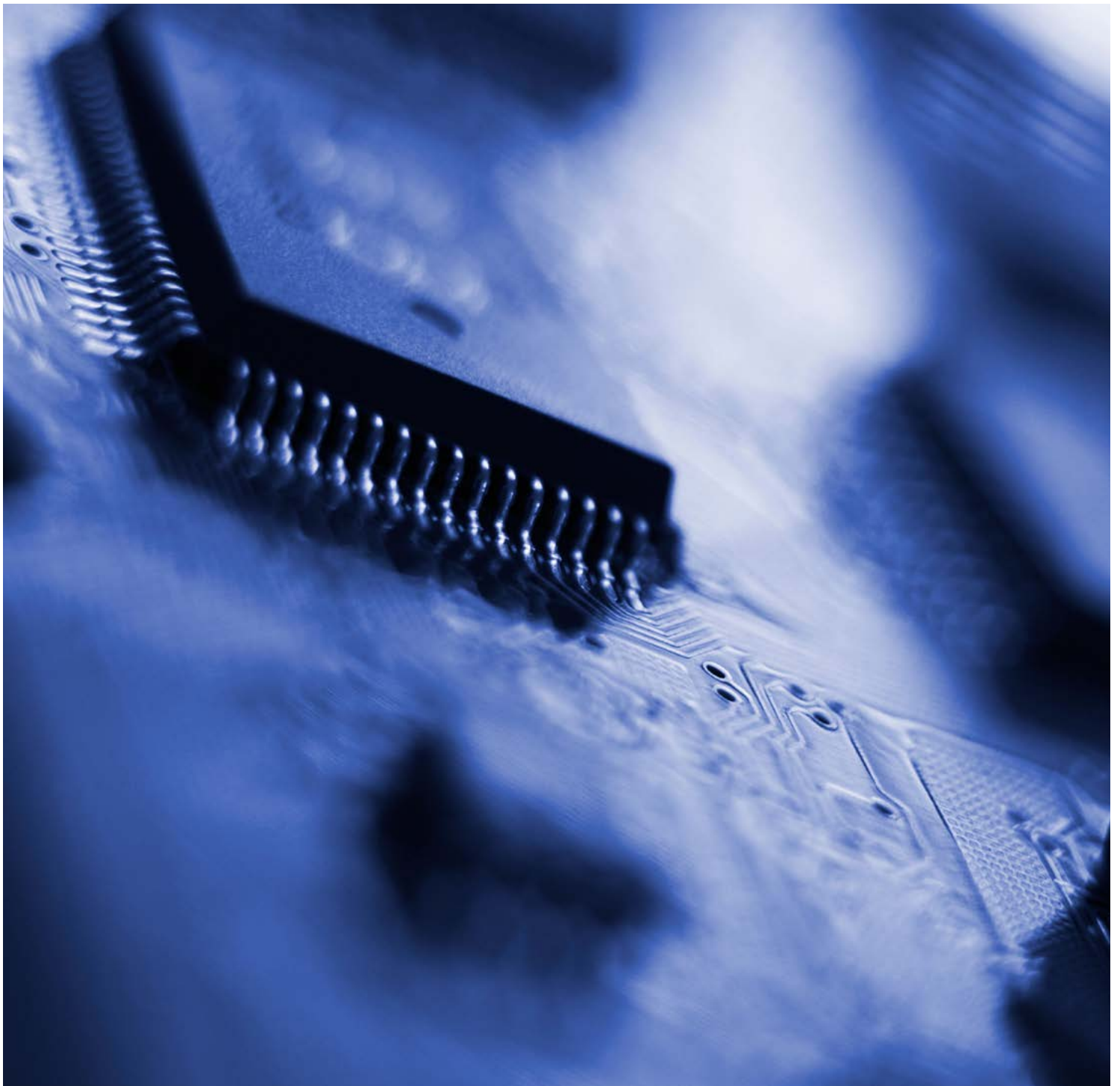


# Commercial combined – Technology and communications Policy



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# How we use your information

## Who controls your personal information

This notice tells you how Zurich Insurance plc ('Zurich'), as data controller, will deal with your personal information. Where Zurich introduces you to a company outside the group, that company will tell you how your personal information will be used.

You can ask for further information about our use of your personal information or complain about its use in the first instance, by contacting our Data Protection Officer at: Zurich Insurance Group, Tri-centre 1, Newbridge Square, Swindon, SN1 1HN or by emailing the Data Protection Officer at [GBZ.General.Data.Protection@uk.zurich.com](mailto:GBZ.General.Data.Protection@uk.zurich.com).

If you have any concerns regarding our processing of your personal information, or are not satisfied with our handling of any request by you in relation to your rights, you also have the right to make a complaint to the Information Commissioner's Office. Their address is: First Contact Team, Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, SK9 5AF.

## What personal information we collect about you

We will collect and process the personal information that you give us by phone, e-mail, filling in forms, including on our website, and when you report a problem with our website. We also collect personal information from your appointed agent such as your trustee, broker, intermediary or financial adviser in order to provide you with the services you have requested and from other sources, such as credit reference agencies and other insurance companies, for verification purposes. We will also collect information you have volunteered to be in the public domain and other industry-wide sources.

We will only collect personal information that we require to fulfil our contractual or legal requirements unless you consent to provide additional information. The type of personal information we will collect includes; basic personal information (i.e. name, address and date of birth), occupation and financial details, health and family information, claims and convictions information and where you have requested other individuals be included in the arrangement, personal information about those individuals.

If you give us personal information on other individuals, this will be used to provide you with a quotation and/or contract of insurance and/or provision of financial services. You agree you have their permission to do so. Except where you are managing the contract on another's behalf, please ensure that the individual knows how their personal information will be used by Zurich. More information about this can be found in the 'How we use your personal information' section.

## How we use your personal information

We and our selected third parties will only collect and use your personal information (i) where the processing is necessary in connection with providing you with a quotation and/or contract of insurance and/or provision of financial services that you have requested; (ii) to meet our legal or regulatory obligations; or (iii) for our "legitimate interests". It is in our legitimate interests to collect your personal information as it provides us with the information that we need to provide our services to you more effectively including providing you with information about our products and services. We will always ensure that we keep the amount of information collected and the extent of any processing to the absolute minimum to meet this legitimate interest. Examples of the purposes for which we will collect and use your personal information are:

1. to provide you with a quotation and/or contract of insurance;
2. to identify you when you contact us;
3. to deal with administration and assess claims;
4. to make and receive payments;
5. to obtain feedback on the service we provide to you;
6. to administer our site and for internal operations including troubleshooting, data analysis, testing, research, statistical and survey purposes;
7. for fraud prevention and detection purposes.

