-Section B – Public Liability

The cover described below is only operative if shown as insured on the **schedule**.

### Cover

We will pay the amount of damages and **claimants' costs and expenses** which **you** become legally liable to pay in respect of accidental:

- a **injury**
- b **damage to property**
- c obstruction, trespass, nuisance or interference with any right of way, light, air or water occurring during the **period of insurance** and arising in the course of the **business** and within the **territorial limits**.

We will pay **your costs and expenses** in addition.

### Limit of Indemnity

The maximum amount **we** will pay under this sub-section in respect of one claim or series of claims arising out of one occurrence or all occurrences of a series consequent on or attributable to one original source or cause will not exceed:

- a in respect of an act of **terrorism**, £2,000,000 or the public liability limit of indemnity shown on the **schedule** for this sub-section whichever is lower
- b in respect of an occurrence of **pollution or contamination**, £1,000,000
- c in respect of all claims, other than by an act of **terrorism** or occurrence of **pollution or contamination**, the public liability limit of indemnity shown on the **schedule** for this sub-section.

## Liability Section – continued

Where liability arises out of or in connection with an act of **terrorism**, **our** maximum liability including damages, **claimants' costs and expenses** and **your costs and expenses** under this sub-section will not exceed £2,000,000 or the public liability limit of indemnity shown on the **schedule** for this sub-section whichever is lower.

If **we** allege that by reason of the **terrorism** limitation any **damage**, cost or expense is not covered, the burden of proving the contrary shall be upon **you**.

The maximum amount **we** will pay for all **pollution or contamination** which is deemed to have occurred during any one **period of insurance** will not exceed £1,000,000. All **pollution or contamination** arising out of one occurrence shall be deemed to have occurred at the time such occurrence takes place.

Where more than one party is entitled to indemnity under this sub-section, **our** total combined liability to all parties will not exceed the applicable limit of indemnity shown in a, b or c above.

### Extensions to Sub-Section B – Public Liability

(Subject to the terms, conditions and exclusions of this sub-section, this section and this **policy**)

#### 1 Corporate Manslaughter – Legal Defence Costs

**We** will pay **your costs and expenses** and prosecution costs awarded against **you** incurred in connection with the defence of criminal proceedings brought against **you**, or any appeal against conviction, in respect of a charge or investigation in connection with a charge of corporate manslaughter or corporate homicide under the Corporate Manslaughter and Corporate Homicide Act 2007, for an offence committed, or alleged to have been committed, in the course of the **business** during the **period of insurance** provided that **we** shall not be liable:

- a for the payment of fines or penalties
- b for costs and expenses in connection with a charge or investigation relating to an incident which was as a result of an intentional or deliberate breach of or reckless disregard for statutory regulations
- c for costs and expenses arising from an offence committed, or alleged to have been committed, outside England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man
- d for costs and expenses in connection with proceedings for which a claim has been admitted under Sub-Section A - Employers' Liability, Sub-Section C – Products Liability or Sub-Section D - Treatment
- e for the costs and expenses of any appeal against conviction unless in the opinion of counsel, appointed by mutual agreement of **you** and **us**, the appeal is more likely to succeed than not
- f if an indemnity is provided by any other insurance.

If, in addition to a claim under this extension, **you** also have a claim under any section or sub-section of this **policy** arising from the same cause or occurrence, any amounts already paid, or incurred but not yet paid, for **your costs and expenses** and prosecution costs will be deducted from the total amount payable under this extension.

#### 2 Health and Safety at Work Act 1974 – Legal Defence Costs

**We** will cover **you** and, at **your** request, any **director, partner or employee** in respect of **your costs and expenses** incurred in the defence of a prosecution and prosecution costs awarded against **you**, including an appeal against a conviction brought for a breach of:

- a the Health and Safety at Work Act 1974
- b the Health and Safety at Work (Northern Ireland) Order 1978

provided that:

- a the offence under such legislation:
  - i is alleged to have been committed during the **period of insurance** in connection with the **business** and
  - ii does not relate to the health, safety and welfare of an **employee**
- b **we** shall not be liable:
  - i for the payment of fines or penalties
  - ii for costs and expenses in connection with a charge or investigation relating to an incident which was as a result of an intentional or deliberate breach of or reckless disregard for statutory regulations
  - iii for costs and expenses arising from any offence committed, or alleged to have been committed, outside England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man
  - iv unless each **director, partner or employee** to be indemnified complies with and is subject to the terms, conditions and exclusions of this **policy** in so far as they can apply
  - v if an indemnity is provided by any other insurance.

#### 3 Food Safety Act 1990 – Legal Defence Costs

**We** will cover **you** and, at **your** request, any **director, partner or employee** for **your costs and expenses** and prosecution costs awarded against **you** in respect of the defence of a prosecution, including an appeal against a conviction, brought for a breach of Part II of the Food Safety Act 1990 committed during the **period of insurance** in connection with the **business** provided that **we** shall not be liable:

- a for the payment of fines or penalties
- b for costs and expenses in connection with a charge or investigation relating to an incident which was as a result of an intentional or deliberate breach of or reckless disregard for statutory regulations
- c for costs and expenses arising from any offence committed, or alleged to have been committed, outside England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man
- d unless each **director, partner or employee** to be indemnified complies with and is subject to the terms, conditions and exclusions of this **policy** in so far as they can apply
- e if an indemnity is provided by any other insurance.

