

# POLICY TERMS & CONDITIONS



## OFFICE INSURANCE

## Discount Insurance

### Introduction

Thank you for choosing Discount Insurance for your let property insurance. We aim to provide you the best value cover and protection you may need for your property.

This insurance has been arranged and is administrated by Discount Insurance, a trading name of Arthur J. Gallagher Insurance Brokers Limited, which is authorised and regulated by the Financial Conduct Authority. Registered Office: Spectrum Building, 7th Floor, 55 Blythswood Street, Glasgow, G2 7AT. Registered in Scotland. Company Number: SC108909. This can be checked on the register Financial Services register on the Financial Conduct Authority's website at [www.fca.org.uk](http://www.fca.org.uk). Discount Insurance are agents of BRIT Syndicate 2987 at Lloyd's to the extent agreed under the Binding Authority Agreement Reference Number UMR B0799FC005850h.

You are insured under this Policy by BRIT Syndicate 2987 at Lloyd's.

BRIT Syndicate 2987, registered in England and Wales under number 0824611, at 55 Bishopsgate, London, EC2N 3AS, is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority. For further information about BRIT Syndicate 2987, please contact Lloyd's, One Lime Street, London, EC3M 7HA or email them on [enquiries@lloyds.com](mailto:enquiries@lloyds.com)

BRIT Syndicate 2987 at Lloyd's adheres to the Codes of Practice of the Association of British Insurers (ABI) and the Financial Ombudsman Service and are covered by the Financial Services Compensation Scheme (FSCS). Full details are available at [www.fscs.org.uk](http://www.fscs.org.uk).

Your personal details and information provided are also covered by the General Data Protection Regulation.

### Important

Please check your documents in detail. If this **policy** does not meet your requirements or if any of the information found on the **certificate** or Statement of Fact is missing or incorrect, please contact **us** or your insurance adviser within 14 days of receipt to amend or cancel your **policy**.

It is important you tell **us** of any material change in your circumstances including but not limited to the type of let or any renovation works which may be carried out. Material facts can have an effect on the level of cover or how much you pay. If you are not sure whether something is important, please tell **us** anyway, since a failure to do so could result in your cover being invalid.

You can contact **us** on 0208 847 8000.

### Your Cancellation Rights

**We** hope **you** are completely delighted with **your policy**; however if you decide **you** do wish to cancel it, please contact **us** immediately. This will need to be done in writing to either [info@discountinsurance.co.uk](mailto:info@discountinsurance.co.uk) or 27 Great West Road, Brentford, London, TW8 9BW. **You** have 14 days from the inception date of **your policy**, or from the day when **you** first receive **your** documents to decide if this product meets **your** needs. If **you** choose to cancel this **policy** within this period, and no claims have been made, **we** will issue a refund, charging only for time on cover. Cancellations made after 14 days of the inception date will be subject to a cancellation fee plus a pro-rata premium for time on cover. Please note any administration fees charged are non-refundable if cancelled after the 14 day cooling off period.

On certain policies, such as Legal Expenses & Rent Guarantee Insurance, there is no refund payable after the 14 days and no cancellation fee will be charged. Where this is applicable it would be highlighted in **your policy** wording.

## Contents

• The Law Applicable to this Policy	4
• Making a claim	4
• Definition	5
• General Insuring Clause	17
• Insured Perils	17
• Section 1 - Property Insured	18
• Section 2 - Buildings	29
• Section 3 - Business Interruption	37
• Section 4 - Computer Breakdown	47
• Section 5 - Terrorism	50
• Section 6 - Theft By Employee	52
• Section 7 - Personal Accident	54
• Section 8 - Employers' Liability	58
• Section 9 - Public Liability	60
• Section 10 - Products Liability	65
• Section 11 - Legal Expenses	69
• General Exclusions	75
• Claims Conditions	78
• General Conditions	81
• Further Information	86

## The law applicable to this policy

Any reference to a statute in this **policy** shall be deemed to include any amendments to, or replacement of it and all subordinate legislation made under, or in connection with it.

Under the laws of the United Kingdom (England, Scotland, Wales and Northern Ireland) both you and **we** may choose the law which applies to this contract, to the extent permitted by those laws. Unless you and **we** agree otherwise, **we** have agreed with you that the law which applies to this contract is the law which applies to the part of the United Kingdom in which you live, or, if you live in the Channel Islands or the Isle of Man, the law of whichever of those two places in which you live.

**We** and you have agreed that any legal proceedings between you and **us** in connection with this contract will only take place in the courts of the part of the United Kingdom in which you live, or, if you live in either the Channel Islands or the Isle of Man, the courts of whichever of those two places in which you live.

## Making a Claim

In the unfortunate event of you suffering **loss, injury, damage**, or a liability claim being made against you, please contact **our** customer services on 0208 847 8000 or write to **us** as soon as possible.

Claims reported after 30 days of discovery may be invalidated.

When you contact **us** about a claim you will need to tell us:

- Your name, address and **policy** number;
- The place where the **loss or damage** occurred;
- Details of the cause and circumstances of the **loss or damage**.

You are required to take all reasonable precautions to prevent and reduce any **loss or damage** that may occur. Emergency or temporary repairs following a **loss or damage** are permitted. Please keep all receipts for these works as they may form a basis of your claim but refrain from making full repairs until **we** consider your claim. All theft and malicious **damage** to your **property** must be reported to police within 24 hours of discovery.

If you receive a written summons or other legal process regarding a claim under the **policy**, you must send this to **us** immediately.

You must give us all the help and information necessary to settle or resist a claim against you or to help **us** take action against someone else.

If the above procedure is not followed, you will break a condition of the **policy** and **we** may not meet your claim.

You can write to Brit Global Specialty Claims Team at 249 Midsummer Boulevard, Milton Keynes, Buckinghamshire, MK9 1YA,

or

Telephone: +44 (0) 1908 302 080

Fax: +44 (0) 1908 302 351

E-mail: [Brit@crawco.co.uk](mailto:Brit@crawco.co.uk)

## Definition

These Definitions are applicable to the whole **Policy** or, where specifically stated, to the particular stated **Section** of the **Policy**. These Definitions are subject to the terms, conditions, limits and exclusions of the Policy. Wherever following words and phrases appear in the policy in **BOLD**, they will always have these meanings: The document which gives the details of the insurance cover you have and also shows that you are insured for the property listed. Company/Our/We/Us Brit Syndicate 2987 at Lloyd's as insurers or Home and Travel Limited as arrangers and administrators of your policy as the context may require.

### Accident/Accidental

---

A single, sudden and unexpected event by violent, external and visible means, which occurs at an identifiable time and place.

### Actual Value

---

The amount it would cost to repair or replace **Property Insured**, on the date of loss, with material of similar kind, condition and quality, with deduction for obsolescence and physical depreciation;

### Act of Sabotage

---

A subversive act or series of such acts committed for political, religious or ideological purposes including the intention to influence any government and, or to put the public in fear for such purposes

### Act of Terrorism

---

Solely for the purpose of Section - Terrorism, Act of Terrorism shall mean acts of persons acting on behalf of, or in connection with, any organization 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.

In respect of the rest of the **Policy**, an Act of Terrorism shall mean an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes, including the intention to influence any government and/or to put the public, or any section of the public, in fear.

### Additional Insured

---

1. The personal representatives of the **Insured** in respect of legal liability incurred by the **Insured** for which the **Insured** would have been entitled to indemnity under this **Policy** if the claim for which indemnity is sought had been made against the **Insured**;
2. The officers, committees and members of the **Insured's** canteen, social, sports and welfare organisations and first aid, fire, medical and security services in their respective capacities as such
3. Any director or partner or employee of the Insured in respect of private work undertaken by any **Person Employed** for such director or partner or employee with the prior consent of the **Insured**;

Each of whom shall as though the **Insured** be subject to the limits, terms, conditions and exclusions contained in this **Policy** so far as they can apply.

### Annual Income

---

The Income during the 12 (twelve) months immediately before the date of the **Incident**.

### Appointed Representative

---

A solicitor, barrister or other appropriately qualified person appointed to act in the name of and behalf of the **Insured** in accordance with the terms, conditions, limitations, provisos and exclusions of this **Policy**.

### Appointed Representative Expenses

---

Fees, expenses and disbursements reasonably incurred by the **Appointed Representative** with the written consent of the Claims Administrator but does not include any tax or VAT, interest or penalties demanded

assessed or required by the relevant authority or other penalty imposed by a court or tribunal.  
Aspect Enquiry means an enquiry by HM Revenue & Customs into the Insured's business self-assessment return following the issue of a formal Notice under S9A or S12AC of the Taxes Management Act 1970 or under S24 (1) Schedule 18 Finance Act 1998.

### **Auditor's Fees**

---

Necessary fees payable by the **Insured** to its auditors or professional accountants for producing such particulars or details contained in the Insured's books of account or other business documents, or such other proofs, information or evidence as may be required by the **Insurers**.

### **Awards**

---

1. Basic and Compensatory Awards made against the **Insured** by an **Employment Tribunal** or payments in settlement of such claims made with the Legal Expenses Claims Administrator's prior written consent, but Basic and Compensatory Awards shall not include;
  - a. Additional Awards,
  - b. Special Awards,
  - c. Interim Relief,
  - d. Arrears of pay,
  - e. Damages under the Equal Pay Act, or
  - f. Damages arising out of failure to comply with awards in respect of reinstatement or re-engagement;
  - g. Any fine or award of damages incurred for deliberately avoiding a payment or liability under statutory requirements;
  - h. Any redundancy payment or monies due or properly payable arising from obligations under a contract of employment, service agreement or related document incorporated into the terms of a contract of service.
2. With respect to Coverage Clause 8 Data Protection under Section Legal Expenses, 'Award' shall mean awards arising from any judgements made against it under the Data Protection Act 1998 Concerning the inaccuracy, loss, destruction or unauthorised disclosure of data.

### **Bodily Injury**

---

Injury, death, disease, illness and a nervous shock.

However, solely for the purposes of Section - Personal Accident, bodily injury shall mean

1. Injury caused by accidental, violent and visible means or
2. Injury caused by the exposure to element following a misfortune to any aircraft, vessel, or vehicle in which an Insured Person is travelling, but shall exclude any illness or disease.

### **Brit Advisory Service**

---

The 24 hour legal and taxation telephone advisory service provided by Brit in conjunction with Section Legal Expenses only.

### **Buildings**

---

1. The permanent fixed structures, situated at the **Premises**, constructed mainly of brick, stone or concrete and roofed mainly with slates, tiles, concrete, metal or asbestos unless otherwise agreed by the **Insurers**;
2. Landlord's fixtures and fittings in or on such permanent fixed structures; which are the property of or been leased to the **Insured**.

Unless more specifically insured, the following property of the Insured or for which the Insured is legally responsible shall also be included in the definition of Building(s)

- a. Annexes and Outbuildings;
- b. Conveyors, trunks, lines, wires, cables, service pipes and similar property on the Premises extending to the public mains;
- c. Walls, gates and fences,

- d. Landscaping, swimming pools, ponds, lakes, reservoirs, and other similar water features;
- e. Car parks, yards, roadways, pavements, forecourts and similar surfaces at the Premises;
- f. Security lighting, security cameras and other security or fire protection devices, affixed receiving a communication aerials, their fittings and masts fixed to the building
- g. Solar panels, wind turbines and other similar equipment used by the Insured for the generation of electricity Building(s), in no event, shall include Buildings in the course of construction.

### **Business**

---

The business of the **Insured** as stated in the **Schedule**, which shall include:

- a. The ownership, repair, maintenance and decoration of the Insured's Premises;
- b. The provision and management of child care, nursery or crèche facilities, canteen, social, sports and welfare organisations for the benefit of any **Person Employed** and first aid, fire, medical and security services;
- c. Private work undertaken by any **Person Employed** for any director, partner of the **Insured** or **Person Employed** with the prior consent of the Insured;
- d. The repair and maintenance of vehicles and plant owned and used by the **Insured**.
- e. Provision of car parking for employees and visitors
- f. Participation by the insured or any employee in trade shows, exhibitions or conferences
- g. Organisation of or participation by the insured or any employee in any charitable or fund raising events

### **Claims Manager**

---

The company stated on the **Schedule** or appointed subsequently by the **Insurers** which administers **Legal Expenses** claims on the **Insurers'** behalf and to whom any notification of a claim must be made

### **Computer Equipment**

---

- 1. Electronic, computer or other data processing and/or storage equipment
  - 2. Fixed discs interconnecting wiring and telecommunications systems;
  - 3. Projectors printers scanners and other peripheral devices used in conjunction with 1
  - 4. Software and programs licensed to the insured and installed on 1
  - 5. Laptops palmtops and notebooks
  - 6. Equipment solely used for the specific purpose of creating a suitable operating environment for the equipment mentioned in this definition including air conditioning equipment, generating equipment, voltage regulating equipment, temperature and humidity recording and controlling equipment, electronic access equipment, heat and smoke detection equipment and computer room partitioning.
  - 7. Hardware not contained within the main processing computer such as but not limited to terminals, modems, local area network cabling and infrastructure, separate storage devices and other devices that can be operated under computer control
  - 8. All current and back up computer records, excluding paper records of any description, incorporating stored programs and/or information
- being the Insured's property or leased hired or rented to the Insured and situated on the Insured Premises.

### **Computer records**

---

All current and backup computer records (excluding fixed disks and paper records of any description) incorporating stored programs and/or information stored thereon.

### **Damage**

---

Physical loss of or physical destruction of or damage to tangible **Property Insured**.

### **Debris Removal**

---

Costs and expenses necessarily and reasonably incurred by the **Insured** with the prior consent of the **Insurer** to:

- 1. Remove debris from;
  - 2. Dismantle and/or demolish;
  - 3. Shore-up or prop up;
- the portion or portions of the **Property Insured** following **Damage**.



The Insurer will not pay for any costs or expenses:

- a. Incurred in removing debris except from the site of the **Property Insured** and the area immediately adjacent to such site;
- b. Arising from pollution or contamination of property not insured by this Policy.

---

**Declared Value**

The Insured's assessment of the cost of reinstatement of the **Property Insured** arrived at in accordance with reinstatement valuations provided under the 'Basis of Settlement' clause under Conditions to Section 1 at the level of cost applying at the inception of the Period of Insurance (ignoring inflationary factors which may operate subsequently) together with allowance for, where applicable:

1. The Additional cost of reinstatement to comply with public authority requirements;
2. **Professional Fees**;
3. **Debris Removal**.

---

**Defined Perils**

**Insured Perils** listed on the **Schedule** and / or the **Certificate of Insurance** issued in respect of the insured locations.

---

**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 Attack 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.

---

**Electronic Data**

Facts, concepts and information converted to a form usable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes Programmes, Software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

---

**Estimated Income**

The amount declared by the **Insured** to the **Insurers** as representing not less than the Income which it is anticipated will be earned by the **Business** during the financial year most nearly concurrent with the **Period of Insurance** (or proportionate to a multiple thereof where the **Maximum Indemnity Period** varies from 12 (twelve) months).

---

**Excess**

The amounts as specified either in this **Policy wording** or in the **Schedule**, as applicable, that are to be deducted from any claim and which amount shall be borne by the Insured.

Under **Section 1 Property Damage**, this shall apply to each **Loss** or **Damage** at each Insured Premises separately after the application of the Average (under-insurance) Condition.

Under **Section Public Liability and Section Product Liability**, means the amounts as specified in the **Schedule**, which the Insured shall pay in respect of all **Damages**, compensation, claimant's costs, **Legal Costs** and expenses before the Insurer shall be liable to make any payment. The Excess shall apply to each Incident other than legal liability arising out of Injury unless otherwise specified in the **Schedule**.

With regards to **Section 8 Legal Expenses**, means the amount specified in the Section that the **Insured** must bear in **Legal Expenses**, **Appointed Representative Expenses**, **Awards** in respect of any one claim before the **Insurers** are liable to provide any indemnity under this **Policy**.

---

**Fungal Pathogens**

Any fungus or mycota or any by-product or type of infestation produced by such fungus or mycota including



but not limited to mould, mildew, mycotoxins, spores or any biogenic aerosols.

---

**Glass**

1. Fixed glass and mirrors in or at the **Insured Premises**;
  2. Frames or framework which require to be removed to replace the glass
  3. Window alarm foil, ornamental glass, lettering and silvering;
  4. Fixed external signs including neon signs;
- Being the property of the Insured or for which the **Insured** is responsible.

---

**Hacking**

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

---

**Hazardous Substance**

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

---

**Incident**

The event directly causing the **Loss or Damage** insured under this **Policy**. For the purpose of **Section Employers Liability, Section Public Liability and Section Product Liability, Incident** shall include the continuous or repeated injurious exposure to substantially the same general conditions, which results in accidental Injury or **Damage to Property or Nuisance**. All Incidents or series of Incidents consequent upon or attributable to one source or original cause shall be regarded as a single Incident for the purposes of this **Policy**.

---

**Income**

Money paid or payable to the **Insured** for work carried out and services rendered in course of the **Business** at the **Insured Premises**.

---

**Increased Excess**

The amount specified in **Section Legal Expenses** that the **Insured** must bear in **Legal Expenses, Appointed Representative Expenses, Awards of Compensation or Compensation Awards** in respect of Any One Claim before the Insurers are liable to provide any indemnity under this **Policy** where the **Insured** elects to appoint an **Appointed Representative** other than as suggested by the **Claims Administrator**.

---

**Indemnity Period**

The period beginning with the happening of the **Incident** and ending not later than the end of the **Maximum Indemnity Period** thereafter during which the results of the **Business** shall be affected in consequence of the **Incident**.

---

**Injury**

Bodily Injury, mental injury or mental anguish.

For the purposes of Section Legal Expenses, Injury means bodily injury or death but does not mean any sickness, disease or naturally occurring condition or degenerative process.

---

**Insured/You/Your/Yours**

The Insured as specified in the Schedule

---

**Insured Person**

Any **Person Employed**, partner or director of the Insured whose usual place of employment is at the **Insured Premises** or as otherwise specified in the **Schedule**.

---

**Insured Premises**

The location(s) as specified in the **Schedule** or in any **Endorsement(s)** used by the **Insured** solely for the purposes of the **Business**.

## **Insurer/ We/Us/Our**

Brit Syndicate 2987 at Lloyd's.

## **Intruder Alarm System**

An electrical installation to detect and indicate the presence, entry or attempted entry of an intruder into the **Insured Premises**.

## **Investigation**

1. Business Tax Investigations:  
The enquiry which takes place when HM Revenue & Customs makes a request to examine all of the business books and records and issues a formal Notice under S9A or S12AC of the Taxes Management Act 1970 or under S24 (1) Schedule 18 Finance Act 1998; or
2. Employer Compliance Disputes:  
The enquiries which take place following an expression of dissatisfaction with the Insured's PAYE, and, or NIC affairs following an employer compliance visit by HM Revenue & Customs following an expression of dissatisfaction with the Insured's P11Ds or P9Ds; or
3. IR35 Disputes:  
The enquiries which take place when HM Revenue & Customs challenges the status of a contract for services and invokes the IR35 legislation following either the issue of a Notice under S24(1) Schedule 18 Finance Act 1998 or a compliance visit by HM Revenue & Customs; or
4. VAT Disputes:  
The enquiries which take place following a written decision, assessment or statement of alleged arrears made by HM Revenue & Customs into Value Added Tax and/or Value Added Tax default surcharges and penalties for incorrect declarations.

## **Keyholder**

The Insured or any person or key-holding company authorised by the **Insured** who must be available at all times to accept notification of faults or alarm signals relating to the **Intruder Alarm System**, attend, and allow access to the **Premises**.

## **Legal Costs**

1. Costs of legal representation at:
    - A. Any coroners inquest or fatal accident inquiry in respect of any death;
    - B. Proceedings in any court arising out of any alleged breach of statutory duty resulting in any **Occurrence**; which may be the subject of indemnity under **Section Employers Liability**, **Section Public Liability** and **Section Product Liability** of this Policy;
  2. All other legal costs and expenses in relation to any **Occurrence** which may form the subject of a claim for indemnity under Section Employers Liability, Section Public Liability and Section Product Liability of this Policy;
- incurred with the written consent of the Insurer.

## **Legal Expenses**

1. Fees, expenses and disbursements including **Witness Attendance Allowance** reasonably incurred by the **Appointed Representative** with the **Claims Manager's** written consent;
2. Costs incurred by other parties to which the **Insured** is held liable in court or tribunal proceedings to pay or which the **Insured** agrees to pay with the **Claims Manager's** written consent but excluding any costs which the **Insured** may be ordered to pay by a court of criminal jurisdiction following a conviction;
3. Fees, expenses and disbursements including **Witness Attendance Allowance** reasonably incurred by the **Appointed Representative** with the written consent of the **Claims Manager** in an appeal of the judgement of a court or tribunal; However, Legal Expenses shall not include any VAT element or the equivalent in any other jurisdiction, incurred by the **Insured**, if the Insured is VAT registered.

### **Legal Expenses Claim**

---

1. A demand for money, services, retraction or correction, including the service of suit or institution of arbitration or mediation proceedings; or
2. A threat or initiation of a suit seeking injunctive relief (meaning a temporary restraining order or a preliminary or permanent injunction) or declaratory relief; or
3. A disciplinary action, regulatory **Investigation** or proceeding brought by any professional body, occupational health and safety body or regulator; or
4. The initiation of civil or criminal, extradition or disqualification proceedings; or
5. The initiation of an **Investigation** against the company named as the **Insured** in the **Schedule** or any **Subsidiary**.

### **Limit of Liability**

---

Limit of Liability specified in the Schedule in respect of any one Occurrence.

### **Loss**

---

Damages, settlements entered into with the **Insurer's** prior written consent and costs, charges and expenses (including **Pollution Defence Costs**), excluding:

- a. Punitive or exemplary damages;
- b. criminal or civil fines or penalties
- c. Taxes;
- d. Matters deemed uninsurable under the laws of England and Wales or for Insured's domiciled in Scotland, the laws of Scotland.

### **Loss of Eye**

---

Permanent and total loss of sight which will be considered as having occurred:

1. In both eyes if the **Insured Person's** name is added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist
2. In one eye if the degree of sight remaining after correction

### **Loss of Limb**

---

1. In the case of a leg or both legs, loss by the physical severance at or above the ankle or permanent and total loss of use of a complete foot or leg;
2. In the case of an arm or both arms, loss by physical severance of the four fingers at or above the Metacarpophalangeal joints (where the fingers join the palm of the hand) or permanent total loss of use of a complete arm or hand.

### **Maximum Indemnity Period**

---

The number of months as specified in the **Schedule** which is the maximum period for which indemnity will be paid in accordance with the terms and provisions of Section Business Interruption.

### **Money**

---

Money that is the property of the **Insured** or for which the **Insured** is legally responsible that is either:

1. Negotiable instruments which must be current coinage, bank and currency notes, uncrossed cheques, Giro cheques, uncrossed postal and money orders, unexpired units in franking machines, unused postage stamps, revenue stamps, National Savings and National Insurance stamps, business travel tickets, luncheon and customer redemption vouchers, trading stamps, holiday-with-pay stamps, bills of exchange, promissory notes, traveller's cheques, dividend warrants, gift tokens, sales vouchers, land registry stamps or telephone cards; or

2. Non-negotiable instruments which must be any crossed instrument being a cheque, money or postal order, traveller's cheque, Giro draft, banker's draft, National Savings Certificates, premium bonds, credit cards and reservation vouchers, VAT purchase invoices, used National Insurance stamps, stamped National Insurance cards, credit and charge card counterfoils, or stamped pension cards.

---

**Notifiable Human Infectious or Contagious Diseases**

---

The diseases notifiable under the Public Health (Control of Disease) Act 1984 or the Public Health (Infectious Diseases) Regulations 1988, or any alteration or substitutions to such regulations; namely: Acute encephalitis, Acute poliomyelitis, Anthrax, Cholera, Diphtheria, Dysentery, Food poisoning, Leprosy, Leptospirosis, Malaria, Measles, Meningitis, Meningococcal Septicaemia (without meningitis), Mumps, Ophthalmia Neonatorum, Paratyphoid fever, Plague, Rabies, Relapsing fever, Rubella, Scarlet fever, Smallpox, Tetanus, Tuberculosis, Typhoid fever, Typhus fever, Viral haemorrhagic fever, Viral hepatitis, Hepatitis A, Hepatitis B, Hepatitis C, Whooping cough and Yellow fever.