We will contact you to obtain consent prior to processing your personal information for any other purpose, including for the purposes of targeted marketing unless we already have consent to do so.

### **Who we share your personal information with**

Where necessary, we will share the personal information you gave us for the purposes of providing you with the goods and services you requested with the types of organisations described below:

- associated companies including reinsurers, suppliers and service providers;
- introducers and professional advisers;
- regulatory and legal bodies;
- survey and research organisations;
- credit reference agencies;
- healthcare professionals, social and welfare organisations; and
- other insurance companies

Or, in order to meet our legal or regulatory requirements, with the types of organisations described below:

- regulatory and legal bodies;
- central government or local councils;
- law enforcement bodies, including investigators;
- credit reference agencies; and
- other insurance companies

### **How we use your personal information for websites and email communications**

When you visit one of our websites we may collect information from you such as your email address or IP address. This helps us to track unique visits and monitor patterns of customer website traffic, such as who visits and why they visit.

We use cookies and/or pixel tags on some pages of our website. A cookie is a small text file sent to your computer. A pixel tag is an invisible tag placed on certain pages of our website but not on your computer. Pixel tags usually work together with cookies to assist us to provide you with a more tailored service. This allows us to monitor and improve our email communications and website. Useful information about cookies, including how to remove them, can be found on our websites.

### **How we transfer your personal information to other countries**

Where we transfer your personal information to countries that are outside of the UK and the European Union (EU) we will ensure that it is protected and that the transfer is lawful. We will do this by ensuring that the personal information is given adequate safeguards by using 'standard contractual clauses' which have been adopted or approved by the UK and the EU, or other solutions that are in line with the requirements of European data protection laws.

A copy of our security measures for personal information transfers can be obtained from our Data Protection Officer at: Zurich Insurance Group, Tri-centre 1, Newbridge Square, Swindon, SN1 1HN, or by emailing the Data Protection Officer at GBZ.General.Data.Protection@uk.zurich.com.

### **How long we keep your personal information for**

We will retain and process your personal information for as long as necessary to meet the purposes for which it was originally collected. These periods of time are subject to legal, tax and regulatory requirements or to enable us to manage our business.

### **Your data protection rights**

You have a number of rights under the data protection laws, namely:

- to access your data (by way of a subject access request);
- to have your data rectified if it is inaccurate or incomplete;
- in certain circumstances, to have your data deleted or removed;
- in certain circumstances, to restrict the processing of your data;
- a right of data portability, namely to obtain and reuse your data for your own purposes across different services;
- to object to direct marketing;
- not to be subject to automated decision making (including profiling), where it produces a legal effect or a similarly significant effect on you;
- to claim compensation for damages caused by a breach of the data protection legislation.
- if we are processing your personal information with your consent, you have the right to withdraw your consent at any time.

We will, for the purposes of providing you with a contract of insurance, processing claims, reinsurance and targeted marketing, process your personal information by means of automated decision making and profiling where we have a legitimate interest or you have consented to this.

### **What happens if you fail to provide your personal information to us**

If you do not provide us with your personal information, we will not be able to provide you with a contract or assess future claims for the service you have requested.

### **Fraud prevention and detection**

In order to prevent and detect fraud we may at any time:

- check your personal data against counter fraud systems
- use your information to search against various publicly available and third party resources
- use industry fraud tools including undertaking credit searches and to review your claims history
- share information about you with other organisations including but not limited to the police, the Insurance Fraud Bureau (IFB), other insurers and other interested parties.

If you provide false or inaccurate information and fraud is identified, the matter will be investigated and appropriate action taken. This may result in your case being referred to the Insurance Fraud Enforcement Department (IFED) or other police forces and fraud prevention agencies. You may face fines or criminal prosecution. In addition, Zurich may register your name on the Insurance Fraud Register, an industry-wide fraud database.

### **Claims history**

We may pass information relating to claims or potential claims to the Claims and Underwriting Exchange Register (CUE), where the data is controlled by the Motor Insurers' Bureau, and other relevant databases.

We and other insurers may search these databases when you apply for insurance, when claims or potential claims are notified to us or at time of renewal to validate your claims history or that of any other person or property likely to be involved in the policy or claim.

This helps to check information provided and prevent fraudulent claims.

### **Employers' Liability Tracing Office (ELTO)**

We are members of the Employers' Liability Tracing Office (ELTO), an independent industry body who maintains a centralised database that helps those who have suffered injury or disease in the workplace to identify the relevant Employers' Liability insurer quickly and efficiently.

It is important, for the services of ELTO to be fully effective, that you inform us of your ERN (Employer Reference Number also known as the Employer PAYE reference) and all subsidiary company names and their ERNs if applicable.

As members of ELTO we will forward details of your policy if it contains Employers' Liability cover to ELTO together with details of any ERNs you have supplied to us.

# Our complaints procedure

## **Our commitment to customer service**

We are committed to providing a high level of customer service. If you feel we have not delivered this, we would welcome the opportunity to put things right for you.

## **Who to contact in the first instance**

Many concerns can be resolved straight away. Therefore in the first instance, please get in touch with your usual contact at Zurich or your broker or insurance intermediary, as they will generally be able to provide you with a prompt response to your satisfaction.

Contact details will be provided on correspondence that we or our representatives have sent you.

## **Many complaints can be resolved within a few days of receipt**

If we can resolve your complaint to your satisfaction within the first few days of receipt, we will do so. Otherwise, we will keep you updated with progress and will provide you with our decision as quickly as possible.

## **Next steps if you are still unhappy**

If you are not happy with the outcome of your complaint, you may be able to ask the Financial Ombudsman Service to review your case.

We will let you know if we believe the ombudsman service can consider your complaint when we provide you with our decision. The service they provide is free and impartial, but you would need to contact them within 6 months of the date of our decision.

More information about the ombudsman and the type of complaints they can review is available via their website [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

You can also contact them as follows:

**Post:** Financial Ombudsman Service,  
Exchange Tower, London, E14 9SR

**Telephone:** 08000 234567  
(free on mobile phones and landlines)

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

If the Financial Ombudsman Service is unable to consider your complaint, you may wish to obtain advice from the Citizens Advice Bureau or seek legal advice.