#### 4 Consumer Protection Act 1987 – Legal Defence Costs

**We** will cover **you** and, at **your** request, any **director, partner or employee** in respect of **your costs and expenses** and prosecution costs awarded against **you** in the defence of a prosecution, including an appeal against a conviction, brought for a breach of Part II of the Consumer Protection Act 1987 committed, or alleged to have been committed, during

the **period of insurance** in connection with the **business** provided that **we** shall not be liable:

- a for the payment of fines or penalties
- b for costs and expenses in connection with a charge or investigation relating to an incident which was as a result of an intentional or deliberate breach of or reckless disregard for statutory regulations
- c for costs and expenses arising from any offence committed, or alleged to have been committed, outside England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man
- d unless each **director, partner or employee** to be indemnified complies with and is subject to the terms, conditions and exclusions of this **policy** in so far as they can apply
- e if an indemnity is provided by any other insurance.

### 5 Data Protection Act 1998

**We** will pay:

- a the amount of compensation which **you** become legally liable to pay in respect of damage or distress under the provisions of Section 13, and
- b for defence costs and prosecution costs awarded against **you** in respect of a prosecution under Section 60 of the Data Protection Act 1998 subject to the act or omission from which the legal liability, defence or prosecution cost arises occurring during the **period of insurance** and in the course of the **business** and **you** being registered in accordance with the requirements of the Data Protection Act 1984, or in the process of applying for such registration, which has not been refused or withdrawn provided that **we** shall not be liable:
  - i for the payment of fines or penalties
  - ii for any deliberate act or omission by **you** or any **director, partner or employee** from which **you** or they could have reasonably expected liability or costs to attach
  - iii for liability, defence or prosecution costs arising from recording, processing or provision of data for reward
  - iv for liability, defence or prosecution costs arising from determining the financial status of a person
  - v for liability, defence or prosecution costs arising from an agreement which would not have attached in the absence of such agreement
  - vi for the cost of rectifying, replacing, reinstating or destroying or erasing any data
  - vii if an indemnity is provided by any other insurance.

### 6 Defective Premises Act 1972

**We** will cover **you** in respect of legal liability incurred by **you** during the **period of insurance** for accidental:

- a **injury** or
- b **damage**

arising solely by reason of:

- i Section 3 of the Defective Premises Act 1972 or
- ii Section 5 of the Defective Premises (Northern Ireland) Order 1975

in connection with premises which were owned by **you** in connection with the **business** but have been disposed of by **you** provided that **we** shall not be liable:

- i for the cost of remedying any defect or alleged defect in the premises
- ii if **you** are entitled to indemnity from any other source.

### 7 Leased, Hired or Rented Premises

**We** will cover **you** in respect of legal liability incurred by **you** as a tenant of premises **you** lease, rent or hire for the purpose

of the **business** within England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man in respect of:

- a accidental **damage** to buildings including any landlord's fixtures and fittings
- b reinstatement or repair of accidental **damage** to the underground water pipes, gas pipes, drains or sewers, electricity and telephone cables extending from the public mains to the buildings occupied by **you** in connection with the **business** but excluding **consequential loss** of any kind or description

provided that **we** shall not be liable for liability attaching to **you** solely by the terms of the tenancy or any other agreement.

### 8 Motor Contingent Liability

**We** will cover **you** in respect of legal liability incurred by **you** for accidental:

- a **injury** or
  - b **damage to property**
- arising out of the use of any motor vehicle in the course of the **business** provided that **we** shall not be liable:
- i for any vehicle owned or provided by **you** or any **principal** for whom **you** are working or any subcontractor acting for **you** or on **your** behalf
  - ii for **damage** to such vehicle or to goods conveyed in or on it
  - iii for any vehicle being driven by any person **you** or **your** representative know does not hold a licence to drive such vehicle unless such person has held and is not disqualified from holding or obtaining such a licence
  - iv where indemnity is provided under any other insurance or security
  - v for liability arising outside **Europe**
  - vi to provide cover in respect of any party other than **you**.

### 9 Wrongful Arrest

**We** will pay **your costs and expenses, claimants' costs and expenses** and for damages awarded against **you** or any **director, partner or employee** as a result of charges of wrongful arrest or malicious prosecution being brought against **you** or any **director, partner or employee** provided that:

- a the person subjected to wrongful arrest or malicious prosecution is not an **employee**
- b such charges are brought in connection with the **business** during the **period of insurance**.

### 10 Overseas Personal Liability

**We** will cover **you** or any **director, partner or employee** or any member of **your** or their family accompanying **you** or them in respect of legal liability incurred in a personal capacity arising out of accidental:

- a **injury** to any person
  - b **damage to property**
- occurring during the **period of insurance** during visits of less than six months duration in connection with the **business** to territories other than England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man provided that:
- i the conduct and control of all claims is vested in **us**
  - ii any person entitled to indemnity under this extension complies with and is subject to the terms, conditions and exclusions of this **policy** in so far as they can apply.

**We** will not pay for:

- a liability arising from or in connection with:
  - i any business, profession or trade
  - ii the ownership or occupation of land or buildings
  - iii the ownership, possession or use of:
    - mechanically propelled vehicles and anything

## Liability Section – continued

- attached to them
- craft intended to travel through air or space
- hovercraft and watercraft (other than non mechanically propelled craft less than nine metres in length used on inland waters)
- animals (other than pet domestic animals)
- iv **property** held in trust
- v **injury** to any **director, partner or employee** or family member accompanying them
- b liability more specifically insured
- c liability arising under contract or agreement unless the liability would have arisen in the absence of such contract or agreement.