No other disease shall be added to the above list without the prior written consent of the Insurer.

---

**Nuisance**

---

Nuisance, trespass or interference with any easement, right of air, right of light, right of water or right of way.

---

**Occurrence**

---

Any one loss or series of losses consequent upon or attributable to one source or original cause.

---

**Offshore**

---

From the time of embarkation onto a conveyance at the point of final departure to any Offshore installation, including but not limited to any Offshore rig or platform, whilst on any Offshore installation or support or accommodation vessel for an Offshore installation, until disembarkation onto land upon return from such installation.

---

**Outbuildings**

---

Any building that is subsidiary to the **Building(s)**, which does not incorporate permanent foundations below ground level and which is not capable of being properly secured, including but not limited to any stable, garage, shed, hut, lean-to, greenhouse, hay loft or barn.

---

**Outstanding Debit Balances**

---

The total outstanding debit balances last recorded by the **Insured** before the date of the **Incident**, adjusted for:

1. Bad debts;
2. Amounts debited (or invoiced but not debited) and credited (including credit notes and cash not passed through the books at the time of the Incident) to customers' accounts in the period between the date to which the last record relates and the date of the Incident;
3. Any abnormal condition of trade which had or could have had a material effect on the **Business**; so that the figures thus adjusted shall represent as nearly as reasonably practicable those which would have been obtained at the date of the Incident had the Incident not occurred.

---

**Pathogenic Organism(s)**

---

Includes but is not limited to:

Fungal Pathogens, bacteria, yeasts, mildew, algae, mycotoxins or any other metabolic products, enzymes or protein secreted by the above, whether toxic or otherwise.

---

**Period of Insurance**

---

The period as stated in the **Schedule**.

---

**Permanent Total Disablement**

---

Permanent disablement entirely preventing the **Insured Person** from engaging in or attending to any occu-

pation for which the **Insured Person** is reasonably fitted by reason of education, training and/or experience.

---

**Person Employed**

1. Persons under a contract of service or apprenticeship with the Insured;
2. Labour master or labour only sub-contractor or person supplied by any of them;
3. Self employed person;
4. Persons hired to or borrowed by the Insured;
5. Persons undertaking study or work experience;
6. Persons supplied to the Insured under a contract or agreement, the terms of which deem such a person to be in the employment of the Insured;
7. Voluntary worker or temporary worker;
8. Driver or operator of plant hired by the Insured under Contractors Plant Hire Association or similar conditions while working under the control of the Insured in connection with the Business. For the purpose of Section Legal Expenses, Person Employed means an individual under a Contract of Service with the Insured.

---

**Pollutants**

Any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapour, soot, fumes, acids, alkalis, chemicals and Waste.

---

**Pollution or Contamination**

Actual discharge, seepage, migration, dispersal, release or escape of **Pollutants** at any time on to land, including building and structures thereon, atmosphere, surface water or groundwater as a direct result of the Insured's **Business** and all **Damage** or **Injury** directly or indirectly caused by such Pollution or Contamination.

---

**Premium**

The amount specified in the **Schedule**.

---

**Principal**

Any person (which expression includes any employer, firm, company, ministry or authority) who has by a contract made with the Insured engaged the Insured to perform work for them.

---

**Products**

Any commodity, article or thing including packaging, containers and labels sold, supplied, distributed, erected, repaired, altered, treated, installed, processed, manufactured or tested by or on behalf of the Insured and no longer in the possession or under the control of the Insured; but shall not include food or drink for consumption on the premises of the **Insured** or at any other premises where the **Insured** is conducting the **Business**.

---

**Professional Duty**

Contractual, tortious or fiduciary duties owed to or by the Insured to or by another company, firm or individual in connection with the provision of professional services or advice.

---

**Professional Fees**

Architects', surveyors', consulting engineers' and legal fees necessarily and reasonably incurred with the Insurers' consent in the reinstatement of the **Property Insured** directly consequent upon its **Damage** by an **Incident** insured hereby but not for the preparation of any claim.

---

**Programme(s)**

The set of instructions significant to the computer's central processor which is composed to enable a user to achieve the desired result with data input by the user.

---

**Property Insured**

The subject matter insured as specified under the 'Property insured' heading in the Schedule, but not the intellectual property pertaining thereto.

---

**Property at Exhibition**

Exhibits including the stand, its furnishings and equipment that is the property of the **Insured** or held by the **Insured** in trust for which the Insured is legally responsible whilst such property is at any exhibition or in transit to or from any exhibition including loading, temporary housing, en-route and unloading.

---

**Proposal**

Any information supplied by the **Insured** in connection with this insurance and any declaration made in connection therewith by or on behalf of the **Insured** or its agents.

---

**Rate of Gross Profit**

The Rate of Gross Profit earned on the **Turnover** during the financial year immediately before the date of the **Incident**.

---

**Rent Payable**

Rent which continues to be legally payable by the Insured whilst the **Premises** are rendered unusable as a result of **Damage** but only in respect of the period reasonably necessary for their reinstatement and not exceeding the maximum period stated in the **Schedule**.

---

**Rent Receivable**

The money paid or payable to the Insured for accommodation provided in the course of the Business at the Premises.

---

**Sanitary Fittings**

Fixed items of sanitary ware, the property of the **Insured**, or for which the **Insured** is responsible, situated within the **Premises**.

---

**Schedule**

The document titled 'Schedule' attaching to and forming part of this **Policy**.

---

**Software**

Any **Programme(s)** which is/are characterised as systems and/or application software and which is/are designed to invoke processing and/or facilitate the writing of any **Programme(s)**.

---

**Sub-Limit**

The Sub-Limit as specified in the **Schedule** which limit shall be part of and not in addition to the Sum **Insured**.

---

**Standard Rent Receivable**

The Rent Receivable during that period in the 12 (twelve) months immediately before the date of the **Incident** which corresponds with the **Indemnity Period**.

---

**Standard Income**

The **Income** during that period in the 12 (twelve) months immediately before the date of the Incident which corresponds with the **Indemnity Period**.

---

**Standard Turnover**

The **Turnover** during that period in the 12 (twelve) months immediately before the date of the **Incident** which corresponds with the **Indemnity Period**.

---

**Stock in Trade**

Stock and materials in trade contained within **Buildings** on the **Premises**, including finished stock and work in progress, the property of the **Insured** and goods in trust for which the **Insured** is responsible, and goods the property of customers in the insured's custody or control for the purposes of the insured's business.



### **Subsidiary**

Any entity of which the **Insured** either owns more than 50% of the voting rights or owns more than 50% of total issued share capital.

### **Successful**

In the **Claims Manager's** opinion, the **Insured** is more likely than not to:

1. Be successful in the defence of any claim; or
2. Recover damages or other remedy; or
3. Be successful in the appeal of any judgement; or
4. Recover more than 50% of the Insured's Legal Expenses.

### **Sum in Dispute**

The sum in dispute between the **Insured** and a Contracting Party.

### **Sum Insured**

The Sum Insured as stated in the **Schedule** applicable to the particular item or the limit per location as per the details lodged with the **Insurer**.

### **Temporary Total Disablement**

Temporary disablement entirely preventing the **Insured Person** from engaging in or attending to their usual occupation.

### **Tenants Improvements**

Improvements and interior decorations made to the Shop or **Insured Premises** which the **Insured** owns or is responsible for.

### **Territorial Limits**

In respect of Section Employers Liability, Section Public Liability and Section Product Liability, cover is extended to include member states of the European Union and EFTA and including Iceland, Norway, Switzerland and Lichtenstein.

In accordance to the rest of the **Policy**, means United Kingdom unless expressly stated to the contrary in any Section of this **Policy**.

### **Transit**

The period during which the **Insured Goods** are being:

1. Conveyed by or temporarily housed in or upon a vehicle or trailer owned, operated by or hired out to with the **Insured**;
2. Conveyed by or in the charge of a carrier for the purpose of transportation by the carrier;
3. Conveyed by any other means of transit stated in the Schedule;
4. Loaded onto or unloaded from the means of conveyance described in a, b or c above; anywhere within the Territorial Limits, including sea and air transits therein.

### **Turnover**

The money paid or payable to the Insured for goods sold and delivered and for services rendered in the course of the **Business** at the **Premises**.

### **Unattended**

Not under the direct supervision of an authorised person who is either inside or within 2 (two) metres of the vehicle.

### **Uninsured Working Expenses**

Sums as stated in the **Schedule**.

### **United Kingdom**

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



### **Unlawful Association**

---

Any organisation which is engaged in **Terrorism** and includes an organisation which at any time is a proscribed organisation within the meaning of the Northern Ireland (Emergency Provisions) Act 1973 or any amendment thereto.

### **Unoccupied**

---

Closed for **Business** or not occupied for its usual **Business** purposes, for any period of more than 30 (thirty) consecutive days.

### **Vehicle**

---

Any vehicle including a caravan or trailer constructed to be towed by such a vehicle on the public highway, which is owned by the **Insured** or leased to the **Insured** other than one used in connection with racing and/or rallies and/or competition of any kind.

### **Virus or Similar Mechanism**

---

Any **Programme** code, programming instruction or any set of instructions intentionally constructed with the ability to damage, interfere with or otherwise adversely affect any computer **Programme(s)**, data files or operations, whether involving self-replication or not. Virus or Similar Mechanism includes but is not limited to trojan horses, worms and logic bombs.

### **War**

---

War, invasion, acts of foreign enemies, hostile or warlike operations (whether war be declared or not), civil war, mutiny, revolution, rebellion, insurrection, uprising, military or usurped power or confiscation by order of any public authority or government de jure or de facto or martial law.

### **Waste**

---

All waste including materials to be recycled, reconditioned or reclaimed.

### **Witness Attendance Allowance**

---

Costs at the scale provided for in this policy when any director, partner or **Employee** of the **Insured** is absent from work consequent upon attending a court or tribunal hearing of a claim to which the Claims Administrator has given written consent under this Policy.

## General Insuring Clause

This Office Insurance Policy Contract is underwritten by the **Insurer** in consideration of the payment of premium. The **Insurer** agrees to provide insurance in accordance with the terms and conditions of this Policy during the **Period of Insurance**, based on all written information provided and representations made by or on behalf of the Insured in the application of this insurance, which shall include but not be limited to the proposal form and all written materials provided in support thereof.

Where insurance is provided by more than one insurer, the insurers' obligations under this **Policy** in accordance with the terms and conditions contained herein or endorsed hereon, are several and not joint. The insurers are limited solely to the extent of their individual subscriptions and are not jointly liable for the proportion of any co-subscribing insurer who for any reason do not satisfy all or part of its obligations.

This Policy, the Market Reform Contract, any Endorsements or Memoranda, including any documents issued in addition or substitution thereof, shall be considered one document and shall embody the legal agreement between the Insured and the Insurer. Any word or expression to which a specific meaning is attached shall bear such meaning wherever it appears.

## Insured Perils

(Applicable only if listed on the Schedule or the Certificate of Insurance)

The **Insurer** will insure against **Damage** caused by the following Insured perils only if listed on the **Schedule** or the **Certificate of Insurance** for the insured location as a **Defined Peril**.

1. Accidental Damage
2. Aircraft or other aerial devices or articles dropped or falling therefrom;
3. Breakage or collapse of aerials or their fittings or mast
4. Earthquake;
5. Escape of water from any tank, apparatus or pipe
6. Escape of oil from a fixed oil fired heating installation
7. Explosion;
8. Fire (including subterranean fire and caused by spontaneous heating or fermentation), lightning, explosion of boilers or gas used for domestic purposes only;
9. Flood;
10. Impact with the Building by any vehicle, falling tree branches or animal;
11. Malicious persons;
12. Riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances;
13. Storm;
14. Subsidence, ground heave and landslip;
15. Theft.

## Section 1 - Property Damage

### Insuring Clause

The Insurer will indemnify the Insured against **Damage** to the **Property Insured** detailed below, provided that such **Damage**

1. Occurs during the **Period of Insurance**; and
2. Is caused by a **Defined Peri** ; and
3. Occurs to property of the Insured or for which the Insured is legally responsible whilst at the **Insured Premises**; subject always to the Excess(es) and the limits, terms, conditions and exclusions of this Section and the **Policy**.

### Property Insured

This Section shall not apply to the policy unless specified as INSURED in the Schedule

#### Item 1 - Office content

**Contents** within the **Insured Premises** all belonging to the **Insured** or for which the **Insured** is responsible including:

- a. Landlords fixtures and fittings tenants improvements and interior decorations except to the extent otherwise insured;
- b. plans, deeds, briefs, manuscripts, books, documents and office records for an amount not exceeding the limit specified in the **Schedule**;
- c. Computer discs and tapes for an amount not exceeding the limit specified in the **Schedule**;
- d. Personal effects for an amount not exceeding the limit specified in the **Schedule**;
- e. Wines, spirits, cigarettes and tobacco held for entertainment purposes for an amount not exceeding the limit specified in the **Schedule**;
- f. Works of art, rare books, sculptures, curios and collections for an amount not exceeding the limit specified in the **Schedule**; excluding vehicles licensed for road use (and their accessories) and property described in the following Items 2 , 3, 4 and 5.

**Item 2 - Computers** and ancillary equipment situated within the **Insured Premises** owned by the **Insured** or for which the **Insured** is responsible

**Item 3 - Stock and trade samples** within the **Insured Premises** owned by the **Insured** or for which the **Insured** is responsible

**Item 4 - Refrigerated drugs and medicines** within the **Insured** premises owned by the **Insured** or for which the **Insured** is responsible

**Item 5 - Refrigerated contents** excluding the drugs and medicines described in Item 4 above, owned by the **Insured** or for which the **Insured** is responsible, contained within the **Buildings** at the **Insured Premises** and pertaining to the **Business** excluding such property otherwise insured, money, merchandise, gold and silver articles, plate jewellery and furs.

### Limit of Liability

The liability of the **Insurer** under this Section including the extensions to the Section shall not exceed the **Sum Insured** or, in respect of any individual extensions, the Sub-Limit, subject to any other limit of liability as specified herein or in the **Schedule**.

## Extensions to Section 1

Unless otherwise stated in the **Schedule** the following Extensions shall apply, subject always to the limits, terms, conditions and exclusions of this Section and the **Policy**.

### 1. Deterioration of Stock

The insurance of **Stock in Trade** extends to include **Damage** to foodstuffs or other **Stock in Trade** contained in refrigeration cabinets or compartments at the Insured Premises, by deterioration or putrefaction caused by:

- a. Rise or fall in the temperature as a result of breakdown, stoppage or failure from any inherent cause of the said appliance;
- b. action of refrigerant fumes escaping from the said appliance;
- c. Loss of refrigerant;
- d. Failure of the public supply of electricity and/or gas due to any cause not following the deliberate act of the supply authority or the exercise of such authority of its power to withhold or restrict supply.

Provided that this Extension is subject to the following:

- i. It is a condition that any refrigeration cabinet or compartment more than 10 (ten) years old shall be maintained under contract with a recognised refrigeration engineer, unless specifically stated to the contrary by **Endorsement** in the **Schedule**;
- ii. The maximum liability of the **Insurers** in respect of this Extension shall not exceed the **Sub-Limit** stated in the **Schedule**.

### 2. European Union and Public Authorities

The **Insurer** agrees to pay the additional cost of reinstatement of the lost, destroyed or Damaged **Property Insured** incurred by the **Insured** solely to comply with mandatory:

- a. European Union legislation; or
- b. Building or other Regulations under or framed in pursuance of any Act of Parliament or with Bye Laws of any municipal or local authority or other Codes of Practice; in respect of the lost, destroyed or damaged **Property Insured** and undamaged portions thereof provided always that the amount recoverable under this Extension shall not include:
  - i. The cost incurred in complying with such Regulations, Bye Laws and Directives:
    - a. In respect of **Damage** occurring prior to inception of this **Policy**;
    - b. In respect of **Damage** not insured under this **Policy**;
    - c. Under which notice has been served upon the **Insured** prior to the happening of the **Damage**;
    - d. For which there is an existing requirement which has to be implemented within a given period;
  - ii. The additional cost that would have been required to make good the property lost, damaged or destroyed to a condition equal to its condition when new had the necessity to comply with any of the aforesaid Regulations, Bye Laws and Directives not arisen;
  - iii. The amount of any rate, tax, duty, development or other charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the owner thereof by reason of compliance with any of the aforesaid such Regulations, Bye Laws and Directives.

Provided that:

- a. The work of reinstatement must be commenced and carried out with reasonable despatch and in any case must be completed within 12 (twelve) months after the **Damage**, or within such further time as the **Insurer** may (during the said 12 (twelve) months) in writing allow and may be carried out wholly or partially upon another site (if the aforesaid such Regulations, Bye Laws and Directives so necessitate) subject to the liability of the Insurer under this Extension not being thereby increased;
- b. If the liability of the **Insurer** under any item of **Property Insured** in the **Schedule**, apart from this Extension, is reduced by the application of any of the terms and conditions of this **Policy** then, the liability of the **Insurer** under this Extension in respect of any such item of **Property Insured** shall be reduced in like proportion;
- c. The total amount recoverable under any item of the **Property Insured** shall not exceed:
  - i. In respect of undamaged portions of **Property Insured** (other than foundations) – 15% (fifteen percent) of the total amount for which the **Insurer** would have been liable for with respect to that item of **Property Insured**, had the **Insured Premises** where the **Damage** occurred, been wholly destroyed;
  - ii. The indemnity provided by this clause shall be part of and not in addition to the **Sum Insured** specified in the **Schedule**;
- d. All the terms, limits, exclusions and conditions of this Section and the **Policy** except in so far as they may be hereby expressly varied shall apply as if they had been incorporated herein.

### 3. Exhibitions

The insurance of **Contents** and **Stock in Trade** is extended to include cover for **Damage** insured under this **Policy** to **Property** at Exhibitions anywhere in the world provided that the maximum liability of the Insurers does not exceeding the Sub-Limit stated in the **Schedule**.

### 4. Goods in Transit (This cover shall only apply if specified as 'INSURED in the Schedule)

The **Insurers** shall indemnify the **Insured** against loss of, destruction of or **Damage** occurring during the **Period of Insurance**, to the goods and tools that are incidental to the **Insured's Business** or to property held in trust for which the **Insured** is responsible, whilst in **Transit** anywhere within the **Territorial limits** provided that.

- a. The **Insurer's** liability under shall not exceed the Sub- Limit stated in the **Schedule**;
- b. Unless an ancillary part of the **Insured's Business** this extension does not cover, except if otherwise specified in the **Schedule**:
  - i. Jewellery, watches, precious metals and stones, furs and clothing;
  - ii. Money, deeds and other documents;
  - iii. Death or injury to animals or other living creatures;
  - iv. Dangerous goods as defined in the current standard conditions of the Road Haulage Association (including but not limited to explosives, acids, chemicals and gases);
  - v. **Damage** due to natural deterioration;
  - vi. Any consequential or indirect **Damage** due to delay;

vii. Property temporarily removed from the **Insured's Premises** for cleaning, renovation, repair or similar purposes.

c. It is a condition precedent to the **Insurer's** liability under this extension that:

i. With regards to overnight garaging of the **Transit** vehicles, while left unattended between the hours of 21.00 and 06.00 such vehicle, trailer or semi-trailer must be securely locked at all points of access and garaged in enclosed premises which are securely locked or have a watchman in constant attendance; and

ii. As regards other times of each day, any vehicle, trailer or semi-trailer which is left unattended which is laid up temporarily stored in any garage or similar premises must have all points of access securely locked; or

iii. Where it is not possible to keep the vehicle in a locked building or compound outside business hours, provided that the security precautions set out in (a) above are complied with insurers will indemnify the insured in respect of losses of Goods in Transit up to a maximum of GBP10,000 any one loss.

d. No claim shall be payable by the **Insurers** for which no proof of dispatch is provided.

e. The **Insured** shall maintain their vehicles in a roadworthy condition.

## 5. Index Linking

With respect to **Property Insured**, the **Sums Insured** will be increased automatically throughout the **Period of Insurance** in line with the Retail Price Index (or some other suitable index as the Insurers may decide upon).

In the event of loss the **Sums Insured** will continue to be adjusted in accordance with fluctuations in the indices during the period necessary for completion of repair or reinstatement provided that repair or reinstatement is carried out without unreasonable delay. At each renewal the **Premium** will be calculated on the revised **Sum Insured**.

## 6. Landscaped Grounds

It is agreed that the insurance by this Section extends to include the costs necessarily and reasonably incurred by the **Insured** in making good the landscaped grounds of the **Insured Premises Damaged** by the fire brigade or any other emergency service in consequence of **Damage to Property Insured**. The **Insurer's** liability under this extension is limited to the Sub-Limit specified in the **Schedule**.

## 7. Loss of Metered Water

This Section extends to include cover for additional metered water charges incurred by the **Insured** as a result of **Damage** insured hereby, at the **Insured Premises** during the **Period of Insurance**. The **Insurer** shall not be liable for any such charges incurred by the **Insured** in respect of any **Unoccupied Building(s)**.

The basis upon which the amount payable is to be calculated shall be the amount of water charges for the period during which **Damage** occurs, less the charge made to the Insured for the corresponding period in the preceding year, adjusted for changes in suppliers' charges and for variations affecting water consumption of the **Insured** during the intervening period. The **Insurer's** liability under this extension is limited to the Sub-Limit specified in the **Schedule**.

## 8. Money

a. The **Insurers** shall pay for the loss of current coinage and the other negotiable instruments listed in paragraph 1 of the General Definition of Money up to the Limits of Liability as stated in the **Schedule**, which

are held by the **Insured** in connection with the **Business** by any cause not otherwise excluded, whilst:

- i. In transit within the **Territorial Limits** or in any bank night safe; or
- ii. In the personal custody of the Insured or an authorised **Person Employed** in their private dwelling or in transit between such dwelling and the **Premises** and/or as otherwise stated in the **Schedule**; or
- iii. In the **Insured Premises** during **Business Hours**;
- iv. In a locked safe within the **Insured Premises** when outside **Business Hours**, provided the keys or any record of the safe combination are daily removed from the **Premises** and held in the personal custody of an authorised **Insured Person**;
- v. On the **Insured Premises** outside **Business Hours** in a locked safe;
- vi. On the **Insured Premises** outside **Business Hours** but not in a locked safe;

occurring during the **Period of Insurance**.

b. The **Insurers** shall also indemnify the **Insured** for loss of crossed cheques and the other non-negotiable instruments listed in the definition of **Money** held in connection with the **Business**, whilst within the **Territorial Limits** provided that the **Insurer's** liability shall not exceed the Sub Limit specified in the **Schedule**;

c. It is a condition to **Insurer's** liability under this clause that:

- i. Money in transit in excess of GBP2,500 any one transit, must be accompanied in accordance with the amounts and number of persons detailed as follows, unless varied by Endorsement in the **Schedule**:

Amount in Transit	Minimum Accompaniment
GBP2,501 to GBP5,000	by at least 2 able bodied persons unless by direct transit by taxi or private car to/from any bank to the insured's premises, when the money shall be accompanied by at least 1 person
GBP5,001 to GBP7,500	by at least 3 able bodied persons
GBP7,501 and over	by an independent specialist security company carrier.