## **The Financial Services Compensation Scheme (FSCS)**

We are covered by the Financial Services Compensation Scheme (FSCS) which means that you may be entitled to compensation if we are unable to meet our obligations to you. Further information is available on [www.fscs.org.uk](http://www.fscs.org.uk) or by contacting the FSCS directly on 0800 678 1100.



# Helpline numbers and additional benefits

## Claims helpline

Not applicable to Sections L – Employee dishonesty, M – Cyber, N – Legal expenses and O – Personal accident. For claims under those sections please refer to that section of cover for contact details.

Unless **you** have been given different claims contact details by **your** broker or insurance intermediary then please contact **us** as follows:

**0800 302 9055**

**We** can process a claim by **you** simply calling with the following details:

- **your** name and company details
- the policy number.

### What to expect

Once **you** have provided all the information which **we** have requested, **we** will:

- advise **you** about the next steps
- take any immediate measures as described in **your** policy
- proactively keep **you** or **your** broker or insurance intermediary informed about the progress of the claim
- proactively manage third parties (anyone claiming against **you**, as a Zurich Insurance plc policyholder can also contact **us** on this number)
- work towards settling the claim as quickly as possible.

In order to speed up the process, both **you**, **your** broker or insurance intermediary and third parties can report claims to this number 24 hours a day, 7 days a week.

Please refer to the applicable claims conditions for further information.

## Zurich Virtual Consulting

Visit [www.zurich.co.uk/virtualconsulting](http://www.zurich.co.uk/virtualconsulting). Simply enter **your** policy number and effective date in the log-in page.

As a Zurich customer, **you** have free and exclusive access to Zurich's online risk management service, Virtual Consulting. Utilising 5 years of Zurich's claims data, Virtual Consulting provides **you** with a bespoke risk management report for the most common causes of loss within **your** industry.

**Your** report includes a wealth of advice to help **you** identify and manage the main risks that could be disastrous for **your** business.

## Zurich's risk management advice line

### Call 0800 302 9052 when you require risk management advice

To help **you** proactively identify and manage issues before they occur, **our** risk management advice line operates during normal business hours, providing free practical guidance on risk issues such as property, security, food hygiene, business continuity, environmental and health and safety management.

Please note that this helpline includes services provided by Zurich Management Services Limited and Santia Consulting Limited under contract to Zurich Insurance plc.

The following service is provided by Digital Forensic Insurance Services Limited.

## Cyber protect helpline

### Call 0800 999 5299

This helpline will provide **you** with access to expert digital forensic advice should **you** believe that **you** have been the victim of one of the following:

- a) data loss following accidental/malicious deletion or equipment failure
- b) theft of electronically held intellectual property to include company, customer or general databases, plans, specifications, drawings or any other confidential company data
- c) breach of the Computer Misuse Act 1990 to include internal or external **hacking**
- d) **employee** misuse to include a breach of **your** contract of employment or company IT policy. This would include internet or email abuse, inappropriate use or time wasting
- e) cyber crime to include theft or fraud or criminal misappropriation
- f) misuse of company mobile IT equipment to include laptops, mobile phones, PDAs, plug-in devices and the like.

All advice will be offered by members of the Digital Forensic Alliance. Each member is a fully trained digital forensic investigator who works to the highest standards as set out in the Association of Chief Police Officers (ACPO) Good Practice Guide for Computer Based Evidence.

The Cyber Protect Helpline is available Monday to Friday 8.30am – 6.00pm (excluding public holidays).

In using this service **you** acknowledge that all rights and obligations relating to the provision of this service rest with Digital Forensic Insurance Services and that **you** will have no recourse to Zurich Insurance plc in this regard.

The following services are provided by DAS Law Limited and/or a preferred law firm on behalf of DAS Legal Expenses Insurance Company Limited.

## Commercial Legal Assistance

Legal advice and protection for your business

### Helpline services

You can contact the DAS UK-based call centres 24 hours a day, seven days a week. However, DAS may need to arrange to call you back depending on the enquiry. To help DAS check and improve their service standards, they record all inbound and outbound calls, except those to the counselling service. When phoning, please advise DAS of your policy number and the name of the insurance provider who sold you the policy.

### Legal advice helpline

#### Call 0344 893 9022 when you require legal advice

DAS provides confidential legal advice over the phone on any commercial legal problem affecting your business, under the laws of any European Union country, the Isle of Man, the Channel Islands, Switzerland and Norway.

Wherever possible the Legal Advice helpline aims to provide immediate advice from a qualified legal advisor. However if this is not possible they will arrange a call back at a time to suit you.

DAS Legal Advisors provide advice on the laws of England and Wales 24 hours a day, 7 days a week, 365 days a year. Where advice is sought in an area of law beyond this jurisdiction or in respect of very specialist matters DAS will refer you to one of their specialist advisors. This will include European law and certain areas of law for Scotland and Northern Ireland.

Specialist advice is provided 9am – 5pm, Monday to Friday, excluding public and bank holidays. If calls are made outside these times, a DAS Legal Advisor will call you back.

### Tax advice service

#### Call 0344 893 9022 when you require tax advice

This service offers confidential advice over the phone on any tax matters affecting **your business** under the laws of England and Wales, Scotland, Northern Ireland, the Isle of Man or the Channel Islands.

Tax advice is provided by tax advisors 9am – 5pm, Monday to Friday, excluding public and bank holidays. If calls are made outside these times, a DAS Tax Advisor will call **you** back.



## Counselling service

### Call 0344 893 9025 for confidential counselling

DAS will provide **your employees**, including any members of their immediate family who permanently live with them, with a confidential counselling service over the phone if they are aged 18 or over, including, where appropriate, onward referral to relevant voluntary and/or professional services. Any costs arising from the use of these referral services will not be paid by DAS or Zurich Insurance plc.

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

## Health and medical information service

### Call 0344 893 9022 for health and medical information

DAS will give **your employees** information over the phone on general health issues and advice on a wide variety of medical matters. They can give **your employees** information on all health services including NHS Dentists.

Health and medical information is provided by qualified nurses 9am – 5pm, Monday to Friday, excluding public and bank holidays. If **you** call outside these times, a message will be taken and a return call arranged within the operating hours.

