

# COMMERCIAL COMBINED POLICY

---

This Policy is designed to provide property and liability covers for businesses and commercial enterprises. Please read this Policy together with your Schedule to ensure that it meets with your requirements.

## SECTIONS OF THE POLICY

This Policy only provides insurance in respect of the Sections shown as Operative in the Schedule

The Sections that are available under this Commercial Combined Policy are

### SECTION GPB – PROPERTY & INCOME

- SUB-SECTION 1 – PROPERTY DAMAGE
- SUB-SECTION 2 – BUSINESS INTERRUPTION
- SUB-SECTION 3 - TERRORISM

### SECTION GBD – BOOK DEBTS

### SECTION GMY – MONEY

### SECTION GGT – GOODS IN TRANSIT

### SECTION GSI – SPECIFIED ITEMS ALL RISKS

### SECTION GPA – PERSONAL ACCIDENT

### SECTION GGL – LIABILITY

#### SUB-SECTION 1 – EMPLOYERS’ LIABILITY

#### SUB-SECTION 2 – PUBLIC LIABILITY

#### SUB-SECTION 3 – PRODUCTS LIABILITY

### SECTION GDO – DIRECTORS & OFFICERS LIABILITY

### SECTION GLP – COMMERCIAL LEGAL PROTECTION

# IMPORTANT INFORMATION

---

Please read this Policy together with your Schedule to ensure that it meets with your requirements. The notes that follow are intended as guide the full terms and conditions are contained in the Policy. This Policy only provides insurance in respect of the Sections shown as Operative in the Schedule

## MINIMUM SECURITY STANDARDS

The insurance provided by **SECTION GPB SUB-SECTION 1 – PROPERTY DAMAGE** is subject to Minimum Security Standards which are described in the Policy. You must comply with these Standards for cover to apply in respect of certain incidents

## COMMERCIAL LEGAL PROTECTION

The insurance provided by **SECTION GLP – COMMERCIAL LEGAL PROTECTION** is on a “claims made” basis which means it only provides cover for claims notified to the Coverholder during the period of insurance

### Legal advice

The insurance provides access to a telephone based helpline Abbey Legal Line where advice can be sought on a wide range of law including employment health and safety and tax. The advice is provided by barristers solicitors and tax consultants and is confidential and impartial. Telephone 0845 375 4307 and quote your policy number

The Legal Helpline is not empowered to give advice on the admissibility of any claim. If you wish to make a claim please contact the relevant Claims Department details of which are provided in our **CUSTOMER SERVICE INFORMATION**

### EMPLOYMENT DISPUTES

It is a condition of the cover provided in respect of Employment Disputes that you have sought and followed advice from the Abbey Legal Line and obtained their authorisation **prior** to you taking action or upon notification of a possible dispute **Please refer to Sub-Section 3 Employment Disputes Conditions - Following Advice for full terms and conditions. Failure to do so will invalidate your claim**

### UNDISPUTED DEBTS

An undisputed debt must be referred to the Debt Collection Service within 30 days after the date the invoice was due for payment. This service is provided by a debt collection organisation which is not part of Abbey Legal Protection but it can be accessed by telephoning the Abbey Legal Line and asking to be transferred to the Debt Collection Service

You must utilise the services of the Debt Collection Service at your own cost. The fee charged by the Debt Collection Service is a percentage of the amount of the debt recovered from the debtor. The Section does not cover this fee. If the Debt Collection Service recommends legal proceedings against the debtor to recover the debt you must immediately submit a claim under Sub-Section 1 Contract Disputes. You should contact our Claims Department for a Claim Form

If at any time an undisputed debt referred to the **Debt Collection Service** becomes disputed you must contact our Claims Department

# COMMERCIAL COMBINED POLICY INTRODUCTION

---

The **Insurers** in consideration of the payment of the premium shall provide the insurances in accordance with the Sections of the Policy shown as Operative in the Schedule during the period stated in the Schedule or any subsequent period stated in the Schedule for which the **Insurers** shall have accepted the premium required for renewal of this Policy

The **Insurers** and the **Insured** agree that

- (1) this Policy the Schedule (including any Schedule issued in substitution) and any Endorsement shall be considered one document
- (2) the proposal or any information supplied by the **Insured** shall be incorporated in the contract
- (3) the **Insurers** will provide the insurance described in this Policy subject to the terms and conditions specified herein.