### 11 Temporary Work Overseas

In respect of work undertaken in connection with the **business** by **you** or any **director, partner or employee** normally resident in England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man, **we** will cover **you** in respect of legal liability incurred by **you** for accidental:

- a **injury** or
  - b **damage to property**
- arising from work undertaken elsewhere in the world provided that:
- i the duration of such work does not exceed six months during the **period of insurance**
  - ii any work outside **Europe** consists solely of clerical, sales promotion or administrative work or participation in but not the hosting or management of exhibitions, trade shows or conferences.

## Exclusions to Sub-Section B - Public Liability

### 1 Excess

**We** will not pay for the amount of the **excess** shown on the **schedule**.

### 2 Products Supplied

**We** will not pay for liability arising from or in connection with any **products supplied** after they have ceased to be in **your** custody or control, other than food or drink supplied to **your** non-paying guests.

### 3 Employees

**We** will not pay for **injury** sustained by any **employee** arising out of and in the course of their employment by **you**.

### 4 Vehicles

**We** will not pay for liability arising from or in connection with the ownership, possession or use by **you** or on **your** behalf of:

- a any mechanically propelled vehicle or plant being used in circumstances where road traffic legislation requires that there shall be in force a policy of insurance or other security, provided that if **you** are not entitled to indemnity from any other policy or security, this exclusion shall not apply to the bringing to or taking away of the load from any vehicle
- b aircraft, hovercraft, drilling platform or rig and other offshore platforms or watercraft (other than hand propelled watercraft), railways, railway locomotives and carriages.

## 5 Property in Your Possession

**We** will not pay for **damage** to:

- a **property** belonging to **you**
- b **property** held in trust or in the custody or control of **you** or any **director, partner or employee**

but this exclusion shall not apply to:

- i any personal **property** (including motor vehicles) of any **director, partner, employee** or visitor of **yours**
- ii leased, hired or rented premises as provided by Extension 7 – Leased, Hired or Rented Premises of this sub-section.

## 6 Property Worked On

**We** will not pay for liability in respect of **damage to property** worked on where the **damage** is as a direct result of the work undertaken.

## Sub-Section C – Products Liability

The cover described below is only operative if shown as insured on the **schedule**.

### Cover

**We** will pay the amount of damages and **claimants' costs and expenses** which **you** become legally liable to pay in respect of accidental:

- a **injury**
  - b **damage to property**
- occurring within the **territorial limits** during the **period of insurance** and arising out of **products supplied** in the course of the **business** in or from England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man.

**We** will pay **your costs and expenses** in addition.

### Limit of Indemnity

The maximum amount **we** will pay under this sub-section in any one **period of insurance** and in respect of one claim or series of claims arising out of one occurrence or all occurrences of a series consequent on or attributable to one original source or cause will not exceed:

- a in respect of an act of **terrorism**, £2,000,000 or the products liability limit of indemnity shown on the **schedule** for this sub-section whichever is lower
- b in respect of an occurrence of **pollution or contamination**, £1,000,000
- c in respect of all claims, other than by an act of **terrorism** or occurrence of **pollution or contamination**, the products liability limit of indemnity shown on the **schedule** for this sub-section.

Where liability arises out of or in connection with an act of **terrorism**, **our** maximum liability including damages, **claimants' costs and expenses** and **your costs and expenses** under this sub-section will not exceed £2,000,000 or the products liability limit of indemnity shown on the **schedule** for this sub-section whichever is lower

If **we** allege that by reason of the **terrorism** limitation any **damage**, cost or expense is not covered, the burden of proving the contrary shall be upon **you**.

The maximum amount **we** will pay for all **pollution or contamination** which is deemed to have occurred during any one **period of insurance** will not exceed £1,000,000. All **pollution or contamination** arising out of one occurrence shall be deemed to have occurred at the time such occurrence takes place.

Where more than one party is entitled to indemnity under this sub-section, **our** total combined liability to all parties will not exceed the applicable limit of indemnity shown in a, b or c above.

## Extensions to Sub-Section C – Products Liability

(Subject to the terms, conditions and exclusions of this sub-section, this section and this **policy**)

### 1 Corporate Manslaughter – Legal Defence Costs

**We** will pay **your costs and expenses** and prosecution costs awarded against **you** incurred in connection with the defence of criminal proceedings brought against **you**, or any appeal against conviction, in respect of a charge or investigation in connection with a charge of corporate manslaughter or corporate homicide under the Corporate Manslaughter and Corporate Homicide Act 2007, for an offence committed, or alleged to have been committed, in the course of the **business** during the **period of insurance** provided that **we** shall not be liable:

- a for the payment of fines or penalties
- b for costs and expenses in connection with a charge or investigation relating to an incident which was as a result of an intentional or deliberate breach of or reckless disregard for statutory regulations
- c for costs and expenses arising from an offence committed, or alleged to have been committed, outside England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man
- d for costs and expenses in connection with proceedings for which a claim has been admitted under Sub-Section A - Employers' Liability, Sub-Section B – Public Liability or Sub-Section D - Treatment
- e for the costs of any appeal against conviction unless in the opinion of counsel, appointed by mutual agreement of **you** and **us**, the appeal is more likely to succeed than not
- f if an indemnity is provided by any other insurance.