## Business assistance

### Call 0344 893 9022 when you require business assistance

In the event of an unforeseen emergency affecting **your business premises** which causes damage or potential danger, DAS will contact a suitable repairer or contractor and arrange assistance on **your** behalf. All costs of assistance provided are **your** responsibility.

## Online law guide and document drafting

### DAS Employment Manual

#### Visit [www.das.co.uk](http://www.das.co.uk) and click on the Employment Manual icon

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

### DAS Business Law

#### Visit [www.dasbusinesslaw.co.uk](http://www.dasbusinesslaw.co.uk) for online legal advice and documents. When registering, please use the following code which will provide you with access to a range of free documents: DAS472301

Using [www.dasbusinesslaw.co.uk](http://www.dasbusinesslaw.co.uk) **you** can create ready-to-sign contracts, agreements and letters in minutes. Developed by solicitors and tailored by **you** using the DAS smart document builders. **You** can also buy legal documents from the site, ranging from simple debt recovery letters to employment contracts.

The service also provides useful tools, articles and information on matters such as new legislation, employment issues, property law and taxation all regularly updated by legal experts to help **you** keep **your business** one step ahead.

In using these services **you** acknowledge that all rights and obligations relating to the provision of these services rest with DAS and that **you** will have no recourse to Zurich Insurance plc in this regard.

These helplines are provided by DAS. If **you** have a complaint about the service or about the way **you** have been treated, please write to: DAS Customer Relations Department at:

DAS House, Quay Side, Temple Back, Bristol BS1 6NH.

Alternatively **you** can contact DAS by telephone on: 0117 934 0066, or email: [customerrelations@das.co.uk](mailto:customerrelations@das.co.uk).

To help check and improve service standards calls are recorded other than calls to the Counselling Service.

Zurich Insurance plc, Zurich Management Services Limited, Santia Consulting Limited, DAS and Digital Forensic Insurance Services Limited will not accept responsibility if any of the helplines are unavailable for reasons Zurich Insurance plc, Zurich Management Services Limited, Santia Consulting Limited, DAS and Digital Forensic Insurance Services Limited cannot control.

# Your Commercial combined – Technology and communications policy

This policy is a contract between **you** and Zurich Insurance plc in respect of the entire policy except Section N – Legal expenses which is a contract between **you** and DAS.

This policy, the statement of facts, any schedule, endorsements and certificate should be read as if they are one document.

**We** will insure **you** under those sections stated in the schedule as insured during any period of insurance for which **we** have accepted **your** premium.

Any reference to the singular will include the plural and vice versa.

Any reference to any statute or statutory instrument will include any amendments thereto or re-enactment thereof.

Any heading in this policy is for ease of reference only and does not affect its interpretation.

## **Law applicable to this contract (not applicable to Section N – Legal expenses)**

In the UK the law allows both **you** and **us** to choose the law applicable to the contract. This contract will be subject to the relevant law of England and Wales, Scotland, Northern Ireland, the Isle of Man or the Channel Islands depending upon **your** address as stated in **your** policy documentation. If there is any dispute as to which law applies it will be English law.

The parties agree to submit to the exclusive jurisdiction of the English courts.

This is a legal document and should be kept in a safe place.

Please read this policy, statement of facts, schedule, endorsements and certificate carefully and if they do not meet **your** needs contact **us** or **your** broker or insurance intermediary.

# Definitions

Certain words in this policy have special meanings. These words and their meanings are detailed in this section and apply wherever **we** have printed them in bold throughout.

These definitions apply to the entire policy including Section N – Legal expenses. However, certain words have special meanings that only apply to a particular section of this policy. These are stated at the beginning of the relevant section as special definitions and will apply in that section wherever the defined words are shown in bold italics.

## Adjacent premises

Those areas immediately adjacent to the **buildings** of the **premises** for which **you** have a valid Pavement Permission under section 115 E of the Highways Act 1980.

## Bodily injury

Death, bodily injury, illness or disease including medically recognised psychiatric illness.

## Buildings

The buildings of the **premises** for which **you** are legally responsible including residential accommodation and outbuildings used in connection with the **business** or for domestic purposes and including:

- a) landlord's fixtures and fittings
- b) outbuildings, extensions, annexes, canopies, fixed signs, gangways, conveniences, lamp posts and street furniture
- c) walls, gates and fences
- d) foundations
- e) drains, sewers, ducting, cables, wires and associated control gear and accessories on the **premises** and extending to the public mains
- f) adjoining and specifically associated yards, car parks, roads, pavements and forecourts all constructed of solid materials.

Excluding landlords' contents.

## Business

The business stated in the schedule and including:

- a) maintenance of property and **premises** owned or occupied by **you**
- b) the provision and management of canteen, social, sports and welfare organisations for the benefit of **employees**
- c) first aid, security, fire and ambulance service
- d) private work carried out within the **territorial limits** by an **employee** for any director or senior executive of the business
- e) **your** attendance at or participation in exhibitions, trade fairs and conferences within the **territorial limits**
- f) provision of charitable activities
- g) the repair or servicing of vehicles owned, leased or hired or on loan to **you**.

## Business partner

Any person in **business** with **you** under the terms of a partnership agreement whether express or implied under legislation.

## Consequential loss

Loss resulting from interruption of or interference with **your business** at the **premises** in consequence of **damage** to **your** property at the **premises** for the purpose of the **business**.

## Contents

Trade fixtures and fittings, machinery, equipment and any other contents including:

- a) the business front and if fixed to the **buildings**, any external signs, fitments and blinds
- b) any telephone installation, gas or electricity meter
- c) documents, transparencies, manuscripts and **business** books but only for their value as stationery plus the cost of clerical labour necessary to reproduce them
- d) computer and electronic equipment systems records but only for the cost of the materials and the clerical labour and computer time necessary to reproduce them up to £25,000
- e) tenants improvements, alterations and decorations
- f) contents of outbuildings
- g) contents in the open yard
- h) wines, spirits, cigarettes and tobacco held for entertainment purposes, for an amount not exceeding £500 in total for all claims or series of claims arising out of one cause in respect of theft or attempted theft (if this **damage** is insured under Section A – Material damage 'all risks')
- i) contents used for the purpose of the **business** in **your** home or that of an **employee** **you** authorise up to a maximum limit of £500.