## Law applicable to the contract

UK law allows both the **Insured** and the **Insurers** to choose the law applicable to the contract. The contract will be subject to the relevant law of the United Kingdom the Channel Islands or the Isle of Man. If there is any dispute as to which law applies it shall be English Law

For and on behalf of the **Insurers**



ALAN THORNE

Managing Director  
Gravity Underwriting Limited  
Marlow House, Lloyds Avenue, London, EC3N 3AL

# GENERAL DEFINITIONS

**Applicable to all Sections other than Section GDO – Directors & Officers Liability and Section GLP – Commercial Legal Protection**

The words defined below will have the same meaning wherever they appear in bold letters within the Policy the Schedule and Endorsements

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

**Annual Salary** shall mean for an **Insured Person** who is

- (1) an employee of the **Insured** the total annual remuneration excluding payments for overtime commission or bonus payable to the **Insured Person**
- (2) self-employed the annual taxable earnings after the deduction of relevant business expenses of the **Insured Person**

at the date of occurrence of the **Bodily Injury**

**Annual Turnover** shall mean the **Turnover** during the twelve months immediately before the date of the **Damage**

**Benefit Period** shall mean the maximum period for which Benefit is payable such period commencing at the date the **Insured Person** first became disabled and ending no later than the stated number of weeks thereafter allowing for any **Excess Period** applied

**Buildings** shall mean the buildings at the Premises described in the Schedule and including

- (1) landlords' fixtures and fittings
- (2) outbuildings extensions annexes canopies fixed signs gangways conveniences lamp posts and street furniture
- (3) walls gates and fences
- (4) drains sewers piping ducting cables wires and associated control gear and accessories on the Premises and extending to the public mains but only to the extent of the **Insured's** responsibility
- (5) yards car-parks roads pavements forecourts all constructed of solid materials

**Business** shall mean as described in the Schedule and shall include

- (1) the ownership repair and maintenance of the **Insured's** own **Property**
- (2) the provision and management of canteen social sports and welfare activities for the benefit of the **Insured** or employees
- (3) the provision and management of first aid fire security and ambulance services
- (4) the performance of private duties carried out by the **Insured's** employees with the written consent of the **Insured** for any director partner or senior official of the **Insured**

**Bodily Injury** shall mean injury which is caused by accident and which within twenty-four months from the date of such accident shall result in the death or disablement of the **Insured Person**

**Business Hours** shall mean the **Insured's** usual office hours and the working hours (including overtime) during which the **Insured** his principals or persons employed entrusted with the **Money** and **Non Negotiable Documents** are on the Premises for the purpose of the **Business**

**Contents** shall mean the contents at the Premises described in the Schedule the **Property** of the **Insured** or held by the **Insured** in trust for which the **Insured** is responsible including so far as they are not otherwise insured employees' directors' and visitors' personal effects of every description (other than motor vehicles) for an amount not exceeding £500 in respect of any one person but excluding

- (1) **Buildings Stock Target Stock Office Computer Equipment and Portable Power Tools**
- (2) **Money**
- (3) documents manuscripts and business books except for the cost of the materials and of clerical labour expended in reproducing such records
- (4) computer systems records except for an amount not exceeding £10,000 in respect of the cost of the materials and of clerical labour and computer time expended in reproducing such records
- (5) any expense in connection with the production of the information to be recorded in documents manuscripts business books or computer systems records
- (6) vehicles licensed for road use including accessories thereon

**Damage** shall mean accidental loss or destruction of or damage

**Denial of Service Attack** shall mean 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 and includes but is not limited to the generation of excess traffic into network addresses the exploitation of system or network weaknesses and the generation of excess or non-genuine traffic between and amongst networks