The **keys** and/or combination codes to the safes are not left on the **Insured Premises** unless the **Insured Premises** are still being attended by the **Insured** or the **Insured's** authorised **Person Employed**. Where the **Insured** or the **Insured's** authorised **Person Employed** are in **Insured Premises**, it is a condition that the combination codes are deposited in a secure place not in the vicinity of the safe.

d. This extension excludes and does not cover loss or **Damage to Money**;

- i. Caused by fraud or dishonesty of any **Insured Person** or members of their families or households unless such loss or **Damage** is discovered within 14 (fourteen) days of the **Incident**;
- ii. Due to shortages from accounting, clerical, other error or omission, mysterious or unexplained disappearances, depreciation in value, counterfeit money or dishonoured cheques;
- iii. From any locked container or safe within the **Insured Premises** outside of **Business Hours** unless all keys, duplicate keys and combination codes to safes, strongrooms, cash boxes, drawers or filing cabinets from which **Money** is capable of being taken is removed from the **Insured Premises**.



es daily by the **Insured** or the authorised representative of the **Insured** and retained in their custody;

iv. From an Unattended vehicle or **Money** the property of the Post Office

## 9. Personal Accident

- a. If, as a result of a Assault or attempt thereat by any person(s) stealing or attempting to steal Money insured by this Section, any **Insured** person, whilst engaged in the **Insured's Business**, sustains death or bodily injury of the nature provided in the Table of Benefits below during the **Period of Insurance**, then the **Insurer** will reimburse the **Insured** in respect of payment to such person or his/her legal representative as the case may be, of the amount not exceeding the compensation stated in the Table of Benefits hereunder .

### Table of Benefit

If bodily injury shall be the sole and immediate cause of:

Benefi	Limit
I. Death	GBP 10,000
II. Loss of Limb and/or Loss of Eye	GBP 10,000
III. Permanent total disablement inability to attend to any occupation or business	GBP 10,000
IV. Temporary total disablement inability of the insured to attend usual occupation	The Insured's normal weekly wage or salary not exceeding GBP 100 per week

Provided always that:

- i. No Benefit shall be payable until the entire amount thereof has been ascertained and agreed
  - ii. The **Insurer** shall not be liable to pay benefit in respect of Benefit iv) – 'Temporary total inability of the **Insured** to attend **Usual Occupation**' for a period longer than 104 weeks in respect of any one accident.
  - iii. If the **Insurer** is satisfied that the inability is permanent. Benefit iii) – 'Permanent total inability attend to any occupation or business' shall become payable when Benefit iv) is exhausted. In n other event shall the **Insurer** be liable to pay more than one benefit i respect of the same accident. In no case shall more than one Benefit be payable in respect of the same period of time
  - iv. Benefit shall only be payable provided death or loss occurs or disablement commences within 2 months of the date of injury.
- b. If the **Insured** or an **Insured Person**, as a result of a malicious attack, hold up, robbery or Assault or attempt thereat, sustains loss or **Damage** to clothing or personal effects, the **Insurer** will indemnify the **Insured** to the extent of the loss or damage so sustained or for payments made by the Insured to the **Insured Person** or his/her legal representative in respect of such loss or **Damage**, but not exceeding the Sub Limit specified in the **Schedule**.

## 10. Rent Payable

If Rent Payable is specified as 'Insured in the **Schedule**, then,

- a. If any **Building** leased or rented by the **Insured** becomes uninhabitable or unusable as a result of **Damage** covered under this Section; and
- b. the **Insured** is required under the lease or rental agreement to continue to pay the **Rent Payable**,

the **Insurer** will indemnify the **Insured** for either:

- i. The actual **Rent Payable** for the unexpired term of the lease or, if **Building** is wholly uninhabitable or unusable, until such time that the **Building** is repaired to a condition fit for habitation; or
- ii. The proportion of the **Rent Payable** applicable to the uninhabitable or unusable part of the **Building** that would otherwise be occupied by the **Insured** if the **Building** is only partially uninhabitable or unusable.

Provided that the **Insurer** shall not be liable for:

- iii. Any amount for **Rent Payable** payable beyond the **Indemnity Period** stated in the **Schedule**; and
- iv. Any amount in Excess of the sum insured in respect of **Rent Payable**.

## 11. Replacement of Locks

This Section extends to include costs incurred by the **Insured** as a result of the necessary replacement of locks or changing of alarm codes, if any of the key to or accesses codes of the **Insured** premises are accidentally lost or stolen from the **Insured Premises** or from the homes of principals, partners, directors or authorised persons **Employed** provided that.

- a. The keys or the access codes are capable of being easily identified as keys/access codes to the **Insured Premises**,
- b. If such keys relate to a safe or strong-room, they shall not be left on the **Insured Premises** outside the **Insured's** normal business hours.

The liability of the **Insurer** under this extension shall not exceed the Sub-Limit specified in the **Schedule**.

## 12. Signs

The **Insurer** will indemnify the **Insured** for **Damage** to signs up to the amount specified in the **Schedule**.

## 13. Temporary Removal Computer Records

The **Contents** insurance under this Section extends to cover of **Computer Records** whilst temporarily removed to any premises, not being the **Insured's Premises** or premises in the **Insured's** occupation, including whilst in transit thereto and there-from, all within the United Kingdom provided that the **Insurer's** liability under this Extension is limited to an amount not exceeding the Sub-Limit specified in **Schedule**.

## 14. Temporary Removal of Documents

Deeds and other documents (including stamps thereon), manuscripts, plans and writings of every description and books (written and printed) are insured whilst temporarily removed to any premises, not being the **Insured's Premises** or premises in the **Insured's** occupation, including in transit thereto and therefrom all within the United Kingdom provided that the **Insurer's** liability under this Extension is limited to an amount not exceeding the Sub-Limit specified in **Schedule**.

## Conditions to Section 1

### 1. Alarms Appliances

It is a condition precedent that the **Insured** ensure the following:

- a. The **Insured Premises** are protected by an intruder alarm system designed installed and maintained to British Standard BS4737 or EN50131 including where stipulated by the Insurer or the local Police

- b. The intruder alarm installation and maintenance company must be both:
  - i. A member of an alarm inspectorate which is accredited by UKAS to EN45011 or EN45012; and
  - ii. Accredited and operate a quality management system in accordance with EN ISO 9000;
- c. The intruder alarm system shall be maintained in full and efficient working order under a contract to provide both corrective and preventive maintenance as per the requirements of the British Standard BS4737 or EN50131 where the installing company or such other company as agreed with the Insurer;
- d. Where remote alarm signalling is required the signal transmission must be transmitted to an alarm receiving centre fully compliant with BS5979:2000 and operated by a company accredited and operating to a quality management system in accordance with EN ISO 9000;
- e. No alteration to or substitution of:
  - i. Any part of the intruder alarm system;
  - ii. The maintenance contract;
  - iii. The structure of the premises or changes to the layout of the premises which would affect the effectiveness of the intruder alarm system;
  - iv. The procedures agreed with the insurer for Police or any other response to any activation of the intruder alarm system be made without the written agreement of the Insurer;
- f. The alarmed **Insured Premises** shall not be left unattended without the agreement of the **Insurer**:
  - i. Unless the intruder alarm system is set in its entirety with the means of communication used to transmit signals (including both alarm transmission systems for dual signalling systems) in full operation;
  - ii. if the Police have withdrawn their response to alarm activations;
- g. The **Insured** shall maintain the secrecy of codes for the operation of the intruder alarm system and detail of such codes and all keys to the intruder alarm system shall be removed from the Insured Premises when left unattended;
- h. The **Insured** shall appoint at least two key-holders and lodge written details (which must be kept up to date) with the alarm company and either the Police or the alarm receiving centre;
  - i. In the event of notification of any activation of the intruder alarm system or interruption of means of communication including one or both alarm transmission systems in respect of dual signalling systems during any period the intruder alarm system is set a key holder shall attend the premises as soon as reasonably possible;
- j. In the event of the **Insured** receiving any notification
  - i. The Police attendance in response to alarm signals/calls from the intruder alarm system may be withdrawn or the level of response reduced or delayed;
  - ii. From a Local Authority or Magistrate imposing any requirement for abatement of nuisance;
  - iii. That the intruder alarm system cannot be returned to or maintained in full working order the **insured** shall advise the **insurer** as soon as possible and comply with any subsequent requirements

stipulated by the **insurer**.

## 2. Average

- a. The **Sums Insured** declared in respect of the **Property Insured** specified in the **Schedule**, are separately subject to the following condition of Average:

If at the time of reinstatement the sum representing 85% (eighty five percent) of the cost which would have been incurred by the **Insured** in reinstatement if the whole of that item of **Property Insured** had been destroyed, exceeds the **Sum Insured** with respect to that item, at the commencement of the **Damage**, then the **Insured** shall be considered as being their own **Insurer** for the difference between the **Sum Insured** and the sum representing the cost of reinstatement of the whole of that item of the **Property Insured** and shall bear a rateable proportion of the loss accordingly.

- b. With respect to each item of the **Property Insured** for which Day One Basis (Non Adjustable) is applicable and the premium is calculated on the basis of the **Declared Values** provided by the **Insured** at the inception of the **Period of Insurance**, the following condition of Average shall apply:

If at the time of **Damage** the **Declared Value** of the item of **Property Insured** covered is less than the cost of reinstatement (as defined under the 'Basis of Settlement' clause) at the inception of the **Period of Insurance** then the **Insurer's** liability for any **Damage** hereby insured shall be limited to that proportion thereof which the **Declared Value** bears to the cost of reinstatement.

- c. Where the item of **Property Insured** has the **Actual Value** applied, then the following condition of Average shall apply:

If, at the time of **Damage**, the **Actual Value** of the item of **Property Insured** exceeds the **Sum Insured**, then the **Insured** shall be considered as being their own **Insurer** for the difference between the **Sum Insured** and the sum representing the cost of reinstatement of the whole of the **Property Insured** and shall bear a rateable proportion of the loss accordingly.

## 3. Basis of Settlement

In the event of **Damage** insured under this Section, the basis of reinstatement of the **Property Insured** shall be as follows:

Property Insured	Basis of Settlement
A. Documents	Value blank plus the cost of copying information from back-up or from originals of a previous generation. These costs will not include research, engineering or any costs of restoring or recreating lost information
B. Gold, silver, jewellery, precious stones, works of art, rare books, sculptures, curios and collections	The lesser of: I. The reasonable cost to repair or restore such property to the physical condition that existed on the date of the Incident; or II. The replacement cost or market value of the article the property at the time of the loss, III. The original acquisition cost; IV. The value, if any, stated in the Schedule with regard to the specific article

C. Electronic Data	<p>I. If the medium containing the Electronic Data can be repaired, replaced or restored, the cost to repair, replace or restore the medium to the condition that existed immediately prior to the Damage, including the cost of reproducing any Electronic Data contained thereon. Such cost of reproduction shall include all reasonable and necessary amounts in recreating, gathering and assembling such electronic data.</p> <p>II. If the medium cannot be repaired, replaced or restored, the cost of the blank media.</p>
D. <b>Property of Persons Employed</b> , directors or visitors	<p>The lesser of:</p> <p>I. The cost of repairing the item; or</p> <p>II. The cost of replacing the item(s) as new.</p>
E. Motor vehicles or motor chassis	<b>Actual value</b>
F. All other <b>Property Insured</b>	<p>I. Where the <b>Property Insured</b> is destroyed</p> <p>a. In case of a Building(s), the cost of rebuilding of the property</p> <p>b. In the case of other property, cost of replacement with similar property,</p> <p>II. Where the <b>Property Insured</b> is <b>Damaged</b>, the cost of repair or restoration of the <b>Damaged</b> property or part thereof. The repair, rebuilding or replacement should be to a condition and quality equal to but not better or more extensive than its condition when new;</p>

#### 4. Basis of Settlement Conditions

- a. Where the **Insurer** agrees or is required to reinstate or replace any **Property Insured**, the **Insured** will, at its own expense, produce and give to the **Insurer** all such plans, documents, books and information as the **Insurer** may require for the reinstatement or replacement.
- b. If the **Insured** requests and the **Insurer** agrees not to repair or reinstate any **Property Insured**, then the **Insurer's** liability shall be limited to the **Actual Value** of the damaged **Property Insured**. It is to be noted that the option to not to repair or reinstate, shall be at the sole discretion of the **Insurer**.
- c. When any **Property Insured** is partly damaged or destroyed, the **Insurer's** liability shall not exceed the sum representing the cost that the **Insurers** could have been called upon to pay for reinstatement if such property had been wholly destroyed.
- d. Where any computer or data processing equipment is replaced any improvement in performance or capacity consequent upon the replacement of such equipment with modern items shall not be regarded as 'betterment' for the purposes of this clause.

#### 5. Computer Records

It is a condition that the **Insured** shall maintain back-up Computer Records and Software taken at intervals no less frequently than every day, one copy as a minimum being held off site unless backup is done remotely to an off site location.

#### 6. Day One Basis (Non Adjustable) Extension

If stated as 'Insured' under Section 1 of the Schedule, Day One Basis (Non Adjustable) shall apply to the **Property Insured**.

- a. The **Insured** having stated in writing the **Declared Value** of the **Property Insured**, the **Insurer** agrees to calculate the premium on the stated **Declared Value** provided by the **Insured**.
- b. At the inception of the **Period of Insurance** and at every renewal thereafter, the **Insured** shall notify the **Insurer** of the **Declared Value** of each item of the **Property Insured**. Where such declaration is not provided by the **Insured** or is unavailable, the last amount declared by the **Insured** shall be taken as the

**Declared Value** for the ensuing **Period of Insurance**.

- c. All claims will be settled without deduction in respect of any increases in the **Declared Value** at risk between the cover date and the time of the **Damage** provided that:
- i) the **Declared Value** at the inception of this insurance is not less than the cost of reinstatement at inception;
  - ii) revised **Declared Values** are provided by the **Insured** annually at renewal failing which the **Insurer's** liability for any loss will be limited to the proportion of the loss that the **Declared Value** at inception bears to the cost of reinstatement at inception.

This Section shall not apply to the policy unless specified as **INSURED** in the Schedule

## Section 2 - Buildings

### Insuring Clause

#### 1. Buildings

The **Insurer** will indemnify the **Insured** against **Damage** to the **Buildings**, provided that such **Damage**

- a. **Occurs** during the **Period of Insurance**; and
- b. is caused by a **Defined Peri** ; and
- c. **Occurs** to property of the Insured or for which the **Insured** is legally responsible whilst at the **Insured Premises**; subject always to the **Excess(s)** and the limits, terms, conditions and exclusions of this Section and the **Policy**.

#### 2. Tenant Improvements

If specified as 'INSURED' in the **Schedule**, for the purpose of this Section, the definition of **Buildings** shall be deemed to include tenants' improvements, alterations and decorations at the **Insured Premises**.

#### Limit of Liability

The liability of the **Insurer** under this Section including the extensions to the Section shall not exceed the **Sum Insured** or, in respect of any individual extensions, the Sub-Limit, subject to any other limit of liability as specified herein or in the **Schedule**.

#### Extensions to Section 2

Unless otherwise stated in the **Schedule** the following Extensions shall apply, subject always to the limits, terms, conditions and exclusions of this Section and the **Policy**.

##### 1. Glass breakage (This cover shall only apply if specified as 'INSURED' in the Schedule)

For the purposes of this extension, breakage shall mean the **Accidental** fracture of the **Glass** extending through the entire thickness thereof.

- a. The **Insurer** shall, at the **Insurer's** option, repair, replace, reinstate or pay the costs of repair or replacement of **Glass** fixed on the **Insured Premises** with **Glass** of similar quality, in the event of its breakage or scratching by any cause not otherwise excluded in this **Policy** provided that the **Insurer's** liability under this extension shall not exceed the Sub-Limit specified in the **Schedule**.
- b. This Section is extended to cover the following up to the Sub-Limits specified in the **Schedule**:
  - i. Repair of **Damage** to window frames or framework to the **Glass** as a result of breakage and the cost of removal or replacement of fixtures and fittings in the course of replacement of **Glass**;
  - ii. for the cost of necessary boarding-up and the provision of a temporary door, consequent upon the breakage of **Glass**
  - iii. **Damage** to lettering and art work on the **Glass**.
- c. The **Insurers** will not indemnify the Insured for:
  - i. Breakage arising directly from alteration to or repair or restoration of the **Premises**;
  - ii. Breakage of **Glass**:
    - a) already damaged at inception of the **Period of Insurance**;



- b) forming part of the **Insured's Stock in Trade**;
- iii. chipping of **Glass**;
- iv. Breakage to insecurely fixed **Glass**;
- v. Breakage caused by wear and tear, any gradually operating cause or the costs of maintenance;
- vi. Breakage in respect of any **Unoccupied Insured Premises**;
- vii. Breakage of bulbs or tubes
- viii. Breakage caused by mechanical or electrical breakdown or the application of electrical energy;
- ix. Any costs in excess of the **Sum Insured** specified in the **Schedule** and is limited to the replacement value of the **Glass** at the time of the breakage.

## 2. Sanitary Fittings

The **Insurer** shall, at the **Insurer's** option, repair, replace, reinstate or pay the costs of repair or replacement of Sanitary Fittings with Sanitary Fittings of similar quality, in the event of its breakage as a direct result of a **Defined Peri** .

The **Insurers** will not indemnify the **Insured** for:

- i. Breakage arising directly from alteration to or repair or restoration of the **Premises**;
- ii. Breakage of Sanitary Fittings:
  - a) already damaged at inception of the **Period of Insurance**;
  - b) forming part of the **Insured's Stock in Trade**;
- iii. scratching or chipping of Sanitary Fittings;
- iv. Breakage caused by wear and tear, any gradually operating cause or the costs of maintenance;
- v. Breakage in respect of any **Unoccupied** building;
- vi. Breakage caused by mechanical or electrical breakdown or the application of electrical energy;
- vii. Any costs in excess of the Sub-Limit specified in the **Schedule** and is limited to the replacement value of the Sanitary Fittings at the time of the Breakage.

## 3. Theft of fabric of Building

The **Insurer** will indemnify the **Insured** for **Damage** to the **Building** during the **Period of Insurance**, arising from:

- a. Theft or attempted theft involving forcible and violent entry to or exit from **Buildings** at the **Insured Premises**; or
- b. Theft of any part of the fabric of the **Buildings** whether or not there has been forcible and violent entry. Provided that:
  - i. The **Insurer** shall not be liable for any **Damage** to **Buildings** which is **Unoccupied** or not in use; and
  - ii. The liability of the **Insurer** under this Extension shall not exceed the **Sum Insured** for **Buildings**

specified in the **Schedule**, arising out of any one **Occurrence**; and

iii. If such **Damage** is insured elsewhere, no liability shall be admitted by the **Insurer** under this extension.

#### 4. Trace and Access

In the event of **Damage** during the **Period of Insurance** arising from escape of water or fuel oil from any tank, apparatus or pipe, the **Insurers** agree to indemnify the **Insured** in respect of

- a. Costs necessarily and reasonably incurred by the **Insured** in locating the source of such **Damage**, and
- b. in making good **Damage** caused as a consequence of locating such source;

Provided that the **Insurer's** liability under this extension is limited to the Sub-Limit stated in the **Schedule**.

### Conditions to Section 2

#### 1. Average

- a. The **Sums Insured** declared in respect of **Building(s)** specified in the **Schedule**, are separately subject to the following condition of Average:

If at the time of reinstatement the sum representing 85% (eighty five percent) of the cost which would have been incurred by the **Insured** in reinstatement if the whole of the **Building** had been destroyed, exceeds the **Sum Insured** of the **Building**, at the commencement of the **Damage**, then the **Insured** shall be considered as being their own insurer for the difference between the **Sum Insured** and the sum representing the cost of reinstatement of the whole of the **Building** and shall bear a rateable proportion of the loss accordingly.

- b. With respect to **Buildings** for which Day One Basis (Non Adjustable) is applicable, and the premium is calculated on the basis of the **Declared Values** provided by the **Insured** at the inception of the **Period of Insurance**, the following condition of Average shall apply:

If at the time of **Damage** the **Declared Value** of the **Building** covered is less than the cost of reinstatement (as defined under the 'Basis of Settlement' clause) at the inception of the **Period of Insurance** then the **Insurer's** liability for any **Damage** hereby insured shall be limited to that proportion thereof which the **Declared Value** bears to the cost of reinstatement.

- c. Where the **Buildings** has the **Actual Value** applied, then the following condition of Average shall apply:

If, at the time of **Damage**, the **Actual Value** of the **Building** exceeds the **Sum Insured**, then the **Insured** shall be considered as being their own insurer for the difference between the **Sum Insured** and the sum representing the cost of reinstatement of the whole of the **Property Insured** and shall bear a rateable proportion of the loss accordingly.

#### 2. Alarms and Emergency Appliances

It is a condition precedent that the **Insured** maintains the fire extinguishment, fire and intruder alarms and other security and emergency appliances in full and effective working order and under a contract for maintenance during the **Period of Insurance** and in particular carry out the following:

- a. Ensure the alarm systems are installed in accordance with the manufacturer's specification and any further specifications made by or on behalf of the **Insurer** and no alteration or variation of the system or any structural alteration to the **Insured Premises** which would affect the system are carried out without the prior written consent of the **Insurer**;

- b. Tests and inspect the appliances regularly for the purposes of ascertaining that they are maintained in proper working order;
- c. Notify the **Insurer** immediately of any disconnection or failure or defect in the systems which is likely to leave the **Insured Premises** or any part thereof unprotected and ensure that such defects are remedied as soon as is practicable;
- d. Notify the **Insurer** of any downgrading of police or fire brigade response to the system likely to leave any the **Insured Premises** or any part thereof unprotected;

It is to be noted that if the maintenance service is suspended or the response level by the police authority or fire brigade service is reduced, the insurance under this Section shall be suspended until the maintenance service or the response level by the police authority or fire brigade service is restored

This Section shall, however, not be invalidated by any defect in any of the said security and emergency appliances due to any circumstances unknown to or beyond the control of the **Insured** provided that the **Insured** rectifies the defect immediately upon acquiring knowledge of it

### 3. Basis of Settlement Conditions

- a. In the event of **Damage** insured under this Section, the basis of reinstatement of the **Building** shall be as follows:
  - i. where the **Building** is destroyed, the cost of rebuilding of the property or cost of replacement with a **Building** of like quality equal to but not better or more extensive than its condition when new;
  - ii. where the **Building** is **Damaged**, the cost of repair or restoration of the **Damaged** property or part thereof to a condition and quality equal to but not better or more extensive than its condition when new.
- b. Where the **Insurer** agrees or is required to reinstate or replace any **Property Insured**, the **Insured** will, at its own expense, produce and give to the **Insurer** all such plans, documents, books and information as the **Insurer** may require for the reinstatement or replacement
- c. If the **Insured** requests and the **Insurer** agrees not to repair or reinstate any **Property Insured**, then the **Insurer's** liability shall be limited to the **Actual Value** of the damaged **Property Insured**, it is to be noted that the option to not to repair or reinstate, shall be at the sole discretion of the **Insurer**.
- d. Reinstatement may be carried out on another site and in any manner suitable to the requirements of the **Insured** provided that
  - i. the condition and quality of the reinstated property is equal to and not better or more extensive than its condition when new; and
  - ii. the liability of the **Insurers** is not being increased.
- e. The reinstatement must be commenced and carried out with reasonable despatch failing which no payment beyond the amount which would have been payable under this **Policy** if this Clause had not been incorporated herein shall be made.
- f. When any **Property Insured** is partly damaged or destroyed, the **Insurer's** liability shall not exceed the sum representing the cost that the Insurers could have been called upon to pay for reinstatement if such property had been wholly destroyed.
- g. No payment beyond the amount which would have been payable by the **Insurers** under this **Policy** if this Clause had not been incorporated therein shall be made until the cost of reinstatement shall have been actually incurred by the **Insured**.

- h. Where any computer or data processing equipment is replaced any improvement in performance or capacity consequent upon the replacement of such equipment with modern items shall not be regarded as 'betterment' for the purposes of this clause.

#### 4. Day One Basis (Non Adjustable) Extension

If stated as 'Insured' under this Section of the Schedule, Day One Basis (Non Adjustable) shall apply to Building(s). In the event of **Damage** such **Sum Insured** shall be uplifted by 15% (fifteen per cent) in accordance with and subject always to the provisions of this clause.

- a. The **Insured** having stated in writing the **Declared Value** of the **Building(s)**, the **Insurer** agrees to calculate the premium on the stated **Declared Value** provided by the **Insured**.
- b. At the inception of the **Period of Insurance** and at every renewal thereafter, the **Insured** shall notify the **Insurer** of the **Declared Value** of each item of the **Property Insured**. Where such declaration is not provided by the **Insured** or is unavailable, the last amount declared by the **Insured** shall be taken as the **Declared Value** for the ensuing **Period of Insurance**.