Excluding:

- i) **stock**
- ii) glass in the business front
- iii) landlord's fixtures and fittings
- iv) vehicles licensed for road use and their accessories
- v) livestock
- vi) deeds, bonds, bills of exchange, promissory notes, securities, medals, coins or stamps forming part of a collection
- vii) explosives
- viii) **money**
- ix) property more specifically insured.

### Damage or Damaged

Physical loss, destruction or damage.

### Data processing system

Any computer or data processing equipment or media or microchip or integrated circuit or any similar device or any computer software or computer firmware.

### De jure or de facto

In law or as a matter of fact.

### Declared value

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

- a) professional fees
- b) debris removal costs.

### Defined peril

Fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons (other than thieves) earthquake, storm, flood, escape of water from any tank apparatus or pipe or impact by any mechanically propelled vehicle or by goods falling from them or by any animal.

### Denial of service attack

Any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability of networks, network services, network connectivity or information systems. Denial of service attacks include but are not limited to the:

- a) generation of excess traffic into network addresses
- b) exploitation of system or network weaknesses
- c) generation of excess or non-genuine traffic between and amongst networks.

### Employee

Any natural person under a contract of service or apprenticeship with **you** which will be deemed to include:

- a) any labour master or labour only subcontractor or persons supplied by any of them
- b) self-employed persons
- c) persons under work experience schemes
- d) any person hired or borrowed by **you** from another employer
- e) working partners or proprietors
- f) drivers or operators of hired-in plant
- g) any officer or member of the organisations who constitute the **business**
- h) non-executive directors
- i) voluntary workers
- j) persons working under the Community Offenders Act 1978 or similar legislation

k) employees whilst engaged in industry Trade Association committees duties

l) outworkers or home workers

whilst under **your** control and supervision and working for **you** in connection with the **business**.

### Excess

The amount stated in this policy, the schedule or any endorsement for which **you** will be responsible and which will be deducted from any payment under this policy after all other terms and conditions have been applied.

### Hacking

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

### Loss of eye

Permanent and total loss of sight which will be deemed to have occurred:

- a) in both eyes when the condition is shown to **our** satisfaction to be permanent and without expectation of recovery and the **person insured's** name has been added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist
- b) in one eye when the degree of sight remaining after correction is 3/60 or less on the Snellen Scale and **we** are satisfied that the condition is permanent and without expectation of recovery.

### Loss of limb

- a) In the case of a lower limb loss by permanent physical severance at or above the ankle or permanent total loss of use of an entire leg or foot
- b) In the case of an upper limb loss by permanent physical severance of the entire 4 fingers through or above the metacarpal phalangeal joints or permanent total loss of use of an entire arm or hand.

### Money

Current coinage, current bank and currency notes, postal orders, cheques, banker's drafts, bills of exchange, unused units in postage stamp franking machines, postage stamps, revenue stamps, National Savings certificates, National Insurance stamps, stamped or franked National Insurance cards, Holiday-with-Pay stamps, Dental Practice Board Payment forms, Premium Savings bonds, luncheon vouchers, trading stamps, credit card sales vouchers, consumer redemption vouchers and gift tokens accepted by **you** and VAT purchases invoices all pertaining to the **business** and belonging to **you** or for which **you** are responsible.

### Non-negotiable money

**Money** in the form of crossed cheques, postal orders, crossed bankers' drafts, credit card sales vouchers, Premium Savings bonds, National Savings certificates, unused units in postage stamp franking machines, stamped or franked National Insurance cards and VAT purchase invoices all pertaining to the **business** and belonging to **you** or for which **you** are responsible.

## Nuclear installation

Any installation of a class or description as may be prescribed by regulations made by the Secretary of State by statutory instrument being an installation designed or adapted for the:

- a) production or use of atomic energy
- b) carrying out of any process which is preparatory or ancillary to the production or use of atomic energy and which involves or is capable of causing the emission of ionising radiation
- c) storage, processing or disposal of nuclear fuel or bulk quantities of other radioactive matter being matter which has been produced or irradiated in the production or use of nuclear fuel.

## Nuclear reactor

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

## Permanent total disablement

- a) In respect of a **person insured** who is gainfully employed by **you** and is below state retirement age and above 16 years of age: disablement caused excluding **loss of limb, loss of eye, total loss of hearing or total loss of speech** which will in all probability totally prevent the **person insured** from engaging in their **usual occupation** (as defined in Section O – Personal accident) for the remainder of their life.
- b) In respect of a **person insured** who is not gainfully employed by **you** or is above the state retirement age or below 16 years of age: disablement caused excluding **loss of limb, loss of eye, total loss of hearing or total loss of speech** which will in all probability entirely prevent the **person insured** from engaging in any and every occupation for the remainder of their life.

## Personal effects

Any item of clothing or any other personal item made to be worn, used or carried about the person including passports, driving licences and proof-of-age cards

## Person insured

You, your business partner or any employee.

## Premises

The premises stated in the schedule.

## Principal

Employer, company, partnership, public authority or individual for whom **you** have agreed to carry out work under the terms of the contract.

## Reinstatement

- a) the rebuilding or replacement of property **damaged** which provided **our** liability is not increased may be carried out:
  - i) in any manner suitable to **your** requirements
  - ii) upon another site

- b) the repair or restoration of property **damaged**

in either case to a condition equivalent to or substantially the same as but no better or more extensive than its condition when new.

## Stock

Stock and materials in trade, trade samples and goods in trust contained in the **buildings** of the **premises** and owned by **you** or for which **you** are responsible excluding stock in the open.

## Territorial limits

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

## Terrorism

- a) Any act or preparation in respect of action or threat of action designed to influence the government **de jure or de facto** of any nation or any political division of any nation, or in pursuit of political, religious, ideological, or similar purposes to intimidate the public or a section of the public of any nation by any person or group of persons whether acting alone or on behalf of or in connection with any organisation or government **de jure or de facto** and which:
  - i) involves violence against one or more persons
  - ii) involves **damage** to property
  - iii) endangers life other than that of the person committing the action
  - iv) creates a risk to health or safety of the public or a section of the public
  - v) is designed to interfere with or to disrupt an electronic system
- b) any action in controlling, preventing, suppressing, retaliating against or responding to any act or preparation in respect of action or threat of action described in a) above.

## Total loss of hearing

Total and permanent loss of hearing.

## Total loss of speech

Total and permanent loss of speech.

## Virus or similar mechanism

Program code, programming instruction or any set of instructions intentionally constructed with the ability to damage, interfere with or otherwise adversely affect computer programs, data files or operations whether involving self-replication or not including but not limited to Trojan horses, worms and logic bombs.