**Employee** shall mean

- (1) any person under a contract of service or apprenticeship with the **Insured**
- (2) whilst working for the **Insured** in the course of the **Business**
  - (a) any labour master or labour only sub-contractor or person supplied by any of them
  - (b) any self-employed person
  - (c) any person under a contract of service or apprenticeship with another employer and who is hired to or borrowed by the **Insured**
  - (d) a prospective employee who is undergoing practical work experience or any person participating in any Government or otherwise authorised work experience training study exchange or similar scheme
  - (e) any person who is an outworker or home worker
  - (f) any person who is a voluntary helper

**Estimated Gross Profit** shall mean the amount declared by the **Insured** to the **Insurers** as representing not less than the **Gross Profit** which it is anticipated will be earned by the **Business** during the financial year most nearly concurrent with the Period of Insurance (or a proportionately increased multiple thereof where the **Maximum Indemnity Period** exceeds twelve months)

**Excess** shall mean the amount specified in the Schedule for which the **Insured** will be responsible in respect of each and every claim in respect of **Damage** to **Property** and **Goods**

**Excess Period** shall mean the period at the commencement of each and every period of disablement for which no Benefit shall be payable

**Goods** shall mean goods belonging to the **Insured** or for which the **Insured** is responsible all pertaining to the **Business**

**Gross Profit** shall mean the amount by which

- (1) the sum of the amount of the **Turnover** and the amounts of the closing **Stock** and closing work in progress shall exceed
- (2) the sum of the amounts of the opening **Stock** and opening work in progress and the amount of the **Specified Working Expenses**

The amounts of the opening and closing stocks and work in progress shall be arrived at in accordance with the **Insured's** normal accountancy methods due provisions being made for depreciation

**Hacking** shall mean unauthorised access to any computer or other equipment or component or system or item which processes stores transmits or retrieves data

**In Transit** shall mean being carried from the time the **Goods** are lifted to the time they are unloaded at their destination including

- (1) loading and unloading
- (2) the use of recognised 'roll-on roll-off' vehicle ferries provided no unloading or re-loading of the **Vehicle** is involved
- (3) whilst temporarily housed on or off the **Vehicle** in the course of the said carriage but excluding any dismantling installation erection or testing

**Indemnity Period** shall mean the period beginning with the occurrence of the **Damage** and ending not later than the **Maximum Indemnity Period** thereafter during which the results of the **Business** shall be affected in consequence thereof

**Injury** shall mean bodily injury death illness disease or shock causing bodily injury

**Insured** shall mean the person or persons or corporate body named in the Schedule

**Insured Person** shall mean any person or category of person shown in the Schedule under 65 years of age at the commencement of the Period of Insurance

**Insurers** shall mean the insurers for their respective proportion of liability of the Section as stated in the Schedule

**Maximum Indemnity Period** shall mean the number of months stated in the Schedule

**Medical Expenses** shall mean expenses necessarily incurred in respect of the **Person Insured** for medical hospital surgical manipulative massage therapeutic x-ray or nursing treatment including the cost of medical supplies and ambulance hire

**Money** shall mean coin bank and currency notes postal and money orders bankers' drafts cheques giro cheques crossed warrants bills of exchange securities for money postage revenue national insurance and holiday with pay stamps stamped national insurance and holiday with pay cards national savings stamps or certificates war bonds premium savings bonds franking machine impressions other than unused units in postage stamp franking machines credit company sales

vouchers luncheon vouchers trading stamps and VAT invoices phone cards the property of the **Insured** or for which the **Insured** is responsible in the course of the **Business**

**Non Negotiable Documents** shall mean crossed cheques crossed Girocheques crossed postal or money orders crossed bankers' drafts and unused units in postage stamp franking machines the property of the **Insured** or for which the **Insured** is responsible in the course of the **Business**