Provided always that nothing in this condition shall apply with respect to the provisions of the 'Capital Additions, Alterations and Improvements' clause under 'Coverage Extensions to Contents, Building and Equipment Breakdown Sections.'

#### 5. Fire Break Doors and Shutters

It is a condition to the **Insurer's** liability that all fire break doors and shutters shall be kept closed and shall be maintained in efficient working order.

#### 6. Index Linking

The **Sums Insured** will be increased automatically throughout the **Period of Insurance** in line with:

- a. in respect of **Buildings** other than residential **Premises**; the General Building Cost Index issued by the Building Cost Information Service of the Royal Institute of Chartered Surveyors,
- b. in respect of residential **Premises**; the Household Rebuilding Cost Index issued by the Association of British Insurers (or some other suitable indices the Insurers decide upon);

In the event of loss the **Sums Insured** will continue to be adjusted in accordance with fluctuations in the indices during the period necessary for completion of repair or reinstatement provided that repair or reinstatement is carried out without unreasonable delay. At each renewal the **Premium** will be calculated on the revised **Sum Insured**.

### Coverage Extensions to Section 1 and 2

#### 1. Architects', surveyors' and other fees

In the event of **Damage** caused by or arising from a **Defined Peril**, the **Insurer** agrees to indemnify the **Insured** for the fees of architects, surveyors consulting engineers and other **Professional fees** incurred for estimates, plans, specifications, quantities, tenders and supervision necessarily incurred in the process of reinstatement of the **Buildings**, provided that:

- a. The **Insured** shall obtain the **Insurer** written consent prior to the incurrence of any such fees and costs; and
- b. The **Insurer** will not be liable for fees incurred in preparing any claim made under this policy; and
- c. The **Insurer** shall not be liable for more than those authorised under the scales of the professional

institutions and/or bodies regulating such charges prevailing at the time of the **Damage**; and

- d. The **Insurer's** maximum liability under this Extension shall not
  - i. Exceed the Sub-Limit specified in the **Schedule** and
  - ii. The amount payable for such fees shall not exceed those authorised under the scales of the professional institutions and/or bodies regulating such charges prevailing at the time of the **Damage**.

## 2. Automatic Reinstatement of Sums Insured

It is hereby mutually agreed that, in the event of payment of a claim under this Section, the **Sum Insured** with respect to the claimed **Property Insured**, shall be reinstated to the full amount from the date of the claim until expiry of this Policy, in consideration of the additional premium paid or payable by the **Insured** subject to the **Insurer's** liability not exceeding the Sub-Limit specified in the **Schedule**.

## 3. Capital Additions and Alterations and Improvements

The insurance of **Building(s)** and **Contents** extends to include cover for capital additions, alterations, improvements and newly acquired and/or newly erected **Building(s)** provided that:

- a. The **Insured** declares to the **Insurer** at intervals of not more than 6 (six) months, the date the **Insured** becomes liable for and value of such capital additions, alterations and improvements; and
- b. The **Insurer** shall be entitled to charge an appropriate additional premium from the date of acquisition of the newly acquired property, capital additions, alterations, improvements and the **Insured** shall pay such additional premium on demand from the Insurer; and
- c. The maximum additional cover granted by this Extension shall not exceed the lesser of
  - i. 10% (ten percent) of the **Sum Insured** for **Building(s)** or **Contents** depending on the item of **Property Insured** under which the new acquisition is categorised; or
  - ii. The amount specified in the **Schedule**;
- d. This Extension does not include cover for appreciation in value.

## 4. Debris Removal

The **Insurer** agrees to insure the reasonable and necessary costs incurred in Debris Removal from an **Insured Premises** that remains as a direct result of **Damage** caused by a **Defined Peril** insured by this Policy provided that this extension shall not cover for costs of decontamination or the removal of:

- a. Contaminated uninsured property; or
- b. the contaminant in or on uninsured property,

irrespective of whether or not such contamination, including but not limited to the presence of pollution or **Hazardous** material, results from an insured physical loss or **Damage**.

## 5. European Union and Public Authorities

The **Insurer** agrees to pay the additional cost of reinstatement of the lost, destroyed or Damaged Property Insured incurred by the Insured solely to comply with mandatory:

- a. European Union legislation; or
- b. Building or other Regulations under or framed in pursuance of any Act of Parliament or with Bye Laws of

any municipal or local authority or other Codes of Practice;

in respect of the lost, destroyed or damaged **Property Insured** and undamaged portions thereof provided always that the amount recoverable under this Extension shall not include:

i. The cost incurred in complying with such Regulations, Bye Laws and Directives:

a) In respect of **Damage** occurring prior to inception of this Policy;

b) In respect of **Damage** not insured under this Policy;

c) Under which notice has been served upon the **Insured** prior to the happening of the **Damage**;

d) for which there is an existing requirement which has to be implemented within a given period;

ii. The additional cost that would have been required to make good the property lost, damaged or destroyed to a condition equal to its condition when new had the necessity to comply with any of the aforesaid Regulations, Bye Laws and Directives not arisen;

iii. The amount of any rate, tax, duty, development or other charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the owner thereof by reason of compliance with any of the aforesaid such Regulations, Bye Laws and Directives.

Provided that:

a. The work of reinstatement must be commenced and carried out with reasonable despatch and in any case must be completed within 12 (twelve) months after the **Damage**, or within such further time as the **Insurer** may (during the said 12 (twelve) months) in writing allow and may be carried out wholly or partially upon another site (if the aforesaid such Regulations, Bye Laws and Directives so necessitate) subject to the liability of the Insurer under this Extension not being thereby increased;

b. If the liability of the **Insurer** under any item of **Property Insured** in the **Schedule**, apart from this Extension, is reduced by the application of any of the terms and conditions of this Policy then, the liability of the **Insurer** under this Extension in respect of any such item of **Property Insured** shall be reduced in like proportion;

c. The total amount recoverable under any item of the **Property Insured** shall not exceed:

i. In respect of the lost, destroyed or **Damaged Property Insured** – its **Sum Insured**;

ii. In respect of undamaged portions of **Property Insured** (other than foundations) – 15% (fifteen percent) of the total amount for which the **Insurer** would have been liable for with respect to that item of **Property Insured**, had the **Insured Premises** where the **Damage** occurred, been wholly destroyed;

iii. The indemnity provided by this clause shall be part of and not in addition to the **Sum Insured** specified in the **Schedule**;

d. All the terms, limits, exclusions and conditions of this Section and the Policy except in so far as they may be hereby expressly varied shall apply as if they had been incorporated herein.

## 6. Temporary Removal

This Section extends to cover **Property Insured** whilst temporarily removed elsewhere on the same or to any other premises within the **Territorial Limits** (including the private homes of directors, partners

and authorised **Persons Employed**) for storage, cleaning, renovation, repair or similar reasons and in transit thereto and there-from by road, rail or inland waterway provided always that

- a. The **Insurer's** liability shall not exceed the Sub-Limit as specified in the **Schedule**; and
- b. The **Insurer** shall not be liable for losses insured under any other policy or recoverable under other parts of this Policy.

## **7. Unoccupied or vacant buildings**

If an **Unoccupied Building** or portion thereof is again occupied, the **Insured** will immediately give notice to the **Insurer**. The **Insurer** shall have the right to impose additional conditions, exclusions and charge a suitable additional premium as the **Insurer** may require, reflecting the change in risk



This Section shall not apply to the policy unless specified as INSURED in the Schedule

## Section 3 - Business Interruption

### Insuring Clause

The **Insurer** will indemnify the **Insured** in accordance with the item of Business Interruption insurance which is described below and shown as operative in the **Schedule**, for the amount of loss caused by the interruption or interference with the **Business** resulting from **Damage** to **Property Insured** or property used by the **Insured** at the **Insured Premises** by a **Defined Peril**, provided that;

1. At the time of the happening of the **Damage**, there shall be in force an insurance covering the interest of the **Insured** in the **Property Insured** and/ or the **Building** against such loss or **Damage** and
2. At the time the **Damage** occurs the **Insured** has claimed under the policy referred to 1 above and the insurer of the said policy has paid such claim in full or admitted liability for such claim or would have done so but for the operation of a proviso in such insurance policy excluding liability for losses below a specified amount

### Items of Business Interruption Insurance

#### Item A - Income

The Insurance under Item A - **Income** is limited to either:

##### 1. Loss of **Income**

The amount by which the **Income** during the **Indemnity Period** as stated in the **Schedule** shall, in consequence of the **Incident**, fall short of the **Standard Income**;

OR;

##### 2. Increase in Cost of Working

The additional expenditure necessarily and reasonably incurred by the **Insured** for the sole purpose of avoiding or diminishing the reduction in **Income**, which but for that expenditure would have taken place during the **Indemnity Period** in consequence of the **Incident**, but not exceeding the amount of the reduction in **Income** thereby avoided;

LESS;

##### 3. Any sum saved during the **Indemnity Period** in respect of such of the charges and expenses of the **Business** as may cease or be reduced in consequence of the **Incident**.

It is understood and agreed that the insurance provided by Item A- Income (1) and (2) are alternatives. The **Schedule** will state which Item cover is provided and the **Sum Insured** that shall apply.

#### Item B - Outstanding Debit Balances

The Insurance under Item D - Outstanding Debit Balances is limited to loss of **Outstanding Debit Balances** incurred by the **Insured** following loss, destruction or damage as insured by this Section to the **Insured's** books of account or other **Business** books or records at the **Premises**, and the maximum liability in respect of any one **Occurrence** shall not exceed whichever is the lesser of the total of:

1. The difference between the **Outstanding Debit Balances** and the total of the amounts received or traced in respect thereof; and the additional expenditure necessarily and reasonably incurred with the **Insurers'** prior consent for the sole purpose of tracing and establishing customers' debit balances after the loss, destruction or damage;

OR

2. The **Sum Insured** stated in the **Schedule**.

Provided that the **Insurer** shall not be liable under this Policy for any loss or expenditure arising from bad debts or erasure, distortion or corruption or deliberate falsification of **Business** records.

### Limit of Liability

The liability of the **Insurer** under this Section including the Extensions to the Section shall not exceed

- a. The **Sum Insured** or,
- b. In respect of any individual Items, the Sub-Limit specified in the **Schedule**, and
- c. The **Maximum Indemnity Period** specified in the **Schedule**.

### Extensions to Section 3

#### 1. Alternative Trading

If during the **Indemnity Period** as stated in the **Schedule**, goods shall be sold or services rendered elsewhere than at the **Premises** for the benefit of the **Business**, either by the **Insured** or by others on the **Insured's** behalf, the money paid or payable in respect of such sales or services shall be brought into account in arriving at the **Turnover** during the **Indemnity Period**.

#### 2. Auditors Fees

This Section extends to indemnify the **Insured** for the necessary and reasonable fees payable to the **Insured's** auditors or professional accountants for producing such particulars or details contained in the **Insured's** books of account or other business documents, or such other proofs, information or evidence as may be required by the **Insurer** provided that the **Insurer's** liability in respect of this Extension shall not exceed the Sub-Limit specified in the **Schedule**.

#### 3. Reinstatement of Limit

It is hereby mutually agreed that, in the event of payment of a claim under this Section, the **Sum Insured** shall be reinstated to the full amount from the time of the **Incident** until expiry of this Policy, in consideration of the additional premium paid or payable by the **Insured** in respect of the amount of such reinstatement. However, the liability of the **Insurers** shall never exceed the **Sum Insured** in respect of any one loss.

#### 4. Additional increased cost of working

The **Insurers** will indemnify the **Insured** in respect of additional expenditure incurred to minimise any reduction to the **Business** following any claim under this section, whether or not by making such expenditure the **Insured** will suffer a **Loss of Income** or **Gross Profit** greater than the amount expended.

#### 5. Contract Sites and Transit

The **Insurer** will indemnify the **Insured** in respect of interruption of or interference with the **Business** caused by **Damage** by a **Defined Peril** insured under this Policy, to documents belonging to or held in trust by the **Insured** whilst temporarily at the premises not occupied by the **Insured** or whilst in Transit by road, rail or inland waterway anywhere within the **Territorial limits** provided that the **Insurer's Liability** under this clause shall not exceed ten (10)percent of the **Sum Insured** by this Section or £100,000 whichever is greater.

## 6. Denial of Access

The Section extends to indemnify the **Insured** for the amount of loss incurred on account of interruption of or interference with the **Business** in consequence of **Damage** caused by a **Defined Peril** to any property within 250 (two hundred and fifty) metres of the **Insured Premises** which prevents the use of or access to the **Property Insured** irrespective of whether or not the **Property Insured** suffers similar physical loss, destruction or **Damage** provided that the **Insurer** shall not be liable for any claim in excess of the Sub-Limit specified in the **Schedule**.

## 7. Disease, Infestation and Defective Sanitation

The **Insurer** shall indemnify the **Insured** for the amount of loss incurred on account of for the interruption of or interference with the **Business** in consequence from interruption of or interference with the **Business** in consequence of the **Incident** at the **Insured Premises** of:

- a. Murder, suicide or food or drink poisoning;
- b. A **Notifiable, Human, Infectious Or Contagious Disease** excluding Acquired Immune Deficiency Syndrome (AIDS) or an AIDS related condition;
- c. Vermin, pests or defective sanitation; which causes restrictions on the use of the **Insured Premises** on the order or advice of the competent local authority; or
- d. Accidental physical loss, destruction or **Damage** as insured by this Section, to the drains or sanitary apparatus at the **Insured Premises** which results in closure of the **Insured Premises** for the **Business**.

Provided that the insurance by this clause shall only apply for the period beginning with the **Incident** of the loss and ending not later than three (3) months thereafter during which the results of the **Business** shall be affected in consequence of the **Damage**.

## 8. Public Utilities

The Section extends to indemnify the **Insured** for arising from interruption of or interference with the **Business** in consequence of **Damage** by a **Defined Peri** , to property at the premises of the following public utilities in the **Territorial Limits** from which the **Insured** obtains services:

- a. Any generating station or sub-station of the public electricity supply undertaking from which the **Insured** obtains electricity;
- b. Any land-based premises of the public gas supply undertaking or of any natural gas producer linked directly therewith from which the **Insured** obtains gas;
- c. Any water works or pumping station of the public water supply undertaking from which the **Insured** obtains water;
- d. Any land-based telecommunication services to the **Insured Premises**.

Provided that the **Insurer** shall not be liable

- i. For any claim in excess of the Sub-Limit specified in the **Schedule**;
- ii. For any failure which does not involve a cessation of supply for at least sixty consecutive minutes;
- iii. Caused by the deliberate act of any supply undertaking or by the exercise by any such undertaking of its power to withhold or restrict supply or services
- iv. The total or partial failure occasioned by strike or lock-out, total or partial withdrawal of labour, or total or partial cessation of work.

v. The total or partial failure occasioned by drought

vi. The total or partial failure occasioned by atmospheric or weather conditions, but this shall not exclude failure due to damage to equipment caused by such conditions.

## 9. Suppliers Extension

The Section extends to indemnify the **Insured** for interruption of or interference with the **Business** in consequence of **Damage** by a **Defined Peri**, to property at the premises of the **Insured's** direct suppliers, manufacturers or processors of components, goods or materials as stated in the **Schedule** and situated within the **Territorial Limits** provided that;

- a. The premises or facilities of any supply undertaking from which the **Insured** obtains electricity, gas, water or telecommunication services shall not be deemed to be the premises of the **Insured's** suppliers, manufacturers or processors;
- b. The **Insurers** shall not be liable for any amount in excess of the Sub-Limit specified in the **Schedule**.

## 10. Unspecified Supplier

This insurance extends to include interruption of or interference with the **Business** in consequence of **Damage** by a **Defined Peri** to property at the premises of any of the **Insured's** direct suppliers, manufacturers or processors of components, goods or materials, other than as specified herein, within the **Territorial Limits** provided that;

- a. The premises or facilities of any supply undertaking from which the **Insured** obtains electricity, gas, water or telecommunication services shall not be deemed to be the premises of the **Insured's** suppliers, manufacturers or processors;
- b. The **Insurers** shall not be liable for any amount in excess of the Sub-Limit specified in the **Schedule**.

## Special Extension to Section 3

### 1. Declaration Linked Loss of Income Endorsement

In respect of **Sums Insured** specified as 'declaration linked condition operative in the **Schedule**, the following amendments are made to the **Schedule** and to Section 4 Business Interruption to change this Section to the Declaration Linked Basis:

- a. On the **Schedule** the words 'Estimated Gross Profit or 'Estimated Income' whichever is insured hereunder replace 'Sum Insured';
- b. Item A **Gross Profi** shall read 'Item B - Estimated Gross Profit or Item B Gross Income shall read 'Item B - Estimated Income';
- c. The 'Average' provision under Sub-clause A of Special Conditions to Item A – **Gross Profi** and Special Conditions to Item B – **Income** are deleted and of no effect.
- d. The following is added to 'Limit of Liability' in respect of Item A - **Gross Profit** or Item B - **Income** whichever is insured by this Section:

Notwithstanding anything herein to the contrary, the liability of the **Insurers** shall in no case exceed, in respect of loss of **Gross Profi** or **Income** 133.333% (one hundred and thirty three and one third percent) of the **Estimated Gross Profi** or **Estimated Income** whichever stated as insured in the **Schedule**, nor in the whole 133.333% (one hundred and thirty three and one third percent) of the **Estimated Gross Profi** or **Estimated Income** whichever stated as insured in the **Schedule** and

100% (one hundred percent) of the **Sums Insured** by other Items or such amounts as may be substituted by the **Insurers**.

In the absence of written notice by the **Insured** or the **Insurers** to the contrary, the **Insurers'** liability shall not stand reduced by the amount of any loss, the Insured undertaking to pay the appropriate additional premium for such automatic reinstatement of cover;

e. The following 'Premium Adjustment Clause' and 'Renewal Clause' are included in respect of this Section:

i. Premium Adjustment

The first and renewal premiums in respect of Item A **Estimated Gross Profit** or Item B **Estimated Income** where insured by this Section are provisional and are based on the **Estimated Gross Profit** or the **Estimated Income** whichever is insured hereunder. The **Insured** shall furnish to the **Insurers** not later than 6 (six) months after the expiry of each **Period of Insurance**, a declaration confirmed by the **Insurer's** auditors of the **Gross Profit** or **Income** earned during the financial year most nearly concurrent with the **Period of Insurance**. If any **Incident** shall have occurred giving rise to a claim for loss of **Gross Profit** or loss of **Income** the aforementioned declaration shall be increased by the **Insurers**, for the purposes of premium adjustment, by the amount by which the **Gross Profit** or **Income** was reduced during the financial year solely in consequence of the **Incident**.

If the declaration (adjusted as provided above or proportionately increased where the **Maximum Indemnity Period** exceeds 12 (twelve) months):

- a. is less than the **Estimated Gross Profit** or **Estimated Income** whichever insured hereunder for the relative **Period of Insurance** the **Insurers** shall allow a pro rata return of premium paid on the **Estimated Gross Profit** or **Estimated Income** but not exceeding 50% (fifty percent) of such premium
- b. Is greater than the **Estimated Gross Profit** or **Estimated Income** whichever insured for the relative **Period of Insurance** the **Insured** shall pay a pro rata addition to the premium paid on the **Estimated Gross Profit** or **Estimated Income** whichever is insured hereunder.

II. Renewal

The **Insured** shall prior to each renewal furnish the **Insurers** with the **Estimated Gross Profit** or the estimated income whichever insured for the financial year most nearly concurrent with the ensuing **Period of Insurance**.

## Conditions to Section 3

The following conditions are included in this Section.

### 1. Cessation of Business

If, subsequent to the happening of an **Incident** by a **Defined Period**, the **Business** is wound up or carried on by a liquidator, receiver or administrator or permanently discontinued, this Section shall cease to have effect from the date of the decision to wind up or permanently discontinued the **Business** or date of the decision to appoint a liquidator, receiver or administrator unless this Section's continuance is agreed in writing by the **Insurer**.

### 2. Due Diligence

In the event of an **Incident** that may give rise to a claim under this Section, the **Insured** shall with due diligence take all steps that are reasonably practicable to avoid or minimise any interruption of or interference with the **Business**.

### 3. Experience of the Business

In determining the amount of loss arising from interference or interruption to the **Business** insured under this Section, due consideration shall be given to the experience of the Business before the date of the Incident and the probable experience of the **Business** thereafter had no loss or **Damage** occurred to the **Property Insured**.

### 4. First Twelve Months Trading

In the event of a claim arising from an **Incident** occurring before the completion of the first 12 (twelve) months trading of the **Business** at the **Insured Premises**, any terms in this Section's referring to income and outgoings during a prior period of 12 (twelve) months shall be adjusted so as to apply to the income and outgoings during the period from commencement of the **Business** to the date of the **Incident**.

### 5. Special Conditions to Item A - Income

- a. If the **Sum Insured** under Item B - **Income** is less than the **Annual Income** (or proportionate to a multiple thereof where the **Maximum Indemnity Period** exceeds 12 (twelve) months), the amount payable by the **Insurers** shall be proportionately reduced.
- b. The premium paid for Item B - **Income** may be adjusted on receipt by the **Insurers** of a declaration of **Income** earned during the financial year most nearly concurrent with the **Period of Insurance**, as reported by the **Insured's** auditors. If any Incident shall have occurred giving rise to a claim for loss of **Income**, the above-mentioned declaration shall be increased for the purposes of premium adjustment by the amount by which the **Income** was reduced during the financial year solely in consequence of the **Incident**.
- c. If the declaration (adjusted as provided for above and proportionately increased where the **Maximum Indemnity Period** exceeds 12 (twelve) months) is less than the **Income Sum Insured** for the relative **Period of Insurance**, the **Insurers** will allow a pro rata return premium not exceeding 50% (fifty per cent) of the premium paid.
- d. The **Annual Income** and **Standard Income** are subject to such adjustments as may be necessary to provide for the trends of the **Business** which would have affected the **Business** had the **Incident** resulting Damage to the **Property Insured** not occurred. The figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the **Damage** to the **Property Insured** would have been obtained during the relative period after the date of the **Incident**.

### 6. Special Condition to Item B – Outstanding Debit Balances

The Insured shall maintain an up-to-date monthly record of all **Outstanding Debit Balances**, and shall either:

- a. Keep such record in fire-resisting safe(s) or fire-resisting cabinet(s) when not in use;
- b. Keep a duplicate record in a building separate from that in which the working record is kept or
- c. Where records are maintained on electronic media, back records up at least daily and remove such backup from the premises whenever the premises are closed for business or unattended

### 7. VAT

To the extent that the **Insured** is accountable to the tax authorities for Value Added Tax, all terms in this Section shall be exclusive of such tax.



## Exclusions to Sections 1, 2 and 3

The following Exclusions shall apply to the above mentioned Sections of this Policy in addition to the General Exclusions of the Policy unless as stated otherwise.

1. The **Insurer** shall not be liable for any amount of the Excess as specified in the Schedule with respect to the Section or individual coverages under the Sections.

2. The **Insurer** shall not be liable for Accidental Damage

a. Arising from any other **Insured Peril**, whether shown as operative on the Schedule / Certificate of Insurance or not,

b. To **Buildings** or structures in course of construction or erection and materials or supplies connected with them,

c. The cost of maintenance or routine decoration,

d. To garden landscaping and paving, garden furniture, trees and plants;

Provided that this exclusion shall not exclude subsequent **Damage** resulting from an ensuing cause which is not otherwise excluded.