## We, us or our

- a) In respect of the whole policy except Section N – Legal expenses: Zurich Insurance plc.
- b) In respect of Section N – Legal expenses: DAS Legal Expenses Insurance Company Limited.

## You or your

The person, people or the company stated in the schedule as the insured.

# Section A – Material damage ‘all risks’

This section is only operative if stated in the schedule.

## Special definitions

### **Property insured**

- a) buildings
- b) contents
- c) stock

### **Unoccupied**

Any **building** or part of **building** which is empty, disused, unfurnished or no longer in active use by **you** or any of **your** tenants.

## Cover

In the event of accidental **damage** to **property insured** shown in the schedule occurring during the period of insurance **we** will settle **your** claim in accordance with the Claims conditions.

The most **we** will pay for **damage** to the property including additional costs is:

- a) in the whole the total sum insured or in respect of any item its sum insured or any other limit of liability stated in the schedule at the time of the **damage**; or
- b) the sum insured or limit remaining after deduction for any other **damage** that occurred during the same period of insurance unless **we** have agreed to reinstate the sum insured or limit.

The **excess** applicable to this section is stated in the schedule and may be amended by endorsement.

## Additional cover extensions applicable to Section A – Material damage ‘all risks’

### 1. Accidental discharge of gas systems

**We** will pay the cost of refilling the cylinder(s) of any gas flooding systems installed solely for the protection of computer equipment arising out of accidental discharge of a system.

The most **we** will pay is the limit stated in the schedule.

Excluding costs incurred as a direct result of the gas system being installed or commissioned or undergoing any form of testing.

### 2. Automatic reinstatement of the sum insured

The sum insured by each item will not be reduced by the amount of any claim unless **we** or **you** confirm to the contrary within 21 days of the claim being notified to **us** and provided that:

- a) **you** pay an additional premium if required by **us** to reinstate the sum insured for the period from the date of loss to expiry of the period of insurance; and
- b) **you** take immediate steps to carry out any amendments in the protections of the **property insured** that **we** may reasonably require.

The most **we** will reinstate in any one period of insurance is the sum insured by each item.



### 3. Brand protection

In the event of a claim or series of claims arising out of one incident for which **you** would be entitled to receive indemnity under this policy **we** will in addition to the indemnity provided by this policy and subject to **our** prior agreement indemnify **you** for reasonable costs incurred by **you** to mitigate resultant damage to **your** reputation.

Provided that:

- a) the damage to **your** reputation is a consequence of media coverage in print, radio, television or news agency
- b) the value of the claim or series of claims arising out of one incident which results in damage to **your** reputation occurring at any time held by **us** is £1,000,000 or above
- c) **our** liability under this extension will not exceed £50,000 in any one period of insurance
- d) **we** will not be liable under this extension unless **we** have sole conduct and control of claims.

### 4. Capital additions

This section includes:

- a) any newly acquired **buildings** or **contents** in the **territorial limits** not otherwise insured
- b) alterations, additions and improvements to **buildings** or **contents**

but not for any increase in value during the current period of insurance at any of the **premises** insured under this policy.

Provided that **you** tell **us** as soon as reasonably possible of any extension of cover detailed above and arrange insurance cover from the date that **our** liability commenced.

The most **we** will pay at any one situation is the limit stated in the schedule.

### 5. Contract price

In respect only of goods sold but not delivered for which **you** are responsible subject to a sale contract which, following **damage**, is cancelled by reason of its conditions wholly or to the extent of the **damage**, the amount **we** will pay will be based upon the contract price.

### 6. Customers' goods

Where **you** have agreed to accept responsibility for **damage** to goods belonging to customers or for which the customers may be legally responsible **we** agree that all such goods will be included within the item(s) in the schedule relating to **stock** except in so far as they may be more specifically insured elsewhere.

### 7. Debris removal – Buildings, contents and stock

**We** will cover **you** for the costs and expenses necessarily incurred by **you** with **our** consent in:

- a) removing debris from
- b) dismantling and/or demolishing
- c) shoring up or propping
- d) boarding up

the portion or portions of the **property insured** as a result of **damage** covered by this section.

**Our** liability for any item under this cover will not exceed the sum insured for the item listed in **your** schedule.

Excluding costs and expenses:

- i) incurred in removing debris except from the site of such property **damaged** and the area immediately adjacent to such site
- ii) arising from pollution or contamination of property not insured by this policy.

### 8. Designation

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

## 9. European Union and public authorities (including undamaged property)

The insurance in respect of **buildings** and **contents** extends to include such additional cost of reinstatement as may be incurred solely by reason of the necessity to comply with the stipulations of:

- a) European Community legislation; or
- b) Building or other regulations under or framed in pursuance of any Act of Parliament or bye-laws of any public authority

referred to as the '**stipulations**', for:

- i) the **damage** to the property hereby insured
- ii) undamaged portions thereof.

### Special conditions

1. Reinstatement must be started and carried out without unreasonable delay and must be completed within 12 months after the **damage** or within such further time that **we** agree during those 12 months and may be carried out at another site if the **stipulations** so require subject **our** liability under this special condition not being increased.
2. If **our** liability is reduced by the application of any terms or conditions of this policy, then **our** liability will be reduced proportionately
3. The total amount recoverable under any item of the policy in respect of this special condition will not exceed:
  - a) for **damaged** property – its sum insured
  - b) for undamaged portions of property other than foundations – 15% of the total amount for which **we** would have been liable had the **property insured** by the item at the **premises** where the **damage** has occurred been wholly destroyed.

**Our** liability for **buildings** and **contents** will not exceed the sum insured stated in the schedule.

Excluding:

- 1) the cost incurred in complying with the **stipulations**:
  - A) for **damage** occurring before the start date of this cover
  - B) for **damage** not insured by this section
  - C) where notice has been served upon **you** prior to the **damage** happening
  - D) where there is an existing requirement which has to be implemented within a given period
  - E) for property covered by this section entirely undamaged
- 2) the additional cost that would have been required to make good the property **damaged** to a condition equal to its condition when new had the necessity to comply with the **stipulations** not arisen
- 3) the amount of any charge or assessment arising out of capital appreciation which may be payable for the property or by the owner to comply with the **stipulations**.