**Office Computer Equipment** shall mean office computer equipment at the Premises described in the Schedule the property of the **Insured** or held by the **Insured** in trust for which the **Insured** is responsible including media and peripherals used in connection with such equipment

**Offshore** shall mean from the moment in time that an **Employee** shall embark onto any conveyance at the point of final departure on land to any offshore installation until the moment in time that an **Employee** shall disembark from any conveyance onto land upon their return from any offshore installation

**Permanent** means lasting 24 calendar months and at the expiry of that period being beyond hope of improvement

**Person Insured** shall mean any Director, Manager or Partner of the **Insured** or person employed by the **Insured** aged not less than 16 years and not more than 70 years

**Personal Effects** shall mean personal belongings of the **Insured's** drivers or attendants excluding **Money** credit cards car audio equipment televisions or jewellery

**Phishing** shall mean any access or attempted access to data or information made by means of misrepresentation or deception

**Pollution or Contamination** shall mean

- (1) all pollution or contamination of **Buildings** or other structures or of water or land or the atmosphere and
- (2) all loss or **Damage** or **Injury** directly or indirectly caused by such pollution or contamination

**Portable Power Tools** shall mean portable power tools at the Premises described in the Schedule for use solely by the **Insured** the property of the **Insured** or held by the **Insured** in trust for which the **Insured** is responsible

**Products** shall mean any **Goods** or products (including containers labelling instructions or advice provided in connection therewith) manufactured sold supplied erected repaired altered treated transported serviced or installed by the **Insured** in the course of the **Business**

**Property** shall mean material property

**Property Insured** shall mean the property as described in the Schedule

**Rate of Gross Profit** shall mean the Rate of **Gross Profit** earned on the **Turnover** during the financial year immediately before the date of the **Damage**

**Specified Working Expenses** shall mean purchases (less discounts received) discounts allowed carriage packing and freight and such additional expenses specified in the Schedule

**Standard Turnover** shall mean the **Turnover** during that period in the twelve months immediately before the date of the **Damage** which corresponds with the **Indemnity Period**

**Stock** shall mean stock and materials in trade excluding **Target Stock** and **Stock In The Open** at the Premises described in the Schedule the property of the **Insured** or held by the **Insured** in trust for which the **Insured** is responsible

**Stock In The Open** shall mean stock and materials in trade stored in the open at the Premises described in the Schedule excluding **Target Stock** the property of the **Insured** or held by the **Insured** in trust for which the **Insured** is responsible

**Target Stock** shall mean stock and materials in trade at the Premises described in the Schedule comprising Cigarettes Cigars and Tobacco, Audio Visual Equipment, Computer Equipment, Computer Games, Mobile Phones and Radios, Photographic Equipment and Binoculars, Non Ferrous Metals, Jewellery (including precious metals and stones), Wines Fortified Wines and Spirits

**Tenants Improvements** shall mean tenants improvements and alterations at the Premises described in the Schedule therein and thereon

**Territorial Limits** shall mean anywhere in Great Britain Northern Ireland the Channel Islands and the Isle of Man including transits there between

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

**Total Disablement** means disablement which necessarily and continuously disables a **Person Insured** from attending to his usual occupation

**Transit** shall mean between the Premises and the place of banking whilst in the custody of the **Insured** or the **Insured's** authorised representative

**Turnover** shall mean the money paid or payable to the **Insured** for **Goods** sold and delivered and for services rendered in course of the **Business** at the Premises

**Vehicle** shall mean a mechanically driven conveyance including trailers whether attached or temporarily detached from such vehicle whilst **In Transit**

**Virus or Similar Mechanism** shall mean program code programming instruction or any set of instructions intentionally constructed with the ability to damage interfere with or otherwise adversely affect computer programs data files or operations whether involving self-replication or not and including but not limited to Trojan horses worms and logic bombs