3. With respect to subsidence, ground heave and landslip, the **Insurer** shall not be liable for **Damage** or the resulting interruption or interference.

a. Arising from

i. Collapse, cracking, shrinkage or settlement of new **Building(s)** or any part thereof, or

ii. Coastal or river erosion, or

iii. defective design or workmanship or the use of defective materials, including inadequate construction of foundations, or

iv. Settlement or movement of made up ground, or

v. The normal settlement or bedding down of new structures, or

vi. Fire, subterranean fire, explosion, earthquake or the escape of water from any tank, apparatus or pipe, or

vii. Demolition, construction, structural alteration or repair of any **Building(s)** at the same **Insured Premises**, or

viii. Groundwork or excavation at the same **Insured Premises**.

b. To forecourts, car parks, driveways, footpaths, walls, gates, hedges or fences at the same Insured Premises, unless specifically insured hereunder, provided such **Damage** also affects the structure of the **Building(s)** insured herein against such **Damage**;

c. Which occurs while the **Building** or any part thereof in the course of erection, demolition, structural alteration or structural repair;

d. At the same **Insured Premises** which originated prior to the inception of this cover;

4. With respect to storm, flood, hail, sleet or snow, the **Insurer** shall not be liable for **Damage** or the



resulting interruption or interference caused;

- a. by solely the change in water table levels,
- b. by frost, subsidence, ground heave or landslip,
- c. to garden landscaping and paving, garden furniture, tree and plants, gates and fences and moveable property in the open or in open sided **Buildings** or in **Outbuildings**.

5. With respect to breakage or collapse of aerials, the Insurer shall not be liable for **Damage** to or the resulting interruption or interference caused by or arising from the erection, dismantling, repair or maintenance thereof.

6. With respect to **Damage** caused by malicious persons, the **Insurer** shall not be liable for **Damage** to or the resulting interruption or interference caused

- a. by the **Insured** or the **Insured's** officers or **Persons Employed**
- b. by the authorised resident of the **Insured's Building** or part thereof, or
- c. to garden landscaping and paving, garden furniture, tree and plants;

7. The Insurer shall not be liable for **Damage** or interruption or interference caused by theft or attempted theft

- a. Unless there has been forcible and violent entry to or exit from the **Buildings**
- b. By the **Insured** or the **Insured's** officers or **Persons Employed**, or
- c. By the authorised resident of the **Insured's Building** or part thereof, or
- d. To garden landscaping and paving, garden furniture, tree and plants; or
- e. To contents, belonging to or in the custody and control of the **Insured**, from common areas of the **Buildings** or yards, gardens, open spaces or outbuildings to **Insured Property**;

8. The **Insurer** shall not be liable for any **Damage** or interruption or interference caused by or consisting of;

- a. Explosion, failure or collapse of a boiler (but not a boiler used for domestic purposes only) economiser or other vessel, machine, apparatus or pipe work at the **Insured Premises** in which internal pressure is due to steam only belonging to, or under the control of, the **Insured**,
- b. Leakage of electricity, self ignition, over-running, excessive pressure, short circuiting, self heating of the any equipment, electrical apparatus or fittings
- c. Joint leakage failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, superheaters, pressure vessels of any range of steam, and feed piping in connection there with,
- d. Inherent vice, latent defect, gradual deterioration, wear and tear, frost, its own faulty or defective design or materials,
- e. Faulty or defective workmanship, operational error or omission on the part of the Insured or any of their Persons Employed where such error or omission is committed with the knowledge of or connived at by the **Insured**,
- f. The operation of machinery, plant, apparatus or equipment provided that this exclusion shall not exclude subsequent **Damage** resulting from an ensuing cause which is not otherwise excluded.

9. The **Insurer** shall not be liable for **Damage** or interruption or interference caused by or consisting of
- a. Corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, humidity, action of light, marring, scratching, vermin or insects;
  - b. Change in temperature, colour, flavour, texture or finish
  - c. Pollution or contamination;
  - d. Mechanical or electrical breakdown, derangement or overloading; or
  - e. The item of **Property Insured** undergoing any process involving the application of heat; but this exclusion shall not apply to **Damage** resulting from or resulting in a **Defined Peril**.
10. The Insurer shall not be liable for **Damage**, or interruption or interference caused by or consisting of:
- a. Acts of fraud or dishonesty on the part of the Insured or any partner, director or employee of the Insured, members of their families or any other person to whom **Property Insured** has been entrusted;
  - b. Unexplained disappearance, unexplained or inventory shortage, misfiling or misplacing of information;
  - c. Impact with any **Property Insured** by any waterborne vessel or craft.
  - d. Mold, mildew, fungus, spores or other microorganism of any type, nature, or description, including but not limited to any substance whose presence poses an actual or potential threat to human health except in respect of insurance provided by the Disease, Infestation and Defective Sanitation under Section 2 – Loss of Rent.
11. The **Insurer** shall not be liable for **Damage** or interruption or interference caused directly by or consisting of or occasioned by the voluntary parting with title or possession of any property or rights to property.
12. The **Insurer** shall not be liable for any **Damage** to property in transit covered or which should have been covered under, a marine policy or policies.
13. The **Insurer** shall not be liable for **Damage** or the resulting interruption or interference caused directly by the **Property Insured's** own collapse or cracking unless such **Damage** results from a **Defined Peril** and is not otherwise excluded;
14. The **Insurer** shall not be liable for **Damage** or interruption or interference caused directly by or consisting of or resulting from cessation of work;
15. The **Insurer** shall not be liable for **Damage** or interruption or interference caused directly by loss of market, loss of use of **Property Insured** or consequential loss or **Damage** of any kind not specifically insured under this Policy;
16. The **Insurer** shall not be liable for **Damage** or interruption or interference attributable solely to change in the water table level;
17. The **Insurer** shall not be liable for **Damage** or interruption or interference attributable to **Damage** to the following property:
- a. china, earthenware, marble, statuary or other fragile or brittle objects but this exclusion shall not apply in respect of **Damage** caused by a **Defined Peril** and not otherwise excluded;

- b. mobile phones, laptops or similar portable electronic equipment, documents, tenants property, money or any articles of gold, silver or other precious materials, jewellery or other personal items.
- c. vehicles licensed for road use , caravans, trailers, railway locomotives, rolling stock, watercraft or aircraft;
- d. property or structures in course of construction or erection and materials or supplies in connection with all such property in course of construction or erection;
- e. land, roads, pavements, piers, jetties, bridges, culverts, underground shafts, mines or excavations
- f. livestock, animals, growing crops or trees; unless specified in the **Schedule** as insured by this Section.

This Section shall not apply to the policy unless specified as INSURED in the Schedule

## Section 4 - Computer Breakdown

### Insuring Clause

The **Insurer** agrees to provide insurance for **Damage** directly caused by:

- a. Breakdown or failure of any part of the **Computer Equipment** or **Computer Records** whilst in ordinary use arising from either mechanical or electrical defect causing a stoppage of normal functions;
- b. Failure or fluctuation of the supply of electricity to the **Computer Equipment**;
- c. Erasure destruction corruption or distortion of software contained or data stored on fixed disks or **Computer Records**.

### Limit of Liability

The liability of the **Insurers** under this Section in respect of any one **Incident** and in the aggregate during the **Period of Insurance** shall not exceed the **Sum Insured** as stated in the **Schedule**.

## Extensions to Section 4

### 1. Additional Rental Costs

The **Insurer** shall indemnify the **Insured** for any necessary additional rental costs arising out of the replacement of a lease/ hire agreement in respect of the **property insured** with a new contract for similar property consequent upon **Damage** insured by this Section provided that the **Insurer's** liability shall not exceed the Sub Limit specified in the **Schedule**.

### 2. Business Interruption

The **Insurer** shall indemnify the **Insured**, in accordance with the terms and definitions of Section- Business Interruption, for the amount of loss of **Income** arising from the interruption or interference to the **Insured's Business** cause by the **Damage** insured under this Section provided that

- a. The **Insurer** shall solely be liable for loss of **Income** incurred during the **Indemnity Period** not exceeding three (3) months from the date of the **Damage** insured under this Section;
- b. The liability of the **Insurer** shall not exceed the Sub-Limit specified in the **Schedule**.

For the purpose of this clause, Loss of Income means the amount by which the Income during the **Indemnity Period** as stated in the **Schedule** shall, in consequence of the **Incident**, fall short of the **Standard Income**.

### 3. Increased cost of Working

In addition, the **Insurers** will pay reasonable costs necessarily incurred in

- a. Minimising or preventing the interruption of or interference with work normally carried on by or on the Insured's Computer Equipment; or
- b. Recompiling or restoring data or software or replacing third party proprietary software damaged as a direct consequence of **Damage** to the Insured's **Computer Equipment** insured under this Section provided that the total liability of the Insurers in any one **Period of Insurance** shall not exceed the Sub-Limit specified in the **Schedule**.

#### 4. Incompatibility of Computer Records

The **Insurer** will indemnify the **Insured** for the cost of:

- a. Modification of the **Computer Equipment**; or
- b. Replacement of **Computer Records** together with reinstatement of programs and/or information thereon whichever is the lesser amount to achieve compatibility in the event that the loss of **Computer Equipment** has resulted in undamaged **Computer Records** being incompatible with the replacement **Computer Equipment**.

Provided that the total liability of the **Insurers** in any one **Period of Insurance** shall not exceed the Sub-Limit specified in the **Schedule**.

#### Conditions to Section 4

##### 1. Condition of average

If at the time of any Damage the Sum Insured is less than the cost of reinstatement of the **property insured** under this Section, then the Insured shall be considered as being their own insurer for the difference and shall bear a rateable share of the loss accordingly.

##### 2. Index linking

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

##### 3. Back-Up Records

The **Insured** shall maintain a minimum of 2 generations of verified back-up computer records taken at intervals no less frequently than 48 hours and take all reasonable precautions to store and maintain records in accordance with the maker's recommendations.

#### Exclusions to Section 4

The **Insurer** shall not be liable for

##### 1. Loss or Damage to the **Computer Equipment**:

- a. Occasioned by its own breakdown unless there is in force an approved maintenance agreement providing a minimum service of on call remedial and or corrective maintenance at inclusive costs;
- b. For which any manufacturer supplier agent or maintenance undertaking is responsible under the terms of a guarantee or maintenance agreement;
- c. For which the **Insured** is relieved of responsibility under any rental hire or lease agreement;
- d. Caused by a **Defined Peril** ;
- e. Caused by or consisting of wear and tear deterioration due to atmospheric or climatic conditions but this exclusion shall not apply to subsequent damage which itself results from a cause not otherwise excluded;
- f. Caused by a deliberate act of a supply undertaking in withholding the supply of electricity or telecommunication services unless for the sole purpose of safeguarding life;
- g. Caused by the inability of the supply undertaking to maintain the supply system due to industrial

action by its employees;

h. Caused by the use of telecommunications equipment which is not approved by the telecommunications authority;

i. Caused by it undergoing any process of production, packaging, treatment, testing, commissioning, servicing or repair;

j. Caused by the use of unproven software which has not been finalised or which has not passed all the testing procedures or which has not been successfully proven;

k. Caused by programming errors or design defects in software.

2. The **Insurer** shall not be liable for

a. Any loss or **Damage** to **Computer Equipment** or other equipment or component system or item or which processes stores transmits or retrieves data or any part thereof whether tangible or intangible (including without limitation **Computer Records** any information or programs or software) or

b. Any insurance provided under the Extensions to Section 4

where such loss or **Damage** is directly or indirectly caused by occasioned by or arising from programming or operator error or **Virus** or **Similar Mechanism** or **Hacking**.

This Section shall not apply to the policy unless specified as INSURED in the Schedule

## Section 5 - Terrorism

### Insuring Clause

The **Insurer** agrees to indemnify the **Insured** for **Damage to Property Insured** and resulting **Loss of Rent** solely in so far as and to the extent of coverage and Sub-limits provided under Section 1 and 2 of this Policy, in the event that

- a. such **Damage to Property Insured** and resulting **Loss of Rent** is caused by and arises an **Act of Terrorism**; and
- b. such act is certified as an act of terrorism by Her Majesty's Government or Her Majesty's Treasury or any successor or other relevant authority or in the event such certification is refused, the refusal is reversed by the decision of a validly constituted tribunal; and
- c. the **Damage to Property Insured** and resulting **Loss of Rent** occurs in England, Wales and/or Scotland but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987 or any subsequent amending legislation and not the Isle of Man or the Channel Islands).

### Limit of Liability

The liability of the **Insurer** under this Section in respect of any one **Occurrence** and in the aggregate during the **Period of Insurance** shall not exceed the **Sum Insured** as specified in the **Schedule** and shall be subject to all terms and conditions and Sub-Limits under Sections 1, 2 and 3 of this Policy, unless stated otherwise.

### Exclusions to Section 5

The General Exclusions of the Policy shall not apply to insurance provided under this Section.

The following Exclusions shall apply to this Section unless stated otherwise:

1. The **Insurer** shall not be liable for any amount of the Excess as specified with respect to the Sections 1 and 2 or individual coverages under the Sections.
2. The **Insurer** shall not be liable for any claim of whatsoever nature directly or indirectly caused by or occasioned by or happening through or in consequence of:
  - a. Riot, civil commotion, vandals or other persons acting maliciously or by way of protest or strikes, labour unrest;
  - b. War, invasion or warlike operations, hostile acts of sovereign or local government entities, rebellion, revolution, insurrection or military or usurped power;
  - c. Cyber-attack or cyber intrusion, damage to any computer or other equipment or component or system or item which processes stores transmits or retrieves data or any part thereof whether tangible or intangible (including but without limitation any information or programs or software) and whether the property of the Insured or not where such **Damage** is caused by **Virus** or **Similar Mechanism** or **Hacking** or **Denial of Service Attack** including any loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom.
3. This Section does not cover any claim of whatsoever nature, directly or indirectly, covered under any marine, aviation, transit and motor certificates or policies
4. This Section does not cover any claim of whatsoever nature, directly or indirectly, in respect of



a. residential property, houses and other dwellings insured in the name of a private individual unless such property is insured in the private individual's commercial capacity as the landlord of the property

b. any property specifically excluded in this Policy

c. any **Damage** to any property at a nuclear installation or nuclear reactor and all fixtures and fittings attached thereto which serve, in anyway, such nuclear installations or nuclear reactors;

d. any property located outside England, Wales and Scotland.

5. The insurance by this Section is subject otherwise to all the terms and conditions of this policy except that any:

a. long term undertaking applying to this Policy;

b. terms which provide for adjustments of premium based upon declarations on expiry or during the **Period of Insurance**; will not apply to losses covered under this Section.

## Conditions to Section 5

### 1. Average (Underinsurance)

If at the time of any **Damage** the **Sum Insured** is less than the cost of reinstatement of such property, then the **Insured** shall be considered as being their own insurer for the difference and shall bear a rateable share of the loss accordingly.

### 2. Onus of Proof

In any action, suit or other proceedings where the **Insurer** allege that any claim is not covered by this Section of this Policy or make any other contested allegations with regards to the cover provided under this Section, the burden of proving that such claim is covered hereunder or other allegations shall be upon the **Insured**.

### 3. Seventy Two Hours Clause

In the event of **Damage** caused by an **Act of Terrorism** during any one **Period of Insurance**, an **Occurrence** with regard to such **Damage** shall be limited to seventy two (72) consecutive hours for the purposes of this Section. If the duration of the **Incident** extends to beyond seventy two (72) consecutive hours, then the **Insured** may decide to divide that **Incident** into two (2) or more **Occurrences**. The **Insured** may choose when of the periods commence provided that:

a. no period commences prior to the inception date and the date of the **Incident**;

b. no two (2) periods overlap; and

c. should any such period extend beyond the expiry or cancellation date, the **Insurer** shall be liable as if such period had fallen entirely within the period of insurance of the policy.

This Section shall not apply to the policy unless specified as INSURED in the Schedule

## Section 6 - Theft By Employee

### Insuring Clause

In the event of the **Insured** sustaining any loss of Money or other goods belonging to the **Insured** or for which the **Insured** are legally responsible through any dishonest, fraudulent or criminal act of any **Person Employed** during the **Period of Insurance** whether committed by the **Person Employed** alone or in collusion with other persons, the **Insurers** will indemnify the **Insured** in respect of such loss or losses subject always to the limits, terms, conditions and exclusions of this Section and the Policy.

Provided that;

- i. Such loss is discovered not more than 24 (twenty-four) months following the termination of this Insurance, or the termination of employment of the **Person Employed(s)** involved in the loss, whichever shall happen first
- ii. This Section only applies to acts of **Person Employed(s)** within the **Territorial Limits**.

### Limit of Liability

The liability of the **Insurers** under this Section shall not exceed the **Sum Insured** stated in the **Schedule** during any one **Period of Insurance** which shall be the **Insurers'** maximum liability in respect of any one or more acts of any one or more **Persons Employed** acting alone or in collusion with others.

## Extension to Section 6

### 1. Auditors' Fees

The **Insurers** will also indemnify the **Insured** in respect of auditors' and other professional fees incurred solely for the purpose of submitting and quantifying a loss as herein defined

### 2. Re-writing of Records

The **Insurers** will also indemnify the **Insured** in respect of the reasonable cost of re-writing or amending the software programs or systems where such re-writing or amending is necessary to correct the programs or amend the security codes following the fraudulent use of computer hardware or software programs or computer systems the subject of a claim for which liability is admitted under this Section.

### 3. Previous Insurance

If this insurance immediately supersedes a fidelity insurance effected by the **Insured**, the **Insurers** will indemnify the **Insured** in respect of any loss discovered during the continuation of this **Insurance** but committed during the continuation of the superseded insurance, if the loss is not recoverable under such superseded insurance solely because the period allowed for discovery has expired.

Provided that:

- a. such superseded insurance had been continuously in force from the time of the loss until inception of this **Period of Insurance**;
- b. the loss would have been insured by this Policy had it been in force at the time of the loss;
- c. the liability of the **Insurers** shall not exceed whichever is the lesser of:
  - i. The amount recoverable under the insurance in force at the time of the loss; or

ii. The Sum Insured under this Section.

In any event the total liability of the Insurers in respect of any one or more acts of any one or more **Persons Employed** acting alone or in collusion with others continuing through both the term of the superseded insurance and the continuation of this insurance shall not exceed the **Sum Insured** stated in the **Schedule**.

#### 4. Temporary Agency Staff

This Section is extended to include dishonest, fraudulent or criminal acts of any person furnished by a staff or employment agency who by arrangement with such agency is working for the Insured on a temporary or part-time basis in connection with the **Business** to perform the functions and duties of an **Person Employed** under the control or direction of the **Insured** but not including persons employed as drivers or in connection with warehouse duties or with computer operations or computer programming unless specifically stated as insured in this **Insurance**.

Provided that:

- a. The **Insurers** shall not be liable for any loss caused by any such person if such loss is also covered for the benefit of the **Insured** by any insurance or guarantee held by the staff or employment agency furnishing the person concerned;
- b. The amount of wages and salaries declared shall include the total amount of fees paid to staff and employment agencies in respect of temporary agency staff described above;

#### 5. Unidentified Employee(s)

This Section extends to indemnify the **Insured** in the event that a loss is alleged to have been caused by the dishonest, fraudulent or criminal act of one or more **Persons Employed** and the Insured is unable to specify the person or persons concerned, but can establish that the loss is otherwise a valid claim hereunder. This indemnity shall not be operative in respect of any loss sustained by the **Insured** arising out of an inventory. This Section shall not apply to the policy unless specified as insured in the **Schedule**.

#### Exclusions to Section 6

The **Insurers** shall not be liable for any loss:

1. Of interest or loss of potential income not in fact earned or similar resulting loss of any kind arising from such theft insured under this Section;
2. Of trade secrets, confidential processing methods or other confidential information of any kind;
3. Arising from non payment or default on any loan, or other similar or related transactions;
4. Arising out of breach of duty owed in a professional capacity;
5. Caused by the act of the **Person Employed** committed prior to the inception date the period of insurance or the date on which the said **Person Employed** entered into a contract of service or apprenticeship with the **Insured**, whichever is the later date;
6. Where the **Insured** continues to entrust the defaulting **Person Employed** with money or goods despite knowledge of a theft previously committed by the said defaulting **Person Employed**;
7. In the form of unexplained disappearance, unexplained inventory shortages, misfiling or misplacing of information;
8. Any amount of the **Excess** specified in the **Schedule**.

This Section shall not apply to the policy unless specified as INSURED in the Schedule

## Section 7 - Personal Accident

### Insuring Clause

If any **Insured person**, independently of any other cause, sustains death or **Bodily Injury** of the nature provided in the Table of Benefits below during the **Period of Insurance**, then the **Insurer** will indemnify the **Insured** in respect of payment to such person or his/her legal representative, as the case may be, of the amount not exceeding the compensation stated in the Table of Benefits hereunder.

### Limit of Liability

#### Table of Benefit

If bodily injury shall be the sole and immediate cause of:

	<b>Benefi</b>	<b>Limit</b>
A.	Death	GBP 5,000
B.	Loss of Eye(s) rendering the Insured Person absolutely blind beyond remedy by surgical or other treatment	GBP 5,000
C.	Total and irrecoverable loss of speech	GBP 5,000
D.	Total and irrecoverable loss of hearing	GBP 5,000
E.	Total and irrecoverable Loss of Limb	GBP 5,000
F.	Permanent Total Disablement inability to attend to any occupation or business	GBP 5,000
G.	Temporary Total Disablement inability of the Insured to attend Usual Occupation	The Insured's normal weekly wage or salary not exceeding GBP 50 per week.
H.	H. Temporary partial disablement inability of the Insured to attend to a substantial portion of their Usual Occupation	The Insured's normal weekly wage or salary not exceeding GBP 25 per week.

Provided always that:

- i. No Benefit shall be payable until the entire amount thereof has been ascertained and agreed
- ii. If the **Insurer** is satisfied that the inability is permanent. Benefit F – 'Permanent total inability to attend to any occupation or business' shall become payable when Benefit G is exhausted. In no other event shall the **Insurer** be liable to pay more than one benefit in respect of the same accident. In no case shall more than one Benefit be payable in respect of the same period of time
- iii. Benefit shall only be payable provided death or loss occurs or disablement commences within 24 months of the date of injury.

## Extensions to Section 7

### 1. Medical Expenses

In the event of a claim being agreed by the **Insurer** for death or **Permanent Total Disablement** or under this Section, the **Insurer** agrees to indemnify the **Insured** for medical expenses up to fifteen percent (15%) of the amount payable for death or **Permanent Total Disablement** except that the maximum amount payable under this clause will not exceed GBP 1,000.

## Exclusion to Section 7

1. With respect to any disablement, whether temporary or permanent, the **Insurers** will not pay any benefit for costs incurred during the first 14 days from the date the **Insured** suffer **Bodily Injury**;
2. The **Insurer** will not pay benefits where the **Insured Person** is below the age of 18 years or above the age of 65 years at the inception date of this **Period of Insurance**;
3. The **Insurers** will not pay any benefit where **Bodily Injury** is the result of or is consequent upon:
  - a. War or Acts of Terrorism unless **Bodily Injury** is sustained during the course of a journey outside the **Insured Person's** country of residence;
  - b. The **Insured Person** engaging in or taking part in:
    - i. naval, military or air force service or operations;
    - ii. winter sports (other than on piste skiing, on piste snowboarding, skating and curling), skin diving involving the aid of breathing apparatus, rock climbing or mountaineering normally involving the use of ropes or guides, abseiling, boxing, caving, hunting, ice hockey, judo, martial arts, polo, potholing, parachuting, driving or riding in any kind of race, water skiing, wrestling or professional sport;
    - iii. Racing of any kind other than on foot or swimming;
    - iv. Driving or riding on motor cycles or motor scooters other than mopeds;
    - v. Any leisure pursuits organised by the Insured in the course of the **Insured Person's** employment;
  - c. The **Insured Person** engaging in air travel, except as a passenger in a properly licensed aircraft being operated by a licensed commercial air carrier or owned and operated by a commercial concern;
  - d. Suicide or attempted suicide or intentional self-injury or the **Insured Person** being in a state of insanity;
  - e. Deliberate exposure to exceptional danger (except in an attempt to save human life) or the **Insured Person's** own criminal act;
  - f. The **Insured Person** being under the influence of alcohol
  - g. The **Insured Person** being under the influence of drugs or narcotics that are not lawfully available, unless prescribed for the **Insured Person** by a duly qualified medical practitioner and taken in accordance with the prescription other than for the treatment of addiction;
  - h. Any pre-existing defect, infirmity or disease
  - i. Pregnancy or childbirth;
  - j. Wilful exposure by the **Insured** to danger except in an attempt to save human life;
  - k. The Insured's own criminal act or taking part in civil commotion
4. No benefit will be payable in respect of **Bodily Injury** resulting solely due to the **Insured Person's** inability to take part in sport or pastimes;

## Conditions to Section 7

### 1. Aggravation

If the consequences of an **Incident** shall be aggravated by any physical disability or condition of the **Insured Person** which existed before the **Incident** occurred, the amount of any compensation payable under this insurance in respect of the consequences of the **Incident** shall be the amount which it is reasonably considered would have been payable if such consequences had not been so aggravated.