If, in addition to a claim under this extension, **you** also have a claim under any section or sub-section of this **policy** arising from the same cause or occurrence, any amounts already paid, or incurred but not yet paid, for **your costs and expenses** and prosecution costs will be deducted from the total amount payable under this extension.

### 2 Health and Safety at Work Act 1974 – Legal Defence Costs

**We** will cover **you** and, at **your** request, any **director, partner** or **employee** in respect of **your costs and expenses** incurred in the defence of a prosecution and prosecution costs awarded against **you**, including an appeal against a conviction brought for a breach of:

- a the Health and Safety at Work Act 1974
- b the Health and Safety at Work (Northern Ireland) Order 1978

provided that:

- a the offence under such legislation:
  - i is alleged to have been committed during the **period of insurance** in connection with the **business** and
  - ii does not relate to the health, safety and welfare of an **employee**
- b **we** shall not be liable:
  - i for the payment of fines or penalties
  - ii for costs and expenses in connection with a charge or investigation relating to an incident which was as a result of an intentional or deliberate breach of or reckless disregard for statutory regulations
  - iii for costs and expenses arising from any offence committed, or alleged to have been committed, outside England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man
  - iv unless each **director, partner** or **employee** to be indemnified complies with and is subject to the terms, conditions and exclusions of this **policy** in so far as they can apply
  - v if an indemnity is provided by any other insurance.

### 3 Food Safety Act 1990 – Legal Defence Costs

**We** will cover **you** and, at **your** request, any **director, partner** or **employee** for **your costs and expenses** and prosecution costs awarded against **you** in respect of the defence of a prosecution, including an appeal against a conviction, brought for a breach of Part II of the Food Safety Act 1990 committed during the **period of insurance** in connection with the **business** provided that **we** shall not be liable:

- a for the payment of fines or penalties
- b for costs and expenses in connection with a charge or investigation relating to an incident which was as a result of an intentional or deliberate breach of or reckless disregard for statutory regulations
- c for costs and expenses arising from any offence committed, or alleged to have been committed, outside England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man
- d unless each **director, partner** or **employee** to be indemnified complies with and is subject to the terms, conditions and exclusions of this **policy** in so far as they can apply
- e if an indemnity is provided by any other insurance.

### 4 Consumer Protection Act 1987 – Legal Defence Costs

**We** will cover **you** and, at **your** request, any **director, partner** or **employee** in respect of **your costs and expenses** and prosecution costs awarded against **you** in the defence of a prosecution, including an appeal against a conviction, brought for a breach of Part II of the Consumer Protection Act 1987 committed, or alleged to have been committed, during the **period of insurance** in connection with the **business** provided that **we** shall not be liable:

- a for the payment of fines or penalties
- b for costs and expenses in connection with a charge or investigation relating to an incident which was as a result of an intentional or deliberate breach of or reckless disregard for statutory regulations
- c for costs arising from any offence committed, or alleged to have been committed, outside England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man
- d unless each **director, partner** or **employee** to be indemnified complies with and is subject to the terms, conditions and exclusions of this **policy** in so far as they can apply
- e if an indemnity is provided by any other insurance.

## Liability Section – continued

### 5 Data Protection Act 1998

**We** will pay:

- a the amount of compensation which **you** become legally liable to pay in respect of damage or distress under the provisions of Section 13, and
- b for defence costs and prosecution costs awarded against **you** in respect of a prosecution under Section 60 of the Data Protection Act 1998 subject to the act or omission from which the legal liability, defence or prosecution cost arises occurring during the **period of insurance** and in the course of the **business** and **you** being registered in accordance with the requirements of the Data Protection Act 1984, or in the process of applying for such registration, which has not been refused or withdrawn provided that **we** shall not be liable:
  - i for the payment of fines or penalties
  - ii for any deliberate act or omission by **you** or any **director, partner or employee** from which **you** or they could have reasonably expected liability or costs to attach
  - iii for liability, defence or prosecution costs arising from recording, processing or provision of data for reward
  - iv for liability, defence or prosecution costs arising from determining the financial status of a person
  - v for liability, defence or prosecution costs arising from an agreement which would not have attached in the absence of such agreement
  - vi for the cost of rectifying, replacing, reinstating or destroying or erasing any data
  - vii if an indemnity is provided by any other insurance.

### Exclusions to Sub-Section C – Products Liability

#### 1 Excess

**We** will not pay for the amount of the **excess** shown on the **schedule**.

#### 2 Employees

**We** will not pay for **injury** sustained by any **employee** arising out of and in the course of their employment by **you**.

#### 3 North America

**We** will not pay for liability arising from or in connection with **products supplied** known by **you** or a **director, partner or employee** to be supplied directly or indirectly to the United States of America or any territory within its jurisdiction or Canada unless such cover is specifically noted as being insured on the **schedule**.

#### 4 Recall Costs

**We** will not pay for the costs incurred by anyone in recalling, removing, repairing, rectifying, replacing, reapplying or guaranteeing any **products supplied**.

#### 5 Drugs and Medicines

**We** will not pay for liability arising from making up or prescribing or dispensing or repackaging of any drug, medicine or medical preparation.

#### 6 High Risk Applications

**We** will not pay for liability arising from or in connection with any **products supplied** known by **you** or any **director, partner or employee** to be used in connection with aircraft, hovercraft, aerial devices, watercraft, drilling platforms or rigs,

motor vehicles, railways, railway locomotives or carriages, operational areas of gas, chemical, nuclear, petrochemical or power generation plants or mines.