**Weekly Wage** shall mean for an **Insured Person** who is

- (1) an employee of the **Insured** the total weekly remuneration excluding payments for overtime commission or bonus payable to the **Insured Person** at the date of occurrence of the **Bodily Injury**
- (2) self-employed the average taxable earnings after the deduction of relevant business expenses of the **Insured Person** for the preceding 13 weeks prior to the date of occurrence of the **Bodily Injury**

**Working Hours** shall mean the whole period during which the **Vehicle** is being worked by its driver

# GENERAL CONDITIONS

---

Applicable to all Sections other than Section GDO – Directors & Officers Liability

## Alteration

This Policy shall be voided if after the commencement of the insurance

- (1) there is any alteration which increases the risk of loss **Injury** or **Damage**
- (2) if the **Insured's** interest ceases except by will or operation of law
- (3) if the **Business** is wound up or carried on by a liquidator or receiver or permanently discontinued

unless the **Insurers** have agreed in writing to accept such alteration

## Arbitration

Provided that liability for a claim has been admitted any dispute as to the amount to be paid shall be referred to an arbitrator who shall be appointed by the parties in accordance with the statutory provisions in force at the time and the making of an award shall be a condition precedent to any right of action against the **Insurers**

## Cancellation

The **Insurers** may cancel this Policy or any Section or part thereof by giving 14 days' notice in writing by special delivery mail to the **Insured** at the **Insured's** last known address and in such event the **Insured** will be entitled to a return of premium in respect of the unexpired portion of the Period of Insurance

## Claims Procedures

- (1) On the happening of any event which could give rise to a claim or on receiving verbal or written notice of any claim the **Insured** shall
  - (a) as soon as reasonably possible give notice to the **Insurers**
  - (b) as soon as reasonably possible notify the police in respect of any **Damage** by theft or attempted theft or by riot civil commotion strikers locked-out workers persons taking part in labour disturbances and malicious persons
  - (c) as soon as reasonably possible forward to the **Insurers** any writ or summons issued against the **Insured** by a third party
  - (d) take action to minimise the **Damage** and to avoid interruption or interference with the **Business** and to prevent further **Damage** or **Injury**
  - (e) at his own expense and within
    - (i) 7 days of **Damage** caused by riot civil commotion strikers locked-out workers or persons taking part in labour disturbances or malicious persons
    - (ii) 30 days of expiry of the **Indemnity Period** in respect of Section GBI - Business Interruption
    - (iii) 30 days of any other **Damage** interruption or interference with the **Business** or **Injury** or disease

supply full details of the claim in writing to the **Insurers** together with any evidence and information that may be reasonably required by the **Insurers** for the purpose of investigating or verifying the claim and (if demanded) a statutory declaration of the truth of the claim and any matters connected therewith

- (2) No settlement admission of liability payment or promise of payment shall be made to a third party without the consent of the **Insurers**

### Fraud

If any claim under this Policy is in any respect fraudulent or if any fraudulent means be used by the **Insured** or anyone acting on his behalf to obtain any benefit under this Policy or if any loss or **Damage** be occasioned by the wilful act or with the connivance of the **Insured** all benefit under this Policy shall be forfeited

### Insurance Act 2015

This Policy is subject to the provisions of the Insurance Act 2015 and any subsequent amendments to this Act. If the **Insured** fails to provide a fair presentation of the risk the **Insurers** may void the Policy or claims made may not be paid in full in accordance with the provisions of the Act

### Insurers' Rights

The **Insurers** shall

- (1) be entitled to take over the defence or settlement of any claim made upon the **Insured** by any other party and the **Insured** shall give all assistance as may be reasonably required by the **Insurers**
- (2) have the right to enter the premises where the **Damage** has occurred and to keep possession of any of the **Property Insured** and to deal with the salvage in a reasonable manner but the **Insured** shall not be entitled to abandon any **Property** to the **Insurers**
- (3) be entitled to take benefit of any rights of the **Insured** against any other party before or after the **Insured** has received indemnification under this Policy and the **Insured** shall give all assistance as may be reasonably required by the **Insurers**
- (4) at their option indemnify the **Insured** by payment reinstatement replacement or repair in respect of any **Property** lost or damaged or part thereof. If the **Insurers** elect to reinstate or replace any **Property** they shall not be bound to reinstate or replace exactly or completely but only as circumstances permit and in reasonably sufficient manner and shall not in any case be bound to expend in respect of any one of the Items insured more than the sum insured thereon