## 10. Exhibitions, trade fairs and conferences cover

**We** will pay for **damage** to **contents** or **stock** insured under Section A while at exhibitions, trade fairs and conferences within the **territorial limits**.

The most **we** will pay at any one exhibition is the limit stated in the schedule.

Excluding **your** personal belongings or those of **your** directors, **employees** or visitors.

## 11. Fire extinguishing appliances

We will pay the reasonable costs incurred by **you** in:

- a) refilling fire extinguishing appliances
- b) recharging gas flooding systems
- c) replacing used sprinkler heads
- d) refilling sprinkler tanks where water costs are metered
- e) resetting fire and intruder alarms

all following insured **damage**.

## 12. Glass

We will pay for accidental breakage of fixed glass in windows, doors, showcases, counters and shelves which **you** are legally responsible for at the **premises**.

The most **we** will pay is the cost of replacing broken glass with glass of similar quality or as otherwise recommended by British Standard code of practice BS 6262.

We will also pay up to £500 for:

- a) the cost of boarding up until the broken glass is replaced
- b) **damage** to **contents** or **stock** caused by breakage of glass
- c) **damage** to frames and framework of any description and the cost of removing or replacing any **contents** or **stock** which may have to be removed to replace the glass.

Excluding:

- i) silvering, lettering, bending or ornamenting any glass in excess of £1,000 any one loss
- ii) breakage of cracked or scratched glass
- iii) **damage** resulting from repairs or alterations to the **premises**
- iv) **damage** to glass in the business front unless **we** insure the **buildings**.

## 13. Index linking

If index linking is stated in **your** schedule as applying, **we** will automatically adjust the sums insured for the **property insured** in line with changes in suitable indices of cost. This adjustment will continue after any **damage** if the repairs or reinstatement are done without delay.

We will not charge any extra premium during the period of insurance but at the end of the period **we** will calculate the renewal premium based on the revised sum insured.

## 14. Landscaped gardens

We will pay reasonable costs and expenses necessarily incurred with **our** prior consent in repairing any **damage** caused by the emergency services to landscaped gardens at the **premises** for which **you** are legally responsible provided that the emergency services have attended **your premises** in response to **damage** insured under Section A.

The most **we** will pay for any one occurrence is the limit stated in the schedule.

Excluding:

- a) the cost of movement of soil with the exception of soil necessary for surface preparation
- b) the failure of trees, shrubs or turf to become established following planting or replanting
- c) the failure of seed to germinate.

#### 15. Loss of rental income

If any **buildings** insured under this section are made uninhabitable as a result of **damage** we will pay for your loss of rental income until the **building** is repaired or reinstated.

The work of repair or **reinstatement** must be done without delay.

The most **we** will pay for each **premises** for any one occurrence is the limit stated in the schedule.

#### 16. Metered supplies

**We** will pay for excess water, gas or electricity supply charges demanded from **you** by the supply authority following loss of metered supplies as a result of **damage** insured under Section A to fixed pipes, apparatus and tanks provided that **you** have kept a weekly written record of meter readings from the supply authority.

The most **we** will pay for any one occurrence is the limit stated in the schedule.

#### 17. Mortgagees and lessors

Any increase in the risk of **damage** resulting from any act or neglect of any mortgagor, leaseholder, lessee or occupier of any **buildings** insured by this policy will not prejudice the interest of any mortgagee, freeholder or lessor provided that **you** immediately on becoming aware give notice to **us** and pay an additional premium if required.

#### 18. Non-invalidity

This insurance will not be invalidated by any act or omission or by any alteration where the risk of **damage** is increased unknown to **you** provided that **you** immediately on becoming aware give notice to **us** and pay an additional premium if required.

#### 19. Other interests

The interest of any freeholder, mortgagee, lessor, heritable creditor 'Primo Loco' or 'Secundo Loco' or similar party is noted. The nature and extent of such additional interests must be disclosed immediately following **damage** which is the subject of any claim.

#### 20. Outside catering

The insurance in respect of **contents** and **stock** includes **damage** occurring at locations where **you** are providing outside catering within the **territorial limits**.

The most **we** will pay in respect of all losses occurring at any one location is the limit stated in the schedule.

Excluding damage caused by storm or flood to **contents** and **stock** in the open or contained in a marquee or tent.

#### 21. Personal effects

**We** will pay for **damage** insured under to personal effects of **your** directors, **business partners**, customers, visitors and **employees**.

The most **we** will pay for any one occurrence is the limit stated in the schedule.

Excluding jewellery, furs, **money** and motor vehicles.

#### 22. Professional fees

a) The insurance by each item on **buildings** and **contents** includes an amount in respect of Architects' Surveyors' Legal and Consulting Engineers' fees.

b) the insurance on fees applies only to those necessarily and reasonably incurred in the reinstatement of **property insured** consequent upon its **damage**, but not for preparing any claim, it being understood that the amount payable under the item will not exceed in total its sum insured.

### 23. Property in the open

We will pay for **damage** to furniture, trade fixtures and fittings and utensils in the open at the **premises** or adjacent **premises**.

The most we will pay for any one occurrence is £5,000.

Excluding **damage** caused by storm or flood while in the open.

### 24. Sanitary ware

We will pay for accidental breakage of fixed sanitary ware at the **premises** for which **you** are legally responsible.

Excluding **damage** resulting from repairs or alterations to the **premises**.

### 25. Seasonal increase

The sum insured in respect of **stock** will be increased by 30% during the months of November, December and January or for any other period selected by **you** and stated by endorsement in the schedule.

### 26. Selling your buildings

If **you** are selling **your buildings** insured under this section we will insure the buyer up to the date the contract is completed unless they have arranged their own insurance. The buyer must comply with the terms and conditions of this policy.

### 27. Seventy two hour cover clause

We will cover **you** for **damage** within 72 consecutive hours of and caused by storm or flood as one claim, provided storm or flood are covered by this section.

**You** can decide when the 72 hour period starts as covered by this section, provided that **damage** occurred before the end of the period of insurance.

### 28. Subrogation waiver

In the event of a claim arising under this section, **we** agree to waive any rights, remedies or relief to which **we** might become entitled by subrogation against:

- any Company standing in the relation of parent to subsidiary or subsidiary to parent to **you** as defined in the Companies Act or Companies (N.I.) Order current at the time of the **damage**
- any Company which is a subsidiary of a parent company of which **you** are a subsidiary in each case within the meaning of the Companies Act or Companies (N.I.) Order, current at the time of the **damage**
- any tenant or lessee in respect of **damage** to that part of the **premises** in the demise of that tenant or lessee or to those parts of the **premises** in which all the tenants have a common interest where the premium has been paid by the tenant or lessee unless such **damage** arises out of a criminal or malicious act of the tenant or lessee.