### 7 Products Supplied

**We** will not pay for liability arising from or in connection with any **products supplied** whilst they are in the custody or control of **you** or any **director, partner or employee**.

## Sub-Section D – Treatment

(Subject to the terms, conditions and exclusions of this sub-section, Sub-Section B – Public Liability, Sub-Section C – Products Liability, this section and this **policy**)

### Cover

Where Hairdressers' Treatment is shown as insured on the **schedule** Sub-Section B – Public Liability and Sub-Section C – Products Liability, if operative, are extended to include the cover shown below.

#### Hairdressers' Treatment

**We** will pay the amount of damages and **claimants' costs and expenses** which **you** become legally liable to pay in respect of accidental **injury** occurring during the **period of insurance** within the **territorial limits** caused by or arising from hairdressers' treatment administered by **you** or a **director, partner or employee** in the course of the **business**. **We** will pay **your costs and expenses** in addition in respect of such **injury**.

For the purposes of this sub-section 'hairdressers' treatment' means:

- a washing, drying, cutting, styling, colouring, tinting, dyeing or perming of the hair
- b any specialist treatment to the hair or scalp normally undertaken by a hairdresser or barber
- c manicures and pedicures
- d face shaving
- e work on wigs and hairpieces
- f ear or nose piercing only and solely using the stud gun method

and no other unless shown on the **schedule** as being specifically included by endorsement.

### Cover

Where Beauty Treatment is shown as insured on the **schedule** Sub-Section B – Public Liability and Sub-Section C – Products Liability, if operative, are extended to include the cover shown below.

#### Beauty Treatment

**We** will pay the amount of damages and **claimants' costs and expenses** which **you** become legally liable to pay in respect of accidental **injury** occurring during the **period of insurance** within the **territorial limits** caused by or arising from beauty treatment administered by **you** or a **director, partner or employee** in the course of the **business**. **We** will pay **your costs and expenses** in addition in respect of such **injury**.

For the purposes of this sub-section 'beauty treatment' means:

- a the application of cosmetics
- b pedicures, manicures, nail extensions and nail art

- c facials including washes, cleansing, ionisation and steaming treatments
- d body wrapping, brushing and exfoliation
- e Alexander technique
- f bodily and facial massage using creams, lotions and oils including aromatherapy oils, acupuncture, Bowen technique, hot stone treatments, reiki, reflexology, hydrothermal massage and massage using mechanical or infra red equipment
- g bleaching of body hair and removal of body hair by means of electrolysis, depilatory creams, galvanic epilation, eyebrow shaping, sugaring, threading, tweezing, waxing
- h eye lash shaping and tinting
- i biochemic tissue remedies
- j the application of tanning creams, lotions, sprays or oils
- k ear or nose piercing only and solely using the stud gun method
- l cellulite treatments (other than mesotherapy, cryolipolysis, laser, ionithermie or ultra-sound)
- m colour therapy, crystal therapy and thermo auricular treatment (hopi ear candling)
- n glycolic acid peel treatment, light therapy, micro epidermal abrasion treatment and paraffin wax treatment and no other unless shown on the **schedule** as specifically included by endorsement.

## Cover

Where Sunbed Treatment is shown as insured on the **schedule** Sub-Section B – Public Liability and Sub-Section C – Products Liability, if operative, are extended to include the cover shown below.

### Sunbed Treatment

**We** will pay the amount of damages and **claimants' costs and expenses** which **you** become legally liable to pay in respect of accidental **injury** occurring during the **period of insurance** within the **territorial limits** caused by or arising from treatment administered by **you** or a **director, partner** or **employee** involving sunbeds or other (UV) tanning equipment in the course of the **business**. **We** will pay **your costs and expenses** in addition in respect of such **injury**.

For the purposes of this sub-section 'sunbed treatment' means the use of electrically powered equipment designed to produce tanning of the human skin by the emission of ultraviolet radiation (excluding coin operated equipment) and no other unless shown on the **schedule** as being specifically included by endorsement.

### Limit of Indemnity

The maximum amount **we** will pay under this sub-section in respect of one claim or series of claims arising out of one occurrence or all occurrences of a series consequent on or attributable to one original source or cause will not exceed the applicable limit of indemnity shown on the **schedule** for treatment under this sub-section.

## Exclusions to Sub-Section D – Treatment

### Excluded Treatments

**We** will not pay for liability for any **injury** caused by or arising from:

- a any treatment of the eyes or anything in the nature of a surgical operation
- b any preparation manufactured by **you** or a **director, partner** or **employee** or on **your** behalf

- c the use of ultraviolet (UV) tanning equipment (other than where cover for Sunbed Treatment is shown as insured on the **schedule**)
- d sunbed treatment involving persons under 18 years of age
- e the use of needles or other equipment inserted below the skin (other than micro needles or probes required in connection with electrolysis or galvanic epilation hair removal treatments)
- f massage undertaken on children under 16 years of age or on women known to be pregnant
- g any treatment of sports injuries or physiotherapy of any kind
- h any chiropody or podiatry.