### 2. Claim discharge

The benefits under this Section is not assignable and the **Insured Person's** or the **Insured Person's** personal representatives' receipt of the final adjusted claim settlement will discharge the **Insurer**.

### 3. Claiming under more than one item of benefit

a. No benefit shall be payable under more than one of the items of the Table of Benefits contained in this Section in respect of the consequences of one **Incident**. If it is possible to claim benefit under more than one of the items of the Table of Benefits contained in this Section, then the **Insured** may elect to claim the item of benefit that offers the maximum amount of payment.

b. If an **Incident** causes the death of an **Insured Person** prior to the definite settlement of compensation for disablement, the **Insurer** will pay the beneficiary the benefit for death as a result of the **Bodily Injury** in the Table of Benefits. If death is not insured no benefit will be payable under this insurance.

### 4. Death Benefit

a. If a Death benefit is not included for an **Insured Person** the **Insurers** will not pay any benefit for Loss of Limb or Loss of Eye or speech or hearing until at least 13 (thirteen) weeks after the date of the **Incident** and the **Insurers** will only then pay if the **Insured Person** has not in the meantime died as a result of the **Incident**;

b. if a Death Benefit is included but is less than the benefit for Loss of Limb or Loss of Eye or speech or hearing the **Insurers** will not pay more than the Death benefit until at least 13 (thirteen) weeks after the date of the **Incident** and the **Insurers** will only then pay the balance if the **Insured Person** has not died as a result of the **Incident**.

### 5. Interest

Interest will not be added to any benefit amount paid under this Section

### 6. Occupation

If the **Insured Person** shall engage in any occupation in which greater risk may be incurred than in the occupation disclosed in this insurance without first notifying the **Insurers** and obtaining their written agreement to the amendment of the insurance (subject to the payment of such reasonable additional premiums as the **Insurers** may require as the consideration for such agreement), then no claim shall be payable in respect of any **Incident** arising out of or in the course of such occupation.

### 7. Other insurances

The **Insured** must notify the **Insurer** in writing as soon as possible if other insurance (other than temporary travel insurance) against the same **Bodily Injury** as listed in the Table of Benefits under this **Schedule** is effected on behalf of the **Insured Person**.

### 8. Permanent Disabilities

Loss of Limb or Loss of Eye or Permanent Total Disablement must be proved to the reasonable satisfaction of the **Insurers** to be permanent and without expectation of recovery before the **Insurers** will pay the appropriate benefits. The **Insurer** shall not be liable to pay benefit in respect of Benefit E – temporary total inability of the **Insured** to attend Usual Occupation' for a period longer than 104 weeks in respect of any one accident.

#### **9. Refund on recovery from permanent disablement**

Prior to any claim payment under the **Permanent Total Disablement** benefit of the Table of Benefits, the **Insured Person** will sign an undertaking that in the event the **Insured Person** subsequently recovers sufficiently to resume his regular occupation or a similar occupation, then the **Insured Person** will immediately refund any **Permanent Total Disablement** benefits paid to them under this insurance

#### **10. Temporary total disablement**

- a. **Temporary Total Disablement** benefit payable under this policy will not exceed the **Insured Person's** gross weekly earnings.
- b. No **Temporary Total Disablement** will become payable until the total claim amount has been ascertained and agreed by the **Insurer**. If, nevertheless, an interim payment is made for **Temporary Total Disablement**, the amount paid will be deducted from any lump sum becoming payable in respect any benefit payable from the same **Incident**;
- c. Payment of the Temporary Total Disablement Benefit will cease when
  - i. the **Insured Person** has made a recovery from **Temporary Total Disablement**; or
  - ii. the total maximum benefit is exhausted, or
  - iii. the **Insured Person** dies or is deemed to suffer **Permanent Total Disablement**, whichever occurs first



This Section shall not apply to the policy unless specified as INSURED in the Schedule

## Section 8 - Employers' Liability

### Cover and Jurisdiction

The **Insurers** will indemnify the **Insured** and any **Additional Insured**:

1. against legal liability for damages and claimant's costs and expenses in respect of **Injury** caused to any **Person Employed** during the **Period of Insurance** within the **Territorial Limits** and arising out of and in the course of employment by the **Insured in the Business**;
2. in respect of **Legal Costs** incurred with the written consent of the **Insurers** in connection with any event which is or may be the subject of indemnity under 1 above.

Provided always that no indemnity will be afforded by the **Insurers** in respect of any judgement, award or settlement made in any country or territory outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man, or in respect of any order made anywhere in the world to enforce such judgement, award or settlement either in whole or in part, unless the **Insured** has requested that there shall be no such limitation and has accepted the terms offered by the **Insurers** in granting such cover, which offer and acceptance must be signified by an Endorsement attaching to this Policy .

### Limit of Liability

Irrespective of:

1. The number of parties and or entities entitled to indemnity;
2. The number of claimants;

the total amount payable by the **Insurers** under this Section including all Extensions in respect of or arising from any one claim or series of claims against the **Insured** arising out of one Event shall not exceed the **Limit of Liability** specified in the **Schedule** for Employers' Liability.

This Section provides cover against legal liability for damages, claimant's costs and expenses and **Legal Costs** in respect of **Injury** sustained by **Persons Employed** caused as a result of **Act of Terrorism** during the **Period of Insurance** within the **Territorial Limits** up to a limit of GBP5,000,000 in respect of any one Event.

### Extension to Section 8

The following Extension shall apply, subject always to the limits, terms, conditions and exclusions of this Section and the Policy.

#### 1. Subrogation Waiver

If the terms of any contract or agreement entered into by the **Insured** so require, the **Insurers** will waive any right of subrogation they may have or acquire, but only to the extent required by such contract or agreement, subject otherwise to the limits, terms, conditions and exclusions of this Policy.

#### 2. Temporary overseas visits

The **Insurers** will indemnify the **Insured** and/or **Additional Insured** against legal liability in respect of Injury sustained in connection with the **Business** while temporarily outside the **Territorial Limits** during the **Period of Insurance** provided that:

- a. Such temporary business trip outside the **Territorial Limits** do not exceed a period of three (3) months;

and

b. The **Insured** and/or Additional Insured is domiciled within the **Territorial Limits**.

This extension shall not apply directly or indirectly with respect to liability:

i. Arising out of, from or in connection with any country or territory which operates under the laws of the United States of America or of Canada;

ii. Manual visits outside the **Territorial Limits**.

### 3. Unsatisfied Court Judgement

If a judgement for damages is obtained:

a. By any **Person Employed** or the personal representatives of any **Person Employed** in respect of **Injury** sustained by the **Person Employed** caused during the **Period of Insurance** and arising out of and in the course of employment by the **Insured** in the **Business**;

b. Against any company or individual operating from premises in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man; in any court within the territories specified in B above; an

c. Remains unsatisfied in whole or in part 6 (six) months after the date of such judgement at the request of the **Insured**, the **Insurers** will pay to the **Person Employed** or the personal representatives of the **Person Employed**, the amount of any such damages and any awarded costs to the extent that they remain unsatisfied provided that

i. There is no appeal outstanding;

ii. If any payment is made under the terms of this Extension, the **Person Employed** or the personal representatives of the **Person Employed** shall assign the judgement to the **Insurers**.

## Exclusions to Section 8

This Section will not apply to legal liability in respect of:

### 1. Medical and Repatriation Costs

a. Medical costs or medical expenses;

b. Repatriation costs or repatriation expenses;

incurred by any **Person Employed** whilst outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

### 2. Offshore Work

**Injury** sustained by any **Person Employed Offshore**.

### 3. Road Traffic Legislatio

**Injury** for which the **Insured** is required to arrange motor insurance or security in accordance with any road traffic legislation

This Section shall not apply to the policy unless specified as INSURED in the Schedule

## Section 9 - Public Liability

### Cover and Jurisdiction

The **Insurers** will indemnify the **Insured** and any **Additional Insured**:

1. against legal liability for damages and claimant's costs and expenses in respect of:

- a. **Injury** to any person;
- b. **Damage to Property**;
- c. **Nuisance**;
- d. **Personal Injury**;

occurring during the **Period of Insurance** within the **Territorial Limits** in connection with the **Business**;

2. in respect of **Legal Costs** incurred with the written consent of the **Insurers** in connection with any Event which is or may be the subject of indemnity under 1 above.

Provided always that no indemnity will be afforded by the **Insurers** in respect of any judgement, award or settlement made in any country or territory which operates under the laws of the United States of America or of Canada or in respect of any order made anywhere in the world to enforce such judgement, award or settlement either in whole or in part unless the **Insured** has requested that there shall be no such limitation and has accepted the terms offered by the **Insurers** in granting such cover, which offer and acceptance must be signified by an Endorsement attaching to this Policy .

### Limit of Liability and Legal Costs

1. Irrespective of:

- a. the number of parties and/or entities entitled to indemnity;
- b. the number of claimants;

the total amount payable by the **Insurers** under this Section and all Extensions in respect of any one Event shall not exceed the **Limit of Liability** specified in the **Schedule** for Public Liability.

2. **Legal Costs** payable by the **Insurers** shall be paid in addition to the **Limit of Liability** unless otherwise stated provided always that:

- a. if a payment of damages and/or claimant's costs and expenses exceeding the **Limit of Liability** has to be made to dispose of any claim;

and;

- b. The **Insurers** are liable to pay **Legal Costs** in addition to the **Limit of Liability**;

the liability of the **Insurers** for such **Legal Costs** shall be limited to such proportion as the **Limit of Liability** bears to the amount paid to dispose of such claim. Nothing contained in this clause shall be construed to vary or override Claims Conditions of this Policy.

This Section provides cover against legal liability for damages and claimant's costs and expenses and **Legal Costs** in respect of Injury sustained by any person, other than a **Person Employed**, and **Damage to**

**Property** directly or indirectly caused by, or contributed to by, or arising from **Act of Terrorism** occurring during the **Period of Insurance** within the **Territorial Limits** up to a limit of GBP2,000,000 in respect of any one Event or the amount of the **Limit of Liability** as stated in the **Schedule**, whichever is the lower.

## Extensions to Section 9

The following Extensions shall apply, subject always to the limits, terms, conditions and exclusions of this Section and the Policy.

### 1. Contingent Motor Liability

Notwithstanding Exclusion 6 of Section 8, the **Insurers** will indemnify the **Insured** and no other against legal liability arising out of the use in the course of the **Business** of any mechanically-propelled vehicle not the property of nor provided by the **Insured**.

This Extension will not apply to legal liability:

- a. arising while such vehicle is being driven by the **Insured** or **Additional Insured**;
- b. in respect of loss of or **Damage** to such vehicle or to any **Property** conveyed therein;
- c. arising out of the use of any such vehicle owned or provided by any principal for whom the **Insured** is working or any subcontractor acting for or on behalf of the **Insured**;
- d. arising outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man;
- e. in respect of which the **Insured** is entitled to indemnity under any other insurance.

### 2. Data Protection Act

The **Insurers** will indemnify the **Insured** and, if the **Insured** so requests, any director or partner of the **Insured** or **Person Employed** against legal liability for **Injury** arising under Section 13 of the Data Protection Act 1998 or any subsequent amending or substitution legislation. For the purposes of this Extension damage and/or distress within the meaning of such Act shall be deemed to be **Injury**, provided that the **Insured**:

- a. is registered in accordance with the terms of such Act or has applied for registration which has not been refused or withdrawn;
- b. has taken all reasonable care to comply with the requirements of such Act.

This Extension will not apply to:

- i. The costs of replacing, reinstating, rectifying or erasing data;
- ii. Legal liability arising from, or caused by any deliberate act or omission of the **Insured** or any person entitled to indemnity, if the result thereof could reasonably have been expected by the **Insured** or such other person having regard to the nature and circumstances of such act or omission;
- iii. The payment of fines or penalties
- iv. Claims arising out of circumstances notified to previous insurers or known to the **Insured** at the inception of this Policy;
- v. Legal liability in respect of which indemnity is provided by any other insurance.

### 3. Defective Premises Act

In so far as this Section indemnifies the **Insured** against legal liability arising from ownership of **Buildings** for **Injury** or **Damage** to **Property**, such Section shall apply to legal liability incurred by the **Insured** by virtue of Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with premises disposed of by the **Insured**.

This Extension will not apply to legal liability:

- a. for the costs of remedying any defect or alleged defect in premises disposed of by the **Insured**;
- b. in respect of which the **Insured** is entitled to indemnity under any other insurance.

### 4. Property Owners' Liability

The insurance covers sums which the **Insured** shall become legally liable to pay as damages, **Legal costs** or any other costs and expenses to any person other than the **Persons Employed**, for **Accidental Bodily Injury** or **Damage** to property provided that

- a. such legal liability arises solely in connection with the **Insured's** ownership of or responsibility for the **Building** insured by this Section;
- b. the **Insurer** shall not be liable in respect of any liability arising under any contract or indemnity which imposes upon the **Insured liability** which would not otherwise have been arising in the absence of the contract;
- c. the **Insurer** shall not be liable in respect of any liability arising from boilers other than those used for domestic purposes or any pressure plants;
- d. the **Insurer** shall not be liable for any amount in excess of the sum stated in the **Schedule** in respect of any one **Occurrence** irrespective of the number of claimants.

### 5. Overseas Personal Liability

The **Insurers** will indemnify the **Insured** and, if the **Insured** so requests, any director or partner of the **Insured** or **Person Employed** and the accompanying spouse of the director or partner of the **Insured** or **Person Employed** against legal liability incurred in a personal capacity while temporarily outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man in connection with the **Business** provided that the **Insurer** shall not be liable in respect of any liability arising directly or indirectly out of or in connection with:

- i. Any country or territory which operates under the law of the United States of America or of Canada;
- ii. Any liability arising out of the ownership or occupation of land or buildings;
- iii. In respect of which indemnity is afforded by any other insurance.

### 6. Subrogation Waiver

If the terms of any contract or agreement entered into by the **Insured** so require, the **Insurers** will waive any right of subrogation they may have or acquire, but only to the extent required by such contract or agreement, subject otherwise to the limits, terms, conditions and exclusions of this Policy.

### Exclusions to Section 9

This Section will not apply to legal liability:

#### 1. Advertising Injury

to a third party arising out of the **Insured's** advertising activities, but only if such injury arises out of:-

- a. misappropriation of advertising ideas or style of doing business;
- b. Infringement of copyrighted advertising materials, titles or slogans;
- c. incorrect description or mistake in advertised price of goods, products or services sold, offered for sale or advertised.

## **2. Injury sustained by Persons Employed**

For **Injury** sustained by any **Person Employed** arising out of and in the course of employment by the **Insured** in the **Business**.

## **3. Product**

Directly or indirectly caused by, arising from or in connection with any Product.

## **4. Property in the Insured's Care, Custody or Control**

In respect of loss of or **Damage** to any Property which at the time of the Event giving rise to such liability is owned by, or held in trust by, or in the care, custody or control of the Insured or any **Person Employed** other than:

- a. Personal effects including vehicles and their contents of any **Person Employed** or any director or partner of or visitor to the **Insured**;
- b. Premises including their contents not owned by, or leased or rented to the **Insured** but temporarily occupied by the **Insured** for the purposes of undertaking work in connection with the **Business**;
- c. Premises and their fixtures and fittings leased or rented to the **Insured**. Provided that where such liability has been accepted by agreement, indemnity will only be provided to the extent that such liability would have attached in the absence of the said agreement.

## **5. Pollution or Contamination**

Directly or indirectly caused by, arising from or in connection with **Pollution or Contamination**.

## **6. Vehicles**

Arising out of the ownership or possession or use of any mechanically-propelled vehicle by or on behalf of the **Insured** in circumstances where insurance or security is required under the provisions of any road traffic legislation but this Exclusion will not apply to

- a. Mechanical plant while operating as a tool of trade;
- b. The loading or unloading of any vehicle;

except in respect of legal liability for which:

- i. Insurance or security is required by law;
- ii. Indemnity is provided by any motor insurance contract.

## **7. Vessels and Craft**

Arising out of the ownership, possession or use by or on behalf of the **Insured** of any vessel or craft de-

signed to travel in, on or through water, air or space but this Exclusion will not apply to waterborne craft not exceeding 4 (four) metres in length in the territorial waters of Great Britain, Northern Ireland, the Channel Islands and the Isle of Man, and Member States of the European Union.

## **8. Work Offshore**

Arising from or in connection with any work undertaken Offshore.



This Section shall not apply to the policy unless specified as INSURED in the Schedule

## Section 10 - Products Liability

### Cover and Jurisdiction

The **Insurers** will indemnify the **Insured** and any **Additional Insured**:

1. Against legal liability for damages and claimant's costs and expenses in respect of:

a. **Injury** sustained by any person;

b. Damage to Property;

happening during the **Period of Insurance** and caused by any **Product**;

2. in respect of **Legal Costs** incurred with the written consent of the **Insurers** in connection with any event which is or may be the subject of indemnity under 1 above.

Provided always that no indemnity will be afforded by the **Insurers** in respect of any judgement, award or settlement made in any country or territory which operates under the laws of the United States of America or of Canada or in respect of any order made anywhere in the world to enforce such judgement, award or settlement either in whole or in part, unless the **Insured** has requested that there shall be no such limitation, and has accepted the terms offered by the **Insurers** in granting such cover, which offer and acceptance must be signified by an Endorsement attaching to this Policy .

### Limit of Liability and Legal Costs

1. Irrespective of:

a. the number of parties and/or entities entitled to indemnity;

b. The number of claimants;

the total amount payable by the **Insurers** under this Section and all Extensions in respect of all Events shall not exceed the **Limit of Liability** specified in the **Schedule** for Products Liability.

2. **Legal Costs** payable by the **Insurers** shall be paid in addition to the **Limit of Liability** unless otherwise stated provided always that:

a. if a payment of damages and/or claimant's costs and expenses exceeding the **Limit of Liability** has to be made to dispose of any claim; and

b. the Insurers are liable to pay **Legal Costs** in addition to the **Limit of Liability**;

the liability of the **Insurers** for such **Legal Costs** shall be limited to such proportion as the **Limit of Liability** bears to the amount paid to dispose of such claim. Nothing contained in this clause shall be construed to vary or override Claims Conditions of this Policy.

This Section provides cover against legal liability for damages and claimant's costs and expenses and **Legal Costs** in respect of **Injury** sustained by any person, other than a **Person Employed**, and **Damage** to Property directly or indirectly caused by, or contributed to by, or arising from **Act of Terrorism** occurring during the **Period of Insurance** within the **Territorial Limits** up to a limit of GBP2,000,000 or the amount of the **Limit of Liability** as stated in the **Schedule**, whichever is the lower.

## Extension to Section 10

The following Extension shall apply, subject always to the limits, terms, conditions and exclusions of this Section and the Policy.

### 1. Consumer Protection Act and Food Safety Act Legal Defence Costs

The **Insurers** will indemnify the **Insured** and, if the **Insured** so requests, any **Person Employed** or director or partner of the **Insured** in respect of **Legal Costs** incurred with the written consent and control of the **Insurers** in the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings in respect of a breach of:

a. Part II of the Consumer Protection Act 1987

or

b. Part II of the Food Safety Act 1990

Arising out of the **Business**.

This Extension will not apply:

- i. to fines or penalties of any kind
- ii. to proceedings consequent upon any deliberate act or omission by:
  - a) The **Insured**;
  - b) Any **Person Employed** or partner or director of the **Insured**;
- iii. Where indemnity is provided by any other insurance.

## Exclusions to Section 10

This Section will not apply to legal liability:

### 1. Aircraft and Marine Products

Arising from or in connection with **Products** which to the knowledge of the **Insured** are for use in or incorporation into:

- a. Any craft designed to travel in, on or through air or space; or
- b. Safety or navigation equipment of marine craft.

### 2. Pollution or Contamination

directly or indirectly caused by, arising from or in connection with **Pollution or Contamination**.

### 3. Products

in respect of loss of or damage to or the costs of recall, removal, repair, alteration, reconditioning, replacement or reinstatement of or making any refund for any **Products** caused or necessitated by the defective condition or unsuitability of any **Products** or part of such **Products**.

## Extension to Sections 9 and 10

The following Extensions shall apply, subject always to the limits, terms, conditions and exclusions of Sections 7 and 8 and the Policy.

## 1. Pollution or Contamination

Notwithstanding Exclusion 5 of Section 9 and Exclusion 2 of Section 10 the **Insurers** will indemnify the **Insured** and any **Additional Insured** for damages, statutory clean up costs and claimant's costs and expenses which the **Insured** is legally liable to pay, or legally obliged to incur, for remediation of **Pollution or Contamination** which occurs within the Republic of Ireland, Great Britain, Northern Ireland, the Channel Islands or the Isle of Man or member state of the European Union in connection with the **Business** provided always that:

- a. such liability arises under an environmental protection directive, statute or statutory instrument; and
- b. **Pollution or Contamination** is caused by a sudden, identifiable, unintended and unexpected Event which takes place in its entirety at a specific time and place during the **Period of Insurance**; and
- c. no indemnity shall be provided in respect of activities commenced by or on behalf of the **Insured** prior to inception of the **Period of Insurance** or any period of continuous insurance prior to inception of the **Period of Insurance** where each policy making up that continuous insurance is underwritten by the **Insurers** or by an affiliate

**Injury and Damage** caused by **Pollution or Contamination** which arises out of a sudden, identifiable, unintended and unexpected event, which takes place in its entirety at a specific time and place during the **Period of Insurance** shall be deemed by the **Insurers** for the purposes of this Policy to have been caused at the time such Event takes place.

The **Limit of Liability** of the **Insurers** in respect of:

- i. Statutory clean-up costs shall be GBP1,000,000 in the aggregate for Sections 9 and 10 in respect of the **Period of Insurance**; which is inclusive and not in addition to the aggregate limit for **Pollution and Contamination** Events under (ii) below;
- ii. All Events agreed by the **Insurers** to have happened during the **Period of Insurance** in respect of **Pollution or Contamination** shall not exceed GBP2,000,000 or the **Limit of Liability** specified in the Schedule for Public Liability, whichever is the higher, in the aggregate for Sections 9 and 10 in respect of the **Period of Insurance** inclusive of **Legal Costs** and statutory clean-up costs.

## 2. Principals

The **Insurer** will indemnify any principal of the **Insured**, upon written request from the **Insured**, but only to the extent required by contract conditions in respect of liability arising solely out of work performed for the principal by or on behalf of the **Insured** and provided that:

- a. the principal shall comply with and be subject to the terms and conditions of this Policy in so far as they can apply as though he were the **Insured**; and
- b. the **Insurer's** liability under this extension shall in no way operate to increase the Limit of Indemnity; and
- c. such liability is not covered under any other insurance or in any other way.

## Extensions to Sections 8, 9 and 10

The following Extensions shall apply, subject always to the limits, terms, conditions and exclusions of Sections 8, 9 and 10 and the Policy.

### 1. Cross Liabilities

If the **Insured** comprises more than one entity the **Insurers** will indemnify each entity in the same manner and to the same extent as if a separate Policy had been issued to each provided that the total amount of

indemnity afforded by the **Insurers** shall not exceed the **Limit of Liability** regardless of the number of entities entitled to indemnity.