### Legal Representatives

In the event of the death of the **Insured** the **Insurers** will indemnify the **Insured's** legal personal representatives in respect of liability at law previously incurred by the **Insured** provided they observe fulfil and be subject to the terms conditions and limitations of the Policy in so far as they can apply

### Non Contribution

This Insurance does not cover any **Damage** legal costs expenses or liability which at the time of happening of such **Damage** costs expenses or liability is also covered in whole or in part by any other insurance or would but for the existence of this insurance be covered by any other insurance except in respect of any excess beyond the maximum amount which would be payable under such other insurance had this insurance not been effected

### Premium Adjustment

If any part of the premium is calculated on estimates furnished by the **Insured** the **Insured** shall keep an accurate record containing all particulars relative thereto and shall at all times allow the **Insurers** to inspect such record. The **Insured** shall within one month from the expiry of each Period of Insurance furnish to the **Insurers** such

particulars and information as the **Insurers** may require. The Premium for such period shall thereupon be adjusted and the difference paid by or allowed to the **Insured** as the case may be subject always to the minimum premium stipulated

### Reasonable Care

The **Insured** shall take all reasonable steps to

- (1) protect the **Property Insured**
- (2) comply with statutory enactment bye-laws and any other obligations and regulations imposed by any authority
- (3) employ only competent employees
- (4) prevent accidents and bodily injury
- (5) maintain all ways works machinery and plant in sound condition
- (6) In the event of the discovery of any defect or danger the **Insured** shall forthwith cause such defect or danger to be made good or remedied and in the meantime shall cause such additional precautions to be taken as the circumstances may require

### Subrogation

Any claimant under this Policy shall at the request and at the expense of the **Insurers** take and permit to be taken all necessary steps for enforcing rights against any other party in the name of the **Insured** before or after any payment is made by the **Insurers**. The **Insurers** shall be entitled to take over and conduct in the name of the **Insured** the defence or settlement of any claim or to prosecute in the name of the **Insured** at its own expense and for its own benefit any claim for indemnity or damages or otherwise

# GENERAL EXCLUSIONS

---

**Not applicable to Section GPB Sub-Section 3 Terrorism and Section GDO – Directors & Officers Liability**

**Applicable to all other Sections unless stated otherwise**

## Asbestos Exposures

This insurance does not cover any loss cost or expense or liability directly or indirectly arising out of or resulting as a consequence of or related to the manufacture mining processing distribution testing remediation removal storage disposal sale use of or exposure to asbestos or materials or **Products** containing asbestos whether or not there is another cause of loss which may have contributed concurrently or in any sequence to a loss

## Electronic Risk

This insurance does not cover

- (1) **Damage** to any computer or other equipment or component or system or item which processes stores transmits retrieves or receives data or any part thereof whether tangible or intangible including but without limitation any information or programs or software and whether the property is insured or not where such Damage is caused by **Virus or Similar Mechanism** or **Hacking** or **Phishing** or **Denial of Service Attack**
- (2) loss resulting from interruption of or interference with the **Business** directly or indirectly caused by or arising from **Virus or Similar Mechanism** or **Hacking** or **Phishing** or **Denial of Service Attack**

but this will not exclude subsequent **Damage** or loss resulting from interruption of or interference with the **Business** which results from a Peril to Section GPB hereby insured but excluding the acts of malicious persons which do not involve physical force or violence

## Fines and Penalties

This insurance excludes any liability for punitive multiplied or exemplary damages fines or penalties

## Jurisdiction

This insurance will not indemnify the **Insured** in respect of any claim brought against the **Insured** within the jurisdiction of the United States of America or Canada or in any country or territory which operates under the laws of the United States of America or Canada or in respect of any order made anywhere in the World to enforce a judgement award or settlement in respect of any such claim