## Conditions Precedent to Liability – Sub-Section D – Treatment

### 1 Hairdressers' Treatment

It is a condition precedent to **our** liability to pay claims that:

- a hair colouring, dyeing, tinting, perming or special treatments to the hair or scalp, shaving, ear or nose piercing, pedicures or manicures are not carried out by any person with less than six months' continuous service as a hairdresser or apprentice hairdresser except under the constant and direct supervision of a fully qualified person with at least six months' continuous service as a hairdresser or apprentice hairdresser
- b **you**, a **director, partner** or **employee** must not use any hair dye or preparation where the makers or vendors have issued a warning that it might be harmful without first notifying the customer of this fact and (except as provided in 3 below) applying such tests as recommended by the makers or vendors. In the event of any test on a customer proving unsatisfactory **we** shall be under no liability in respect of **injury** attributable to the use of such hair dye or preparation other than as a result of such test
- c where a particular hair dye or preparation has been applied by **you** or a **director, partner** or **employee** within the previous three months to an individual customer without ill effect **you** may, at the request of the customer, dispense with the test recommended by the makers or vendors provided that before undertaking the treatment **you** obtain from the customer a signed disclaimer relieving **you** from all liability for any **injury** which might follow upon the use of the hair dye or preparation. In the event of a claim **you** may be required to provide **us** with documentary evidence of such signed disclaimers from the customer
- d at the time of sale of hair dyes or other preparations **you** have supplied to **your** customers a printed copy of the 'Instructions for Use' as supplied by the makers or vendors.

### 2 Beauty Treatment

It is a condition precedent to **our** liability to pay claims that:

- a beauty treatment shall not be carried out by any person with less than six months' continuous service as a beauty therapist or an apprentice beauty therapist except under the constant and direct supervision of a fully qualified person with at least six months' continuous service as a beauty therapist or an apprentice beauty therapist
- b beauty preparations must not be used (except as provided in c below) without **you** or a **director, partner** or **employee** first undertaking any tests recommended by the makers or vendors. In the event of a test on a customer proving unsatisfactory **we** shall be under no liability in respect of **injury** attributable to the use of such beauty preparation on the customer other than as a result of such test

## Liability Section – continued

- c where a particular beauty preparation has been applied by **you** or a **director, partner** or **employee** within the previous three months to an individual customer without ill effect the recommended tests may be dispensed with, at the request of the customer, provided that before undertaking the treatment the customer signs a disclaimer relieving **you** from all liability for any **injury** which might follow upon the use of the preparation. In the event of a claim **you** may be required to provide **us** with documentary evidence of such signed disclaimers from the customer
- d at the time of sale of beauty preparations **you** have supplied to **your** customers a printed copy of the 'Instructions for Use' as supplied by the makers or vendors.

### 3 Sunbed Treatment

It is a condition precedent to **our** liability to pay claims that:

- a treatment is not provided unless enquiries have been made which confirm that the customer is suitable for such treatment
- b full instructions are given to customers as to the method of safe use of the equipment
- c each item of equipment is inspected at least annually by a qualified electrical engineer and records of such inspections are retained by **you**
- d the equipment is under regular supervision by a responsible, trained person who shall be on the **premises** continuously while the equipment is in use
- e each item of equipment (including any personal protective equipment issued to customers) is sanitised before use.

## Extensions to the Liability Section

(Subject to the terms, conditions and exclusions of the sub-sections, this section and this **policy**)

### 1 Indemnity to Principal

**We** will, at **your** request, treat any **principal** as though they were **you** in respect of accidental **injury** or **damage** arising out of the performance of work by **you** for the **principal** provided that:

- a **you** would have been liable if the claim had been made against **you**
- b the **principal** complies with and is subject to the terms, conditions and exclusions of this **policy** in so far as they can apply
- c the conduct and control of all claims is vested in **us**
- d **our** liability shall be limited to only what is required by the contract between **you** and the **principal**.

### 2 Indemnity to Directors, Partners and Employees

**We** will at **your** request treat **directors, partners** or **employees** as though they were **you** in respect of claims made against them provided they comply with and be subject to the terms, conditions and exclusions of this **policy** in so far as they can apply.

### 3 Cross Liabilities

Where more than one person is shown as the insured on the **schedule**, this section shall apply separately to each person named in the same way as if a separate section had been issued to each of them.

### 4 Court Attendance

**We** will pay **you** the amounts shown below for each day such

persons are required to attend court in connection with a claim for which **you** are entitled to indemnity under this section:

- a **you** or any **director** or **partner** £500
- b any **employee** £250.

## Exclusions to the Liability Section

### 1 Offshore

**We** will not pay for liability arising from or in connection with:

- a any work in or on any offshore installation or support vessel
- b travel to, from or between any offshore installation or support vessel or
- c work undertaken from an offshore installation or support vessel.

### 2 Excluded Locations

**We** will not pay for liability arising from or in connection with any work in or on:

- a towers, steeples, chimney shafts, blast furnaces, dams, canals, viaducts, bridges or tunnels
- b aircraft, hovercraft, airports or airfields, railways, watercraft (other than hand propelled watercraft), docks or harbours, piers, wharves, breakwaters or sea walls
- c collieries, mines, quarries, chemical works, gas works, oil refineries or bulk storage facilities for gas or oil, power stations, wind farms, nuclear installations or establishments.

### 3 Excluded Compensation

(Not applicable to Sub-Section A – Employers' Liability)

**We** will not pay for:

- a liquidated damages, fines or penalties
- b exemplary, punitive or multiplied damages (these are damages in excess of normal compensation awarded to punish **you**).

### 4 Contractual Liability

(Not applicable to Sub-Section A – Employers' Liability)

**We** will not pay for liability assumed under the terms of a contract or agreement:

- a unless liability would also have attached in the absence of such contract or agreement and such liability is otherwise covered by this **policy** or
- b where the terms of the contract or agreement made by **you** prevent **us** from taking over the full defence or settlement of a claim.