## 2. Compensation for Court Attendance

If at the request of the **Insurers** any **Person Employed** or director or partner of the **Insured** shall attend court as a witness in connection with a claim in respect of which the **Insured** is entitled to indemnity under these Sections, the **Insurers** will provide compensation to the **Insured** at the following rates per day for each day on which attendance is required:

- a. Any director or partner of the **Insured**      GBP500
- b. Any other **Person Employed**      GBP250

## 3. Corporate Manslaughter Legal Defence Costs

This Policy is extended to indemnify the **Insured** and if the **Insured** so requests any **Person Employed** or director or partner of the **Insured** in respect of **Legal Costs** incurred in the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings in respect of manslaughter or culpable homicide or alleged manslaughter or culpable homicide, including a breach of the Corporate Manslaughter and Corporate Homicide Act 2007 and any amending and/or subsequent legislation, provided that an offence is alleged to have been committed during the **Period of Insurance** in the course of the **Business**.

The **Insurers** shall be entitled but not obliged to assume the conduct of the defence of any criminal proceedings in respect of which an indemnity is provided under this Extension.

The indemnity provided under this Extension shall not exceed GBP2,500,000 any one claim and in the aggregate for all claims during any one **Period of Insurance**.

This Extension shall not apply:

- a. To fines or penalties of any kind
- b. Where indemnity is provided by any other insurance.

## 4. Health and Safety at Work Legal Defence Costs

Subject to the terms of the **Insurers'** written consent and the **Insurers'** control, the **Insurers** will indemnify the **Insured** and if the **Insured** so requests, any **Person Employed** or director or partner of the **Insured**, in respect of **Legal Costs** incurred in the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings in respect of a breach of any Health and Safety Legislation, provided that an offence is alleged to have been committed during the **Period of Insurance** in the course of the **Business**.

This Extension will not apply:

- a. To fines or penalties of any kind
- b. To proceedings consequent upon any deliberate act or omission by:
  - i. The **Insured**;
  - ii. any partner or director of the **Insured**;

which could reasonably have been expected to constitute a breach of the Health and Safety Legislation having regard to the nature and circumstances of such act or omission;

- c. where indemnity is provided by any other insurance.

This Section shall not apply to the policy unless specified as INSURED in the Schedule

## Section 11 - Legal Expenses

### Insuring Clause

The **Insurers** agree to indemnify the **Insured**, to the extent specified in Coverage Clauses 1 to 8 detailed below, in connection with the **Business** of the **Insured** subject to the terms, conditions, exclusions and limitations in this Policy and its **Schedule**.

### Limit of Liability

The **Insurers'** total liability under this Insurance shall not exceed

- a. the Sub-Limits specified in the **Schedule** with respect to the individual Coverage clauses under this Section of the Policy; and;
- b. the Overall Limit of Indemnity with respect to all claims under this Section of the Policy.

In respect of Coverage Clause 1. Contractual Disputes, subject always to the Overall Limit of Indemnity specified in the **Schedule**, if the amount payable by the **Insurer** for Legal Expenses incurred exceeds 75% of the **Sum in Dispute** then the **Insured** shall be responsible for all of the amount that exceeds 75% of the **Sum in Dispute** then the **Insured** shall be responsible for all of the amount that exceeds 75% of the **Sum in Dispute**.

### Coverage Clauses

#### 1. Contractual Disputes

The **Insurers'** agree to pay on the **Insured's** behalf the reasonable **Legal Expenses** incurred by the **Insured** as a result of any **Legal Expenses** Claim first made against the **Insured** by a third party or against a third party by the **Insured** and notified to the **Insurer** during the **Period of Insurance** arising out of a contractual dispute under the Sale of Goods Act 1979 or the Supply of Goods and Services Act 1982 in the course of the **Insured's Business** activities.

Provided that:

- a. there is a direct contractual relationship between the **Insured** and the third party; and
- b. **Sum in Dispute** is greater than GBP 500.

#### 2. Health and Safety

The **Insurer** agrees to pay on the **Insured's** behalf the reasonable **Legal Expenses** incurred for an appeal against the service of an Improvement or Prohibition Notice under the Health and Safety at Work etc Act 1974 or the Food Safety Act 1990 in the course of the **Insured's Business** activities where the appeal is first made and notified to the **Insurer** during the **Period of insurance**.

#### 3. Employment Disputes

The **Insurer** agrees to pay on the **Insured's** behalf reasonable **Legal Expenses** incurred by the **Insured** as a result of any **Legal Expenses** Claim first made against the **Insured** and notified to the **Insurer** during the **Period of insurance** arising out of a dispute with a **Person Employed** in respect of:

- a. A past or present **Person Employed's** contract of employment; or
- b. The dismissal of an **Person Employed**; or

c. An actual or alleged breach of employment legislation.

However, prior to obtaining cover under this Coverage Clause, the **Insured** must obtain prior written agreement from the Telephone Legal Advisory Service of the procedure to be followed and comply with this procedure before the **Insured** undertakes any:

- i. disciplinary procedure or action; or
- ii. dismissal of a Person Employed; or
- iii. redundancy procedure; or
- iv. investigation of an actual or alleged form of discrimination, wrongful dismissal, harassment or unfair treatment; or
- v. significant alteration to the terms and conditions of a **Person Employed's** contract of employment.

#### 4. Criminal Proceedings

The **Insurer** agrees to pay on the **Insured's** behalf the reasonable **Legal Expenses** incurred by the **Insured** as a result of any criminal proceedings first initiated against the **Insured** and notified to the **Insurer** during the **Period of Insurance** provided that the criminal proceedings arise out of the **Insured's Business** activities.

#### 5. Property Disputes

The **Insurer** agrees to pay on the **Insured's** behalf the reasonable **Legal Expenses** incurred as a result of any **Legal Expenses** Claim first made against the **Insured** by a third party or against a third party by the **Insured** and notified to the **Insurer** during the **Period of Insurance** arising out of a dispute, nuisance or trespass in respect of the premises where the **Insured** carry out their **Business** activities, provided that the **Insured** will suffer loss in the event the **Insured** does not defend the **Legal Expenses** Claim made against them or pursue the **Legal Expenses** Claim against the third party.

#### 6. Tax Protection

The **Insurer** agrees to pay on behalf of the **Insured** or any **Subsidiary** the reasonable **Appointed Representative Expenses** incurred as a result of an Investigation first initiated against it and notified to the **Insurer** during the **Period of Insurance** arising out of any tax return or accounts submitted by the **Insured** or any **Subsidiary** to HM Revenue & Customs (HMRC).

#### 7. Bodily Injury

The **Insurer** agrees to pay on the **Insured's** behalf the reasonable **Legal Expenses** incurred by the **Insured** in making a **Legal Expenses** Claim against a third party as a result of **Injury** and to **Persons Employed** occurring during the **Period of Insurance** and notified to the **Insurer** during the **Period of Insurance**, provided the Injury was sustained away from the **Insured Premises** and in the course of the **Insured's Business** activities.

#### 8. Data Protection

The **Insurer** agree to indemnify the **Insured** against **Legal Expenses** and **Awards** incurred in any claim or legal proceedings brought or commenced against the **Insured** within the **Territorial Limits** and arising out of the **Business** of the **Insured** arising from:

- a. defending the **Insured** from an allegation of a breach of the Data Protection Act 1998;



- b. appealing against the refusal of an application for registration, or alteration of registered particulars; or
- c. appealing against an Enforcement or Deregistration or Transfer Prohibition Notice;

Provided that the claim is made or legal proceedings are brought against the **Insured** and notified to the **Claims Manager** during the **Period of Insurance**.

## **Exclusion to Section 11**

The **Insurer** shall not be liable for any claim

1. arising out of any dispute between the **Insurer**, the **Insured**, the **Claims Managers** or the **Insured's Appointed Representative**; or
2. arising directly or indirectly out of any judicial review; or
3. in respect of Coverage Clause 1 Contractual Disputes only, arising directly or indirectly out of contracts:
  - a. performed outside the **Territorial Limits**;
  - b. or the provision or acquisition of insurance, credit, secured lending or guarantee; or
  - c. where the **Insured's** liability, or a right of recovery, is incurred through an agent, by assignment or subrogation; or
  - d. which fall under the Consumer Credit Act 1974; or
  - e. relating to a franchise; or
  - f. containing an arbitration clause; or
  - g. for construction, as defined in part 2) of the Housing Grants Construction and Regeneration Act 1996; or
  - h. for the possession, purchase or sale of land, interest in land or use of land including any buildings situated on the land; or
  - i. for any debt collection services for the recovery of any monies owed to the **Insured** by a third party; or
4. In respect of Coverage Clause 3 Employment Disputes only, arising directly or indirectly out of disputes relating to any:
  - a. fine or award of damages incurred for deliberately avoiding a payment or liability under statutory requirements, redundancy payments or monies due or properly payable arising from obligations under a contract of employment, service agreement or related document incorporated into the terms of a contract of service; or
  - b. Actual or alleged breach of the Transfer of Undertakings (Protection of Employment) Regulations 1981 or the Acquired Rights Directive; or
  - c. Additional awards or special awards, interim relief, arrears of pay, damages payable under the Equal Pay Act or arising out of the failure to comply with awards in respect of reinstatement or re-engagement of employment; or
5. in respect of Coverage Clause 4 Criminal Proceedings only, arising out of any criminal proceedings or allegations in respect of:



- a. The ownership, possession of or use of any vehicle; or
  - b. Any investigation by HMRC or the Benefits Agency; or
  - c. Assault, violence, fraud, conspiracy to defraud, dishonesty or malicious falsehood; or
  - d. The manufacture, dealing in or use of alcohol, illegal drugs or indecent or obscene materials; or
  - e. Any illegal immigration; or
  - f. Any money laundering offence under Part 7 of the Proceeds of Crime Act 2002; or
  - g. Bribery and corruption;
  - h. Contravention of sanctions.
6. In respect of Coverage Clause 5 Property Disputes only, arising directly or indirectly out of disputes relating to:
- a. Mining, subsidence or heave; or
  - b. Planning consents, building regulations or compulsory purchase orders; or
  - c. The renewal of the **Insured's** lease or other contract for the use of the **Insured Premises**;
7. In respect of Coverage Clause 6 Tax Protection only, arising directly or indirectly out of any Investigation relating to:
- a. For taxes, fines, penalties or any duty imposed by HMR
  - b. Any Public Notice 160 received by the **Insured** or any civil evasion penalty issued under Section 60 of the VAT Act 1994; or
  - c. An HMRC Specialist Investigation, a civil investigation of fraud or other crime, Code of Practice 8 or 9 investigations or costs to defend any criminal prosecution; or
  - d. The late submission of any tax return or accounts where HMRC levy a penalty or claim for interest because of the late submission or where the Insured's tax return or accounts contain negligent misstatements or where the Insured has failed to meet the minimum standards of book keeping or record keeping; or
  - e. Any tax return submitted at the final filing date which contains provisional figures for the **Insured's** trading income and expenditure; or
  - f. Financial planning arrangements, including but not limited to HMRC enquiries into tax planning arrangements where a Disclosure of Tax Avoidance Scheme (DoTAS) Number has been allocated (or would have been allocated had the tax planning arrangements been notified to HMRC on time); or
  - g. the cost of preparation, appeal or processing of any tax computation, assessment, demand or payment or routine treatment of taxation matters.

## Conditions to Section 11

### 1. Prior Consent

- a. It is a condition of this insurance that the **Claims Manager's** consent to incur **Legal Expenses** or **Appointed Representative Expenses** must first be obtained in writing
- b. Prior to the payment of **Legal Expenses** or **Appointed Representative Expenses** under this Section, the **Claims Manager** will consider whether there are reasonable prospects of the **Insured** being **Successful** ~ if the **Legal Expenses** Claim or the **Investigation** is pursued or defended and they will inform the **Insured** of their decision as soon as practicable.
- c. If the **Claims Manager** considers there to be reasonable prospects of the **Insured** being **Successful**, they will provide the **Insured** with their written agreement to pay **Legal Expenses** or **Appointed Representative Expenses** on the **Insured's** behalf to pursue or defend the **Legal Expenses** Claim or the **Investigation**. However, if the **Claims Manager** does not consider there are reasonable prospects of the **Insured** being **Successful** and does not provide their written agreement but the **Insured** disagrees with their decision, the **Insured** have the option to resolve the disagreement through binding arbitration. The dispute will be referred to a suitable independent expert mutually agreed between the **Insured** and the **Insurer**.
- d. The **Insurer** agrees with the **Insured** that the decision of the independent expert is final and binding. If the independent expert agrees with the **Insured** that there are reasonable prospects of the **Insured** being **Successful** the **Insurer** will pay the fees and expenses of the independent expert. However, if the independent expert agrees with the **Insurer** that there are no reasonable prospects of the **Insured** being **Successful** the fees and expenses of the independent expert shall be shared equally between the **Insured** and the **Insurer**.

### 2. Appointed Representative

- a. In the event that the **Insurer** agrees to pay **Legal Expenses** or **Appointed Representative Expenses** on the **Insured's** behalf to pursue or defend a **Legal Expenses** Claim or an **Investigation** and the **Insured** and the **Insurer** subsequently agree that it is necessary for the **Insured** to instruct an **Appointed Representative**, the **Insured** has the right to choose their **Appointed Representative** with the **Claims Manager's** prior written agreement (which will not be unreasonably withheld).
- b. Prior to the **Insurer** providing their written agreement for their **Appointed Representative** to act on the **Insured's** behalf, the **Insurer** will consider whether, in the opinion of the **Insured's Appointed Representative**, there are reasonable prospects of the **Insured** being **Successful**.
- c. The **Claims Managers** will monitor the progress of the **Legal Expenses** Claim or the **Investigation**. If at any time during the progress of the **Legal Expenses** Claim or the **Investigation**, the **Insured's Appointed Representative's** opinion changes from being **Successful** to not being **Successful**, the **Insurer** reserves the right to withdraw its agreement to pay further **Legal Expenses** or **Appointed Representative Expenses** for the pursuit or defence of the **Legal Expenses** Claim or the **Investigation**.
- d. If the **Insurer** withdraws agreement to pay further **Legal Expenses** or **Appointed Representative Expenses** for the pursuit or defence of the **Legal Expenses** Claim or the **Investigation** but the **Insured** continues to pursue or defend the **Legal Expenses** Claim or the **Investigation** at their own expense and are **Successful** in the pursuit or defence of the **Legal Expenses** Claim or the **Investigation**, the **Insurer** will reimburse those reasonable **Legal Expenses** or **Appointed Representative Expenses** incurred by the **Insured** from the date that the agreement was withdrawn up until the final conclusion of the **Legal Expenses** Claim or the **Investigation**.

### 3. Information documentation or advice

The **Claims Manager** is entitled to receive from the **Appointed Representative** any information, document or advice in connection with any claim or legal proceedings even if such material is legally privileged. On request the **Insured** will give to the **Appointed Representative** any instructions necessary to secure the required access.

The **Insured** must give the **Appointed Representative** all necessary help and information including a complete truthful account of the facts of the case and all relevant documentary or other evidence in the **Insured's** possession. The **Insured** must search for, provide, obtain, sign or execute all documents as required by the relevant court or tribunal rules or as recommended by the **Appointed Representative** and attend all meetings or conferences as requested. Cover may be withdrawn if the **Insured** fails to co-operate at all or within a reasonable time with the **Appointed Representative's** request.

### 4. Invoice payments

The **Insurer** shall be responsible for the payment of **Legal Expenses** and/or **Appointed Representative Expenses** invoices. The **Insurers** will, however, settle these direct with the **Appointed Representative** if requested to do so by the **Insured**. All invoices must be certified by the **Claims Manager** to the effect that all charges have been properly incurred and this will be deemed authority for the **Insurers** to settle the invoice directly with the **Appointed Representative**.

Only invoices in respect of **Legal Expenses** and/or **Appointed Representative Expenses** incurred with the written consent of the **Claims Manager** and in the amount agreed with the **Claims Manager** shall be paid.

### 5. Recovery of Costs

Whenever the **Insured** is awarded costs or costs are included under the terms of any settlement, those costs are to be repaid to the **Insurers**. In every claim the **Insured** and the **Appointed Representative** shall make every effort to make a full recovery of costs. Where a settlement purports to be a global or a without costs settlement, the **Insured** agrees that the **Appointed Representative's** appraisal of a fair and reasonable proportion of that settlement will be deemed costs and shall be due to the **Insurers**.

### 6. Resist or pursue appeals

If, the **Insured** wishes to appeal against the judgement or a decision of the court or tribunal in legal proceedings which were previously consented to by the **Claims Manager**, the grounds of that appeal must be submitted to the **Claims Manager** for its prior written consent to incur **Legal Expenses** and/or **Appointed Representative Expenses** in that appeal.

If the appeal is lodged against the judgement or decision of the court or tribunal made in favour of the **Insured** in legal proceedings which were previously consented to by the **Claims Manager**, the **Claims Manager** must be informed immediately and its written consent must be obtained for cover to continue.

Where the **Insurers** wish to pursue or resist an appeal against the judgement or decision of the court or tribunal, the **Insured** must co-operate with the **Appointed Representative**.

### 7. Use of experts or legal counsels

Where the **Appointed Representative** wishes to obtain the opinion of or instruct counsel or experts, it must provide its reasons and seek and receive the prior written consent of the **Claims Manager**.

## General Exclusions

The following General Exclusions shall apply to all Sections of this Policy unless as stated otherwise. The **Insurers** shall not be liable for:

### 1. Chemical and Biological

**Loss, Damage, Loss of Rent** or legal liability arising, directly or indirectly, from or in consequence of chemical or biological emission, release, discharge, dispersal or escape or chemical or biological exposure of any kind chemical and/or biological and/or radiological irritants, contaminants or pollutants provided that this exclusion shall not apply to the extent covered under Section - Terrorism, if specified as 'INSURED' in the **Schedule**;

### 2. Cyber attack

**Loss, Damage, Loss of Income** or loss or legal liability directly or indirectly caused by or consisting of or arising from any form of cyber attack or cyber intrusion whether committed with malicious intent or not.

### 3. Excess

For the amount of the Excess specified in the **Schedule**.

### 4. Electronic Date Recognition

**Loss, Damage, Loss of Rent** or consequential loss or legal liability directly or indirectly caused by or consisting of or arising from the failure of any computer, data processing equipment or media, microchip, integrated circuit or similar device or any computer software, whether the property of the Insured or not:

- a. Correctly to recognise any date as its true calendar date;
- b. To capture, save or retain, and/or correctly to manipulate, interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date;
- c. To capture, save, retain or correctly to process any data as a result of the operation of any command which has been programmed into any computer **Software**, being a command which causes the loss of data or the inability to capture, save or retain or correctly to process such data on or after any date; but this shall not exclude subsequent **Damage** to the **Insured's** property including hired in plant and hired temporary buildings or consequential loss resulting therefrom not otherwise excluded under this Policy, which itself results from a **Defined Peri** .

For the purposes of this General Exclusion the words **Defined Peri** shall mean fire, lightning, explosion, aircraft or other aerial devices or articles dropped therefrom, riot, civil commotion, strikers, locked out workers or persons taking part in labour disturbances, malicious persons other than thieves, earthquake, storm, flood, escape of water from any apparatus or pipe, impact by any road vehicle or animal and theft

### 5. Electronic Data

**Loss, Damage, Loss of Rent** or legal liability arising, directly or indirectly, from **Damage**, destruction, distortion, erasure, corruption or alteration of **Electronic Data** from any cause whatsoever (including but not limited to **Virus or Similar Mechanism or Hacking or Denial of Service Attack**) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss, unless any such loss or damage results from a **Defined Peri** and is not otherwise excluded.

### 6. Law and Jurisdiction

Judgements, awards, settlements or orders of courts outside the **Territorial Limits** as defined, or to order

seeking to enforce such judgements, awards, settlements or orders, or to any liability arising under the law of any place outside the **Territorial Limits**.

## 7. Marine

**Loss, Damage, Loss of Rent** or legal liability arising from **Damage** to property which at the time of the happening of the loss, destruction or 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.

## 8. More Specific Insurance

**Loss, Damage, Loss of Rent** or consequential loss or legal liability arising from **Loss** or destruction of or **Damage** to any property more specifically insured by or on behalf of the **Insured**.

## 9. Mould and Fungus

**Loss, Damage, Loss of Rent** or legal liability arising, directly or indirectly, from **Pathogenic Organisms** or any form of bacterial contamination except in respect of insurance provided by the Disease, Infestation and Defective Sanitation under Section 2 – Loss of Rent.

## 10. Nationalisation and Confiscation

**Loss, Damage, Loss of Rent** or legal liability arising, directly or indirectly, from loss or destruction of or **Damage** to any property or any consequential loss caused by or contributed to confiscation, nationalisation, requisition, seizure or destruction by or under the order of any government or any public or local authority.

## 11. Northern Ireland

**Loss, Damage, Loss of Rent** or legal liability arising, directly or indirectly, from **Damage** to any property in Northern Ireland or loss resulting therefrom caused by or happening through or in consequence of:

- a. Civil commotion;
- b. Any unlawful, wanton or malicious act committed maliciously by a person or persons acting on behalf of or in connection with any **Unlawful Association**;

In any action, suit or other proceedings where the **Insurer** alleges that by reason of this exclusion any loss, destruction or **Damage** or loss resulting from such loss, destruction or **Damage** is not covered by this Insurance (or is covered only up to a **Limit of Liability** as specified in the **Schedule**) the burden of proving such loss, destruction or **Damage** or loss resulting from such loss, destruction or **Damage** is covered (or is covered beyond that **Limit of Liability**) shall be upon the **Insured**.

## 12. Other Insurance

**Loss, Damage, Loss of Rent**, legal liability arising, or cost and expenses which are otherwise more specifically insured under any other Policy by or on behalf of the **Insured**;

## 13. Punitive and Exemplary Damages

For any fines or damages for breach of contract or any penalties of whatsoever nature

## 14. Radioactive Contamination

**Loss, Damage, Loss of Rent** or legal liability arising, directly or indirectly, from:

- a. Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from

the combustion of nuclear fuel;

- b. The radioactive, toxic, explosive or other Hazardous or contaminating properties of any explosive nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
- c. Any weapon of war or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

#### 15. Sonic Boom

**Loss, Damage, Loss of Rent** or legal liability arising, directly or indirectly, from pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

#### 16. Terrorism or Act of Sabotage

- a. **Loss, Damage, Loss of Rent** or legal liability arising, directly or indirectly, from any **Act of Terrorism** or **Act of Sabotage** including any action taken in controlling, preventing, suppressing or any **Act of Terrorism**;
- b. **Loss, Damage**, injury, cost or expense directly or indirectly arising out of:
  - i. Any business interruption losses resulting from customers or suppliers extensions or denial of access due to any **Act of Terrorism** or **Act of Sabotage**;
  - ii. Loss, Damage, cost or expenses directly or indirectly arising out of any service interruption due to any Act of Terrorism or Act of Sabotage;

Provided that this exclusion shall not apply

- a. To the extent covered under Section 5- Terrorism, if specified as 'INSURED under Section 5- Terrorism in the **Schedule**'; and
- b. In excess of the Terrorism cover provided under Section 8 - Employers' Liability, Section 9 – Public Liability and Section 10 Product Liability.

#### 17. War

**Loss, Damage, Loss of Rent** or legal liability arising, directly or indirectly, from **War**, whether **War** be declared or not.



## Claims Conditions

The following Claims Conditions shall apply to all Sections and Extensions of this Policy unless stated otherwise.

### **In respect of Section 1 - Property Damage, Section 2 - Buildings, Section 3 – Business Interruption, Section 4 – Computer Breakdown, Section 5 – Terrorism and Section 6 - Theft by employee**

1. In the event of a claim or any incident occurs which may give rise to a claim under this Policy the **Insured** shall notify the **Insurer** via the broker or intermediary or by contacting the **Insurer** directly via the Claims Notification details specified in the **Schedule**:
  - a. Within 7 (seven) days in the case of **Damage** caused by riot, civil commotion, strikers, locked out workers persons taking part in labour disturbances or malicious persons;
  - b. As soon as practicable but in no event later than 30 (thirty) days of the event giving rise to the **Loss or Damage** caused by any other **Defined Peril** .
2. Additionally, in the event of any theft, attempted theft, riot, malicious damage or **Act of Terrorism** (if and to the extent that **Act of Terrorism** is insured by this Policy); the **Insurer** shall immediately notify the Police Authority.
3. The **Insured** shall supply at its own expense full details of the claim in writing together with any supporting information, receipts and proofs which the **Insurer** may reasonably require and no claim shall be paid until the **Insured** has complied with this paragraph.