## Pollution or Contamination

### Not applicable to Section GGL – Liability Sub-Section 1 Employers' Liability

This insurance excludes

- (1) **Damage** caused by **Pollution or Contamination** but this shall not exclude destruction of or **Damage** to the **Property Insured** not otherwise excluded caused by
  - (a) **Pollution or Contamination** which itself results from a Peril hereby insured against
  - (b) any Peril hereby insured against which itself results from **Pollution or Contamination**
- (2) all liability in respect of **Pollution or Contamination** other than caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance

All **Pollution or Contamination** which arises out of one incident shall be deemed to have occurred at the time such incident takes place

## Radioactive and Nuclear Hazards

This insurance does not cover

- (1) **Damage** to any **Property** whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss
- (2) any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from
  - (a) ionising radiations or contamination by radioactivity from nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
  - (b) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

but as far as concerns **Injury** to any **Employee** which arises out of and in the course of his employment or engagement by the **Insured** this exception shall apply only in respect of

- (a) liability of any principal
- (b) liability assumed by the **Insured** by agreement and which would not have attached in the absence of such agreement

## Sanctions

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

## Sonic Bangs

This Insurance does not cover **Damage** directly caused by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds

## Terrorism

### Not applicable to Section GGL – Liability Sub-Section 1 Employers' Liability

This insurance excludes **Damage** liability cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with

- (1) **Terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss
- (2) any action taken in controlling preventing suppressing or in any way relating to **Terrorism**

If the **Insurers** allege that by reason of this exclusion any **Damage** cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the **Insured**. In the event that any portion of this exclusion is found to be invalid or unenforceable the remainder shall remain in full force and effect

## War and Civil War

This insurance does not cover **Damage** or legal liability directly or indirectly occasioned by happening through or in consequence of war invasion acts of foreign enemies hostilities (whether war be declared or not) civil war rebellion revolution insurrection military or usurped power or confiscation or nationalisation or requisition or **Damage to Property** by or under the order of any government or public or local authority

# CUSTOMER SERVICE INFORMATION

---

## LEGAL ADVICE

If you have the **COMMERCIAL LEGAL PROTECTION** Section operative you can obtain telephone based legal advice on UK law by telephoning the Abbey Legal Line. Telephone 0845 375 4307 and quote your policy number.

You can also seek Stress Counselling Advice by calling 0845 074 2799

### IMPORTANT

In respect of Employment Disputes you must seek and follow advice from the Abbey Legal Line and obtain their authorisation prior to any action and upon notification of a complaint. Failure to do so will make your claim invalid.

## CLAIMS INFORMATION

If you need to make a claim, or you need to inform us of an incident or circumstance that may constitute a claim, please contact the relevant Claims team as set out in the Schedule

## COMPLAINTS PROCEDURE

### In respect of Section GGL – Liability

Faraday Underwriting Limited (referred to as “We”, “Our” and “Us”) aims to give its policyholders a high level of service at all times. If there are occasions when We do not meet your standards or you have concerns about the handling of a claim Please contact us at Our registered address or e-mail Us at [faraday-compliance@faraday.com](mailto:faraday-compliance@faraday.com). We will do Our best to resolve the problem in a professional and timely manner.

In the event you remain dissatisfied and wish to make a complaint, you can do so at any time by referring the matter to The Complaints Officer at Faraday Underwriting Limited at Our registered address or at [faraday.complaints@faraday.com](mailto:faraday.complaints@faraday.com) or the Policyholder and Market Assistance team at Lloyd’s.