### 5 Design, Advice or Treatment

(Not applicable to Sub-Section A – Employers' Liability)

**We** will not pay for liability arising:

- a from the defective design, plan, formula or specification of **products supplied** if it is given for a fee or if a fee would normally be charged for it
- b out of technical, professional or remedial instruction and advice given for a fee or for which a fee would normally be charged
- c out of treatment given or administered by **you** or any **director, partner** or **employee** or on **your** behalf unless shown by endorsement to the **schedule** or under Sub-Section D – Treatment
- d from a failure to give advice or treatment or any lack of professional skill.

## 6 Pollution

(Not applicable to Sub-Section A – Employers' Liability)

**We** will not pay for liability directly or indirectly arising from or in connection with **pollution or contamination** unless caused by a sudden, identifiable, unintended and unexpected occurrence which takes place in its entirety at a specific time and place during the **period of insurance**.

## 7 Jurisdiction

(Not applicable to Sub-Section A – Employers' Liability)

**We** will not pay for any claim made in the courts of a country outside **Europe**.

## 8 Defective Work

(Not applicable to Sub-Section A – Employers' Liability)

**We** will not pay for the cost of making good, replacing or reinstating defective work carried out by **you** or on **your** behalf.

## Condition to the Liability Section

### Other Insurance

Unless otherwise excluded, if any claim under this section is also covered in whole or in part by any other existing insurance or by an indemnity from any other insurance or security, **our** liability shall be limited to any excess beyond the amount which would have been payable under such other insurance or from such other security had this section not been effected.

# Property in Transit Section

## Sub-Section A – Own Vehicles

The cover described below is only operative if shown as insured on the **schedule**.

### Cover

We will pay **you** for accidental **damage** to **general contents** or **stock** occurring during the **period of insurance** whilst:

- a in transit in **vehicles** owned by **you** or for which **you** are responsible
- b kept within a securely locked building during transit for a period not exceeding 48 consecutive hours within the **territorial limits** shown on the **schedule** and travelling between the specified territories.

## Extensions to Sub-Section A – Own Vehicles

(Subject to the terms, conditions and exclusions of this sub-section, this section and this **policy**)

### 1 Vehicle Transfer

We will pay for the additional expenses incurred in transferring to another **vehicle**, including unloading and reloading and removal of any debris, required as a result of accidental **damage** caused by fire, explosion, theft or attempted theft or from collision or overturning of the **vehicle**.

Our liability under this extension will not exceed £2,500 in respect of any one loss.

### 2 Tarpaulins, Sheets, Ropes and Chains

We will pay **you** for accidental **damage** to tarpaulins, sheets, ropes, chains, toggles and trolleys caused by fire, explosion, theft or attempted theft or from collision or overturning of the **vehicle**.

Our liability under this extension will not exceed £1,000 in respect of any one loss.

## Conditions Precedent to Liability – Sub-Section A – Own Vehicles

The following conditions are precedent to **our** liability under Sub-Section A of this section.

### 1 Unattended Vehicles

Whenever a **vehicle** being used for the transport of **general contents** or **stock** is left unattended by **you**, a **director**, **partner** or **your** designated driver it is a condition precedent to **our** liability to pay claims in respect of **damage** caused by theft or attempted theft or malicious persons that:

- a all windows, sunroofs or other openings must be securely shut
- b all doors to the **vehicle** (including the boot or any other lockable point of access) must be securely shut and locked
- c any immobiliser and alarm must be set to be fully operational and
- d all keys or electronic devices to lock or unlock the **vehicle** must be removed from the **vehicle**.

### 2 Overnight Security

Whenever a **vehicle** being used for the transport of **general contents** or **stock** is left unattended by **you**, a **director**, **partner** or **your** designated driver it is a condition precedent to **our** liability to pay claims in respect of **damage** caused by theft or attempted theft or malicious persons that the **vehicle** is, between 21:00hrs and 06:00hrs:

- a stored in a locked and secure building or a **secure compound**
- b secured in accordance with Condition 1 – Unattended Vehicles of this section.

### 3 Vehicle Condition

It is a condition precedent to **our** liability to pay claims in respect of any **damage** that the **vehicle** being used for transport of items must be roadworthy and suitable for the carriage of the items.

## Sub-Section B – Goods Sent By Carrier

The cover described below is only operative if shown as insured on the **schedule**.

### Cover

We will pay **you** for accidental **damage** to **general contents** or **stock** occurring during the **period of insurance** whilst in transit by a third party road haulier or by rail or post within the **territorial limits** shown on the **schedule** and travelling between the specified territories.

## Exclusions – Property in Transit Section

### 1 Excess

We will not pay for the amount of the **excess** shown on the **schedule**.

### 2 Excluded Damage

We will not pay for **damage** caused by or resulting from:

- a depreciation, deterioration or contamination unless caused by fire, explosion, theft or attempted theft or from collision or overturning of the **vehicle**

- b inherent vice, latent defect, gradual deterioration, frost, operational error or omission
- c wet or dry rot, shrinkage, evaporation, dampness, dryness, bruising, scratching, chipping, denting, rust, oxidisation or discolouration, vermin or insects
- d mechanical or electrical breakdown or derangement
- e faults in processing or insufficient or unsuitable preparation
- f change in temperature
- g unexplained disappearance or inventory shortage.

### 3 Fraud

We will not pay for **damage** caused by acts of fraud or dishonesty of any person to whom **general contents** or **stock** have been entrusted including any collusion.