### **In Respect of Section 7 - Personal Accident**

1. Notice must be given as soon as practicable to the **Insurers** of any **Accident** of the **Insured Person** which causes or may cause disablement within the meaning of this **Insurance**, and the **Insured Person** must as early as possible place him/herself under the care of a duly qualified medical practitioner .
2. Immediate notice must be given to the **Insurers** in the event of the death of the **Insured Person** resulting or alleged to result from an **Accident**
3. In no case will the **Insurers** be liable to pay compensation to the **Insured** or their representatives unless the medical adviser or advisers appointed by the **Insurers** for the purpose shall be allowed so often as may be deemed necessary to make an examination of the **Insured Person**.

### **In respect of Section 8 – Employers' Liability and Section 9 – Public Liability and Section 10 – Product Liability**

1. As a condition precedent to liability, the **Insured** shall notify the **Insurer** via the dedicated 24 (twenty-four) hour telephone number specified in the **Schedule**, immediately the **Insured** is aware of any occurrence or circumstances which may give rise to a claim, regardless of any applicable Excess, which shall include any accident at work which results in 3 (three) or more days' absence for any **Person Employed**.
2. In the event that Insurer may require the completion of a 'Claim Form' following notification of any occurrence or circumstances which may give rise to a claim, it is a condition precedent to **Insurer's** liability, that the **Insured** shall complete and sign the 'Claim Form' required by the **Insurer** as a Statement of Fact and return it to the address below within 7 days of receipt.
3. As a condition precedent to **Insurer's** liability, every letter, claim, writ, summons and/or process in connection with such occurrence or circumstances shall be forwarded to the **Insurer** at the address specified in the **Schedule**, immediately on receipt and in electronic format within 3 days (business) of the date and time of receipt.



4. As a condition precedent to liability, the **Insured** shall notify the **Insurer** via the Claims notification details specified in the **Schedule** immediately the **Insured** shall have knowledge of any prosecution, inquiry or inquest in connection with any occurrence or circumstances which may give rise to liability under this Policy.
5. As a condition precedent to liability, no admission, offer, promise, payment, **Legal Cost** or indemnity shall be made or given by or on behalf of the **Insured** without the Insurer's written consent.
6. As a condition precedent to liability, the **Insurer** shall be entitled to take over and conduct in the name of the **Insured** the defence or settlement of any claim, or to prosecute any claim in the name of the **Insured** for their own benefit, and shall have full discretion in the conduct of any proceedings and in the settlement of any claim. The **Insured** shall give all such information and assistance as the **Insurer** may require.
7. It is a condition precedent, with respect to Property Owners' Liability or Employers' Liability Claims, that if the **Insured** receives any Claim Notification Form(s) or notification directly from a **Person Employed** or third party Claimant or their appointed representative, that the Insured must acknowledge receipt of the Claim Notification Form(s) or notification to the Person Employed or third party Claimant or their appointed representative in;
  - a. An electronic format, and
  - b. Within 24 (twenty four) hours from the date and time of receipt thereof, and
  - c. The acknowledgement of the Claim Notification Form(s) must state that the Claim Notification Form(s) has been sent to your **Insurer**.
8. It is also a condition precedent that the Claim Notification Form(s) must be sent, within 24 (twenty four) hours to the **Insurer** and any failure to comply with this condition may result in the **Insurer** refusing to indemnify or the **Insured** being liable for any increased costs and/or damages to settle the claim if such costs and damages would not have been incurred had the **Insured** complied with this 'Acknowledgement of Claim Notification Form(s)' clause.
9. In respect of any claims against the **Insured** under the Property Owner's Liability and Employers' Liability Sections of this Policy to which a **Limit of Liability** applies, the **Insurer** may at any time pay the amount of such **Limit of Liability** after deduction of any sums already paid/incurred or any less amount for which at the absolute discretion of the **Insurer** such claims can be settled. The **Insurer** will then relinquish control of the said claims and be under no further liability in respect thereof, except for **Legal Costs** for which the Insurer may be responsible prior to the date of such payment unless the **Limit of Liability** is inclusive of **Legal Costs**.

#### **In respect of Section 11 - Legal Expenses**

1. It is a condition precedent to this insurance that the **Claims Manager** must be notified via the Claims Notification details specified in the **Schedule**
2. It is a condition of this insurance that the **Insured** informs the **Claims Manager** in writing as soon as the insured receives a Part 36 offer, a payment into court, an offer to settle a claim or legal proceedings or an invitation to participate in mediation or other form of dispute resolution. The **Insured** must not agree to settle any claim without the prior written consent of the **Claims Manager** which will not be unreasonably withheld or delayed. If the **Insured** rejects any offer to settle a claim by way of Part 36 offer or payment into court or otherwise which the **Claims Manager** considers reasonable and recommends acceptance of, then no further indemnity will be provided by the **Insurer** from the date of rejection by the insured.
3. In the event that the **Claims Manager** is notified during the **Period of Insurance** of any cause, event or circumstance which in the **Claims Manager's** reasonable opinion is likely to give rise to a claim or legal proceedings then any subsequent claim or legal proceedings which arise directly from that cause, event

or circumstance shall be deemed to have been made during the **Period of Insurance**.

4. On receipt of the **Insured's** notification, the **Claims Manager** will forward to the **Insured** a claim form which must be completed and returned immediately.

## General Conditions

The following General Conditions shall apply to all Sections of this Policy unless stated otherwise:

### 1. Abandonment

The **Insured** shall not in any case be entitled to abandon any property to the **Insurer** whether taken possession of by the **Insurer** or not.

### 2. Action to Minimise Loss

It is a condition that if any incident occurs which may give rise to a claim under this Policy the **Insured** shall take action to minimise the **Loss** or **Damage**, to avoid interruption or interference with the **Business** and to prevent further **Damage** or **Injury**.

### 3. Alteration of risk

If, after the inception of the **Period of Insurance**, there is any alteration:

- a. by removal; or
- b. whereby the risk of **Damage**, **Injury** or legal liability is increased; or
- c. whereby the **Insured's** interest ceases except by will or operation of law; or
- d. whereby the **Business** of the **Insured** is wound up or carried on by a liquidator or receiver, or put into administration or otherwise permanently discontinued; or
- e. any change is made in the description of the **Business**;

the **Insured** shall give written notice to the **Insurer** as soon as reasonably practical and in any event no later than 14 (fourteen) days from the date of the alteration or the **Insured's** knowledge of the alteration. The **Insurer** reserve the right to amend the terms of this Policy at the time of such notification and no indemnity shall be provided until the **Insured** has accepted the terms, which offer and acceptance must be signified in writing and by an Endorsement attaching to this Policy. Any change in the description of the **Business** and any material variation from the information supplied to the **Insurer** at the time this insurance was effected, not notified to the **Insurer** are not indemnified hereunder.

### 4. Arbitration

If any difference shall arise as to the amount to be paid under this **policy** (liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed by the parties in accordance with the statutory provisions being in force at that time. Where any difference is by this Condition to be referred to arbitration the making of an award shall be a condition precedent to any right of action against the **Insurers**.

### 5. Assignment

The insurable interest in the insurance by this **policy** shall not be transferred without the written consent of the **Insurer**.

### 6. Cancellation

You are entitled to cancel your insurance **policy** at any stage during the **policy** term. You are entitled to a period of 14 days, from inception, in which to consider the content of your insurance **policy**, and the extent of the cover therein. Cancellation of your **policy** within these 14 days is therefore subject to a full refund. Provided that there have been:

- No claims made under the **policy** for which we have made a payment;
- No claims made under the **policy** which are still under consideration;
- No incident likely to give rise to a claim but is yet to be reported to us.

Cancellations made after 14 days of the start date will be subject to cancellation fee of up to £35. We will also retain a pro-rata premium for time on cover. For instance, if you paid £200 for a **policy** and cancelled this half-way you will be entitled to a refund of £100 for the unexpired portion of the **policy** less the cancellation fee of £35 (total refund in this instance would be £65).

Please note any administration fees charged for **policy** set up are nonrefundable if cancelled after the 14 days cooling off period. However on certain policies, such as Legal Expenses & Rent Guarantee Insurance, there is no refund payable after the 14 days and no cancellation fee will be charged. Where this is applicable it would be highlighted on your **policy** wording.

## Our Right to Cancel

We are entitled to cancel this **policy**, if there is a valid reason to do so, including for example:

- (i) any failure by you to pay the premium; or
- (ii) a change in risk which means we can no longer provide you with insurance cover; or
- (iii) non-cooperation or failure to supply any information or documentation we request, such as details of claim;

by giving you fourteen (14) days' notice in writing. Any return of premium due to you will be calculated at a proportional daily rate depending on how long the **policy** has been in force unless you have made a claim in which case the full annual premium is due.

## 7. Choice of Law

Unless otherwise agreed by the **Insurer** and the **Insured**, this Policy shall be subject to and construed solely in accordance with the laws of England and Wales or for insureds domiciled in Scotland the laws of Scotland.

## 8. Contract (Rights of Third Parties) Act 1999

This insurance does not confer or create any right enforceable under the Contracts (Rights of Third Parties) Act 1999 or any amending or subsequent legislation by any person who is not named as the **Insured** and both the **Insurer** and **Insured** may amend, cancel or lapse this insurance without giving notice to, or requiring the consent of, any other third party. However, this will not preclude rights enforceable under the Third Parties (Rights against Insurers) Act 2010.

## 9. Contribution

If at the time of any claim(s) covered by the Section 1 - Property Damage, Section 2 – Building, Sections 3 Business Interruption, Section 4 Computer Equipment, Section 5 - Terrorism and Section 6 – Theft by employee sections of this Policy, other insurances cover the same risk or part thereof, the **Insurer** shall not be liable for more than their rateable proportion thereof.

If any such other insurance be subject to any condition of Average, this Policy, if not already subject to any such condition of Average, shall be subject to Average in like manner.

If any such other insurance is subject to any provision whereby it is excluded from ranking concurrently with this Policy, either in whole or in part, or from contributing rateably, the liability of the **Insurer** shall be limited to that proportion of the **Damage** which the **Sum Insured** under this Policy bears to the value of the property.

## 10. Declarations/Adjustments of Premium

If any part of the Premium is based on estimates provided by the **Insured**, the **Insured** shall keep an accurate record containing all relevant information and shall at any time allow the **Insurer** to inspect such record. The **Insured** shall within 60 (sixty) days after the expiry of each **Period of Insurance** furnish the relevant information, including but not limited to wage roll and turnover, as the Insurer may require. The Premium shall then be adjusted and the difference paid by or allowed to the **Insured**, subject to any Minimum Premium required within 30 (thirty) days of receipt of the **Insurer's** adjusted premium calculations. The **Insurer** reserve the right to request the **Insured** to supply an auditor's certificate attesting to the accuracy of any information furnished to the **Insurer**.

This applies to any Policy (or Policies) which may be issued by the **Insurer** in substitution for this Policy and the same discount shall be allowed off the premiums for any substituted Policy (or Policies) issued by the **Insurer** as aforesaid.

Payment of the premium due at the expiry date as specified in the **Schedule** shall be deemed to be acceptance by the Insured of the terms of this Condition.

## 11. Jurisdiction

In respect of any dispute or claim which do not fall within the scope of the Arbitration clause under General Conditions of this Policy, the **Insurer** and the **Insured** agree that such disputes arising out of or in connection with this Policy, including but not limited to any disputes relating to the formation, validity and interpretation and application of the terms, conditions, limits and exclusions of this Policy, shall be subject to the exclusive jurisdiction of the courts of England and Wales.

## 12. Employers' Liability Tracing office databas

The **Insurer** is required by regulation to maintain a database of all the companies and subsidiary companies for which it provides insurance under the Employers' Liability (Compulsory Insurance) Regulations 1998 and to submit such details to the Employers' Liability Tracing Office database

Where this Policy provides insurance under Section 5 Employers' Liability, it is a condition of this insurance that the **Insured** undertakes to supply full details (as required by the Employers' Liability Tracing Office) of the company and all subsidiary companies to the **Insurer** at inception of this policy and promptly thereafter following acquisition or disposal of any subsidiary company.

## 13. Excess

No indemnity is provided until the applicable Excess for any claim has been paid to and received by the **Insurer** hereon.

## 14. Fraud and Mis-information

This insurance has been provided to the **Insured** based on all written information provided and representations made by or on behalf of the **Insured** in the application of this insurance, which shall include but not be limited to the proposal form and all written materials provided in support thereof or any information or any declaration supplied by or on behalf of the **Insured** or its agents in connection with this insurance.

It is a condition precedent to the **Insurer's** liability under this policy that all the information is true to the best of the **Insured's** knowledge or could be ascertained by the **Insured** with reasonable diligence. In the event of fraudulent misrepresentation, mis-description or non-disclosure of any material particular, this Policy shall be voidable at the option of the **Insurer**.

If any claim made under this Policy by the **Insured** or anyone acting on behalf of the **Insured** is fraudulent or intentionally exaggerated or if any false declaration or statement shall be made in support thereof, all benefit under this Policy shall be forfeited

In the event of innocent or negligent misinformation or misrepresentation, mis-description or non-disclosure, the **Insurer's** reserve the right to proportionately reduce the claim payment to reflect the amount that would have been paid had the **Insurer** been made aware of the information.

## 15. Index Linking

The **Sums Insured** will be increased automatically throughout the **Period of Insurance** in line with:

- a. In respect of **Buildings** other than residential Premises; the General Building Cost Index issued by the Building Cost Information Service of the Royal Institute of Chartered Surveyors,
- b. In respect of residential Premises; the Household Rebuilding Cost Index issued by the Association of British Insurers (or some other suitable indices the Insurers decide upon);
- c. in respect of Contents; the Retail Price Index (or some other suitable index as the Insurers may decide upon). In the event of loss the **Sums Insured** will continue to be adjusted in accordance with fluctuations in the indices during the period necessary for completion of repair or reinstatement provided that repair or reinstatement is carried out without unreasonable delay. At each renewal the Premium will be calculated on the revised **Sum Insured**.

## 16. Investigation Rights following a Claim

On the happening of any **Incident** in respect of which a claim is or may be made under this Policy, the **Insurer** (and every person authorised by them) shall have the right, without there by incurring any liability or diminishing their right to rely on any condition of this Insurance, to enter the premises where the **Incident** has occurred, and to take and keep possession of any of the **Property Insured** (or require it to be delivered to them) for investigative purposes, and to deal with any salvage in a reasonable manner. No claim under this Policy shall be payable unless the terms of this Condition have been complied with. This condition shall be evidence of permission from the **Insured** to the **Insurer** so to do.

If the **Insured** or anyone acting on behalf of the **Insured** shall not comply with the requirements of the **Insurer** or shall hinder or shall obstruct the **Insurer** in doing any of the above mentioned acts then all benefit under this Policy shall be forfeited

## 17. Non aggregation

In the event a claim involves indemnity under more than one Section of this policy, the **Insured** shall be entitled to indemnification under only that Section providing more specific cover with regard to that claim or the Section with the highest limit with respect to that claim.

## 18. Observance of Terms and Right of Recovery

Observance of the terms of this Policy relating to anything to be done or complied with by the **Insured** is a condition precedent to any liability of the **Insurer**, except in so far as is necessary to comply with the requirements of any legislation enacted in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man relating to the compulsory insurance of legal liability to Persons Employed. The **Insured** shall repay to the **Insurer** all sums paid under of this Policy, with special reference to the Section 5 Employers' Liability section, which the **Insurer** would not have been liable to pay but for the provisions of such legislation.

## 19. Payment of Premium

No indemnity is provided by this Policy until the premium has been paid to and received by the **Insurer** hereon. If the premium is not paid and accepted by the **Insurer** on or before the premium payment date specified in the **Schedule** the **Insurer** can give written notice to the **Insured** at its address specified on the **Schedule**, cancelling the Policy.

## 20. Reasonable diligence

It is a condition that the **Insured** shall take all reasonable precautions:

- A. for the safety of and to avoid, prevent or minimise any **Damage** to the **Property Insured**;
  - B. to avoid, prevent or minimise any injury to others or **Damage** to their property;
- which might give rise to a claim under this Policy.

## 21. Reinstatement of Damage

If the **Insurer** elect or become bound to reinstate or replace any property, the **Insured** shall at its own expense provide all such plans, documents, books and information as the **Insurer** may reasonably require. The **Insurer** shall not be bound to reinstate exactly or completely, but only as circumstances permit and in a reasonably sufficient manner, and shall not in any case be bound to expend in respect of any one of the items of **Property Insured** more than its Sub-Limit.

## 22. Sanctions

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

## 23. Several Liability

The subscribing **Insurer's** obligations hereunder are several and not joint, and are limited solely to the extent of their individual subscriptions. The subscribing **Insurer** are not responsible for the subscription of any co-subscribing **Insurer(s)** or underwriter(s) who for any reason does not satisfy all or any part of their obligations.



#### **24. Subrogation**

Any claimant under this Policy shall, at the request and expense of the **Insurer**, take and permit to be taken all necessary steps for enforcing rights and remedies against any other party in the name of the **Insured**, whether such steps are or become necessary before or after any payment is made by the **Insurer**.

#### **25. Subrogation Waiver**

Notwithstanding the subrogation condition above, in the event of a claim arising under this Policy the **Insurer** agree to waive any rights, remedies or relief to which they might become entitled by subrogation against:

- a. any Company standing in the relation of parent to Subsidiary (or subsidiary to parent) of the **Insured**; or
- b. any Company which is a subsidiary of a parent Company of which the **Insured** themselves are a subsidiary;

in each case within the meaning of the Companies Act(s).



## Further Information

### Data Protection Act 1998

In order to assess the terms of the insurance contract or administer claims that arise, We may need to collect data that the Data Protection Act defines as personal or sensitive. All data collected, including personal and sensitive data, will be kept secure at all times in accordance with the provisions of Data Protection Act 1998. We will also monitor and record Our communication with You for compliance and training purposes.

Where **You** provide **Us** with personal or sensitive data relating to another person, **You** will be responsible for ensuring that the person to whom the data pertains is informed of **Our** identity and the purpose and processes for which their information is disclosed.

Personal information will be stored electronically and used for administration, risk assessment, research and statistical purposes and for crime prevention. Personal information may be disclosed to;

- a. **Our** members, our agents or service providers,
- b. Other insurance entities interested in the risk written under this policy,
- c. Credit reference and fraud databases;
- d. Law enforcement agencies and statutory bodies.

Where we provide cover to you under the Employers' Liability (Compulsory Insurance) Regulations 1998, we are required by regulation to maintain a database and add details of all the companies and subsidiaries covered to the Employers' Liability Tracing Office database

In certain circumstances, for example for systems administration purposes, **We** may have to transfer **Your** information to another country, which may be a country outside the European Economic Area (EEA). **We** will ensure that such transfers outside the European Economic Area comply with the data protection law and that the information is kept secure and protected from unauthorised access.

If you knowingly provide us with false or inaccurate information and **We** suspect **You** of fraud, **We** will record our suspicions and make the information available on databases recording suspected fraudulent behaviour which other organisations will have access to.

By proceeding with this contract **You** signify **Your** consent to such information being processed by **Us** or **Our** agents and that **You** are agreeable for **Us** to transfer **Your** information to a country outside the EEA. Should **You** wish to receive a copy of the information **We** hold on **You**, or wish to correct any inaccuracies in **Your** information or have any queries in relation to **Your** information, please contact:

Should **You** wish to receive a copy of the information **We** hold on **You**, or **wish** to correct any inaccuracies in **Your** information or have any queries in relation to **Your** information , please contact:

Data Protection Office  
Brit Syndicate 2987 at Lloyd's  
55 Bishopsgate  
London EC2N 3AS

### Complaints Procedure

**We** strive to provide an excellent service to all our customers but occasionally things can go wrong. **We** take all concerns seriously and endeavour to resolve all customers' problems promptly. If **You** have a question or concern about this insurance, **You** should contact your broker in the first instance. Alternatively, if **You** wish to contact **Us** directly **You** should either write or telephone:

Complaints manager  
Discount Insurance  
27 Great West Road  
Brentford  
London  
TW8 9BW

**Telephone:** 0208 847 8000

**E-mail:** [info@discountinsurance.co.uk](mailto:info@discountinsurance.co.uk)

In the unlikely event **You** remain dissatisfied, and wish to make a complaint you can do so at anytime by referring the matter to [insert name and contact details of managing agent/coverholder or as applicable] at the above stated address OR the Complaints Team at Lloyd's at the following address :

Complaints  
Lloyd's  
One Lime Street  
London  
EC3M 7HA  
**Tel:** 020 7327 5693  
**Fax:** 020 7327 5225  
**E-mail:** [Complaints@lloyds.com](mailto:Complaints@lloyds.com)

Details of Lloyd's complaints procedure 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. Should **You** remain dissatisfied after Lloyd's has considered your complaint, **You** may be able to refer the matter to The Financial Ombudsman Service. The Financial Ombudsman Service is an independent service in the UK for settling disputes between consumers and businesses providing financial services, they can normally deal with complaints from private individuals and from small organisations; further information is available from:

Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR  
**Helpline:** 0800 0234 567  
**Switchboard:** 020 7964 1000  
**Fax:** 020 7964 1001

**Email:** [enquiries@financial-ombudsman.org.uk](mailto:enquiries@financial-ombudsman.org.uk).

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

**The FOS opening hours are:**

Monday to Friday 8am to 8pm  
Saturday 9am to 1pm

Making a complaint to the Financial Ombudsman Service (FOS) does not affect **Your** rights under this policy but if **You** are not an eligible complainant then the informal complaint process ceases.

A summary of **Our** complaint handling procedure is available on request and will also be provided to the insured when acknowledging a complaint.

**About the Financial Ombudsman Service (FOS)**

Eligible complainants are:

- a) private individuals; and
- b) micro-enterprises.

'Micro-enterprises' will be able to bring complaints to the ombudsman as long as they have an annual turnover of under EUR2 million and fewer than ten (10) employees.

- c) charities with an annual income of less than GBP1million; or
- d) a trustee of a trust with net assets of less than GBP1million.

The FOS will only consider a complaint if **You** are an eligible complainant and if:

- a) **We** have been given an opportunity to resolve it and
- b) **We** have sent **You** a final response letter and You have referred **Your** complaint to the FOS within six (6) months of **Our** final response letter or
- c) **We** have not responded to **Your** complaint with a decision within eight (8) weeks.

### **Financial Services Compensation Scheme**

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if We cannot meet Our obligations. This depends on the type of business and the circumstances of the claim. Further information about compensation scheme arrangements is available from the FSCS.

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

**Tel:** 020 7741 4100  
0800 678 1100  
**Website:** [www.fscs.org.uk](http://www.fscs.org.uk)

#### **The FSCS opening hours are:**

Monday to Friday 8:30am to 5:30pm excluding public holidays.

**Discount Insurance** is a provider of insurance products and services to the commercial and residential lettings market and provides this policy on behalf of Insurers.

**With our expertise, commitment to customer care and consistent quality service, you can rely on Discount Insurance for lasting security and comprehensive products.**

**DISCOUNT**  
**insurance**

**Ask about our Insurance products & services; which include:**

LANDLORD BUILDINGS AND CONTENTS INSURANCE

OWNER OCCUPIED

LANDLORD RENT & LEGAL PROTECTION

COMMERCIAL PROPERTIES INSURANCE

COMMERCIAL BUSINESS OWNER INSURANCE

TENANT CONTENTS INSURANCE

UK HOLIDAY HOMES

CARAVAN INSURANCE

TENANTS REFERENCING

**DISCOUNT INSURANCE**

27 Great West Road  
Brentford, London  
TW8 9BW

**Telephone:** 0208 847 8000

**Fax:** 0208 847 8001

Discount Insurance is a trading name of Arthur J. Gallagher Insurance Brokers Limited, which is authorised and regulated by the Financial Conduct Authority. Registered Office: Spectrum Building, 7th Floor, 55 Blythswood Street, Glasgow, G2 7AT. Registered in Scotland. Company Number: SC108909.