Their address is:

Complaints  
Fidentia House  
Walter Burke Way  
Chatham Maritime  
Chatham  
Kent  
ME4 4RN

Telephone: 0207 327 5693  
Facismile: 0207 327 5225  
E-mail: [complaints@lloyds.com](mailto:complaints@lloyds.com)

We will handle your complaint as follows:



We will acknowledge your complaint as soon as We receive it. We will deal with your complaint as quickly as possible and provide you with a formal response within two weeks of receipt of the complaint. If compensation or redress is appropriate We will provide details with our response. If We feel your complaint is not justified full reasons for Our decision will be provided to you.

Details of the Lloyd's complaint procedures are set out in a leaflet "Your Complaint – How We Can Help" available at [www.lloyds.com/complaints](http://www.lloyds.com/complaints) and are also available from the above address. If you remain dissatisfied after Lloyd's has considered your complaint, you may have the right to refer your complaint to the Financial Ombudsman Service.

#### **IMPORTANT NOTE**

Where Gravity Underwriting Limited deals with you through a retail agent in respect of any claims referred by you to Gravity Underwriting, Gravity Underwriting Limited acts as agent for Faraday Underwriting Limited and not for you

## **COMPLAINTS PROCEDURE**

### **In respect of all other Sections**

Our aim is to provide an efficient service to our customers. If you feel that we have not succeeded in this aim, or that we have been dilatory in anyway please let us know. Similarly, if you have any questions or concerns about this document, or the handling of a claim which cannot be resolved by reference to your Broker or Intermediary, then please contact

The Managing Director  
Gravity Underwriting Limited  
Marlow House Lloyds Avenue, London EC3N 3AL  
Tel: 020 7220 5330

If we are unable to resolve this within 24 hours from receipt of the complaint, the issue will be forwarded to the relevant insurers who will deal with the complaint in accordance with the FCA guidelines. We will immediately inform you who will be handling your complaint and their contact details

If your Business has an annual turnover of less than 2m Euro and have less than 10 employees and you are not satisfied with the way in which a complaint has been dealt with you may ask the Financial Ombudsman Service to review your case. Please contact the following, quoting your policy number and the name of your Broker or Intermediary

Financial Ombudsman Service  
Exchange Tower, London, E14 9SR  
Tel: 0800 023 4 567 or 0300 123 9 123  
Or from abroad +44 20 7964 0500 Fax : 020 7964 1001  
Website: <http://www.financial-ombudsman.org.uk>  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

## DATA PROTECTION

The defined terms used in this section shall have the meaning given to those terms in the Data Protection Act 1998 (as may be amended from time to time)

In the course of providing insurance services to the Insured named in the schedule, the **Insurers** may have access to Personal Data. The **Insured** warrants that it shall have obtained all necessary authorisations and approvals from Data Subjects prior to disclosing any Personal Data to the **Insurers** (whether such disclosure is made directly by the **Insured** to the **Insurers** or indirectly by the **Insured** to any agent acting on behalf of the **Insured** or the **Insurers**). The **Insurers** shall be the Data Controller of any Personal Data provided to it

The **Insurers** undertakes that it shall only use any Personal Data provided to it for the purposes of performing its services in connection with its contract of insurance with the **Insured**. This will include the processes of underwriting, administration and claims assessment as well as any necessary services ancillary thereto

The **Insurers** will hold all Personal Data provided to it securely and shall limit access to such Personal Data to those who have a need to see it. The **Insured** hereby consents to the **Insurers** sharing any Personal Data provided to it with its group companies agents reinsurers claims handlers loss adjusters medical professionals and other professional advisors healthcare management companies and any other necessary service providers with whom the **Insurers** contracts in connection with the contract of insurance between the **Insured** and the **Insurers**

The **Insured** acknowledges that the **Insurers** may be required as a matter of law or regulation to disclose Personal Data provided to it to a Court of law or regulatory body such as the Financial Conduct Authority or any other public body or authority of competent jurisdiction and the **Insured** hereby consents to any such disclosure

The **Insured** acknowledges that the insurance industry maintains certain registers for the purposes of fraud prevention and hereby consents to the **Insurers** sharing Personal Data provided to it with fraud prevention agencies and other insurance companies for the purposes of fraud prevention and to validate your claims history