### 4 Theft from a Vehicle

We will not pay for **damage** caused by theft or attempted theft from a **vehicle** owned by **you** or for which **you** are responsible which does not involve entry to or exit from the **vehicle** by forcible and violent means or that does not involve actual or threatened assault or violence or use of force against the driver or passengers of the **vehicle**.

### 5 Trailers, Demountable Bodies and Containers

We will not pay for **damage** to **general contents** or **stock** inside any trailer, demountable body or container or whilst they are detached from any **vehicle** owned by **you** or for which **you** are responsible.

### 6 Leakage and Spillage

We will not pay for **damage** caused by or resulting from leakage, shortage in weight or spilling unless caused by fire, explosion, theft or attempted theft or from collision or overturning of the **vehicle**.

### 7 Dangerous Goods

We will not pay for **damage** to or caused by explosives, firearms, ammunition, fireworks, gases, flammable substances, radioactive materials, corrosives or any toxic or infectious substance.

### 8 Vehicles

We will not pay for **damage** to **vehicles** (including their accessories), demountable bodies, containers, caravans, railway locomotives, rolling stock, watercraft or aircraft.

### 9 Other Insurance

We will not pay for **damage** to **general contents** or **stock** which at the time of **damage** is insured by, or would but for the existence of this **policy** be insured by, any marine policy or policies except in respect of any excess beyond the amount which would have been payable under the marine policy or policies had this insurance not been effected.

### 10 Open Vehicles

We will not pay for **damage** caused by theft or attempted theft from any open topped, open sided or curtain sided **vehicle**.

### 11 Consequential Losses

We will not pay for **damage** caused by or resulting from any delay, loss of market, strikes, reduction in value or **consequential loss** of any kind.

### 12 Government or Public Authorities

We will not pay for **damage** caused by or resulting from confiscation, destruction, requisition or detention by order of any government or public authority.

### 13 Haulage

We will not pay for **damage** to items carried by **you** for hire or reward.

### 14 Packaging and Addressing

We will not pay for **damage** caused by or resulting from the incorrect addressing or unsuitable or insufficient packaging of items.

### 15 Excluded Property

We will not pay for **damage** to antiques, furs, jewellery, precious stones, gold or silver articles, **money**, promissory notes, securities, bonds, deeds or any other **property** more specifically insured.

### 16 Animals

We will not pay for loss of or injury to animals, birds, fish or any living thing.

## Basis of Settlement – Property in Transit Section

For **general contents** or **stock** the maximum amount **we** will pay for accidental **damage** is the limit per transit shown on the **schedule**. For clothing or **employees' personal belongings** the maximum amount **we** will pay for accidental **damage** is £500 per person.

### A Reinstatement

The basis of settlement of any claim in respect of:

- a **general contents**, except in respect of **computer equipment**, customers' goods, computer records, business books, manuscripts, plans and designs or other documents, shall be the full cost of replacement as new which shall be:
  - i where an item is destroyed or lost, its replacement by a similar item in a condition equal to but not better or more extensive than its condition when new
  - ii where an item is damaged, the repair of the **damage** and the restoration of the damaged portion of the item to a condition the same as, but not better or more extensive than, its condition when new.

For **computer equipment** the basis of settlement shall be:

- a where **computer equipment** is damaged, the repair of the **damage** and the restoration of the damaged portion of the **computer equipment** to a working condition, substantially the same but not better or more extensive than its condition when new
- b where **computer equipment** is lost, destroyed or damaged beyond repair its replacement by similar **computer equipment** of equal performance and capacity or if that is impossible, replacement by new **computer equipment** having the nearest higher performance and capacity to the item lost, destroyed or damaged.

### Special Provisions

The following special provisions apply when a claim is dealt with on this basis:

- a if replacement does not happen within 12 months of the **damage**, or longer period if agreed in writing by **us**, **we** will settle the claim in accordance with basis of settlement B Indemnity
- b when any item insured by this section is damaged in part only, **our** liability will not exceed the sum representing the cost which **we** could have been called upon to pay for the replacement if such item had been wholly destroyed
- c no payment beyond indemnity shall be made until the cost of replacement has actually been incurred.

## Property In Transit – continued

### B Indemnity

The basis of settlement of any claim in respect of:

- a unsold **stock** is the cost of repair or replacement (less a reduction for wear, tear and depreciation) up to the trade market value of the item in a condition equal to but not better or more extensive than its condition immediately prior to the **damage**.
- b **stock** sold but not yet delivered, for which **you** are responsible under the terms of the sale contract, is the basis of the contract price if following insured **damage** the contract is cancelled, due to the contract conditions, either wholly or to the extent of the **damage**.

### Underinsurance

If the **general contents** or **stock** in the **vehicle** or the sending at the time of the loss or **damage** is of greater value than the limits per transit shown on the **schedule**, then **you** will be responsible for the value of **general contents** or **stock** above these limits and the amount **we** will pay below these limits will be proportionally reduced.

### C Computer Records and Documents

The basis of settlement of any claim for computer records, business books, manuscripts, plans and designs or other documents shall be their value as materials or stationery together with the cost of clerical labour expended in their reproduction or restoration if more economical.

### D Customers' Goods

The basis of settlement for customers' goods shall be B Indemnity.

### E Designation

For the purpose of determining where necessary the item under which any **property** is insured **we** agree to accept the designation under which such **property** has been entered in **your** accounting books.



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