### 29. Temporary removal

We will pay for **damage** to **contents** while temporarily removed from the **premises** for cleaning, renovation, repair or similar purposes provided that the **damage** is caused by an event covered by this policy and the **contents** are within the **territorial limits** or the Republic of Ireland at the time of **damage**.

The most we will pay is £50,000 or 15% of the sum insured for Section A of the relevant **premises** whichever is the lesser.

Excluding:

- damage** to **your** personal belongings or those of **your** directors, **business partners**, customers, visitors and **employees** away from the **premises**
- damage** caused by storm or flood while in the open.

### 30. Temporary removal – documents and computer system records

We will pay for **damage** to:

- a) deeds and other documents, manuscripts, plans and writing of every description (but excluding computer system records) up to 10% of the total value of such property
- b) computer system records up to 10% of the limit of liability shown in the definition of **contents**
- c) documents and computer system records temporarily removed from **your premises** but remaining within the **territorial limits** at the time of **damage**.

### 31. Theft damage to buildings

We will pay for **damage** to the **buildings** of the **premises** resulting from theft or attempted theft of **contents** or **stock** to the extent that theft is insured under this section.

Provided that:

- a) **you** are legally responsible for repairing the **damage**
- b) if the **buildings** of the **premises** are not insured under this section the most **we** will pay under this extension in any one period of insurance is £25,000.

### 32. Theft of keys

We will pay for the necessary replacement of locks following the loss of keys, card keys and swipe cards or other similar access control devices to the **buildings** or to any safe or strong room in the **buildings** as a result of theft from:

- a) the **buildings**
- b) the home of any director or **employee**.

The most **we** will pay for any one occurrence is the limit stated in the schedule.

Excluding loss of keys to any safe where the keys have been left in the **buildings** overnight.

### 33. Trace and access

In the event of **damage** to *property insured* caused by escape of water from any fixed water appliance or from any fuel oil used solely for heating the **buildings**, **we** will also pay for:

- a) reasonable costs and expenses necessarily incurred in locating the source of the **damage**
- b) reasonable costs and expenses necessarily incurred in repairing any **damage** caused in locating the source of the **damage**.

The most **we** will pay for any one occurrence is the limit stated in the schedule.

### 34. Unauthorised use of electricity, gas, oil or water

We will pay the cost of metered electricity, gas, oil or water for which **you** are legally responsible arising from its unauthorised use by persons taking possession, keeping possession or occupying the **premises** without **your** authority.

Provided that all practicable steps are taken to terminate unauthorised use as soon as it is discovered.

The most **we** will pay is the limit stated in the schedule.

### 35. Underground cables

We will pay the cost of accidental **damage** to underground cables, pipes or tanks servicing the **buildings** which **you** are legally responsible for.

### 36. Workmen

Workman are allowed to work in the **buildings** for the purposes of making repairs, minor additions and alterations or decorations without prejudice to this insurance.



## Adaptation clause – buildings

### 1. Energy performance and sustainable buildings

The insurance on **buildings** includes:

- a) the additional cost of reinstatement incurred with **our** prior written consent to comply with the recommendations made under any current Energy Performance Certificate in respect of the **damaged property insured**
- b) the additional cost of reinstatement incurred with **our** prior written consent to reinstate the **damaged property insured** to a standard above the minimum required under the prevailing European Union or building or other regulations under or framed in pursuance of any Act of Parliament or bye-laws of any public authority where such standard would otherwise result in a recommendation for improvement to be made in a subsequent Energy Performance Certificate assessment
- c) the reasonable additional cost of reinstatement incurred with **our** prior written consent arising from the use of alternative materials or sources of materials in accordance with the principles of the BRE Environmental and Sustainability Standard.

Provided that:

- i) **we** will not be liable for any undamaged portions of the **property insured**
- ii) **we** will not be liable for the amount of any charge or assessment arising out of capital appreciation which may be payable in respect of the **property insured** or by the owner thereof by reason of the works funded by the application of this clause
- iii) **we** will not be liable for the cost incurred in complying with prevailing European Union or building or other regulations under or framed in pursuance of any Act of Parliament or bye-laws of any public authority under which notice has been served upon **you** prior to the happening of the **damage**
- iv) if **our** liability under any item of this policy other than this clause is reduced by the application of any of the terms and conditions of this policy then **our** liability under this clause in respect of any such item will be reduced in like proportion
- v) **our** liability under this clause in respect of any one occurrence and in total in any one period of insurance will not exceed £250,000.

## Special conditions

### 1. Fire extinguishing appliances

It is a condition precedent to **our** liability that **you** have fire extinguishing appliances serviced and maintained under an annual service contract with approved suppliers or as agreed with **us**.

This section will not be invalidated as a result of any defect in any of the appliances unknown to **you** or beyond **your** control.

### 2. Firebreak doors and shutters

It is a condition precedent to **our** liability that **you** maintain all firebreak doors and shutters within **your** control in efficient working order and to keep them free from obstruction at all times.

### 3. Hot works permit

**You** must ensure that for any construction, maintenance, repair or activity at the **premises** to the plant or equipment which involves the application of heat **you** must enforce a hot work permit system under which **you** must ensure that prior to any work commencing the contractor employed to complete the work completes and signs a hot work permit which is available upon request from **us**.

If **you** do not comply with this condition **you** will not be covered and **we** will not make any payment in respect of a claim for fire and/or explosion.

### 4. Intruder alarm

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

- a) any intruder alarm system required by **us** at any **premises** so indicated by endorsement in the schedule will be:
  - i) installed in accordance with the specification or system record approved by **us** and no alteration or variation of the system or any structural alteration to the **premises** which would affect the system will be made without **our** written consent; and
  - ii) inspected and maintained in accordance with the Code of Practice under Section 4.2 of BS4737:1986 under contract by an installer included in the official list of Recognised Firms of the National Approval Council for Security Systems (NACOSS) or otherwise approved by **us**; and
  - iii) put into full and effective operation whenever the alarmed portion of the **premises** is closed for **business** or left unattended
- b) all keys of the intruder alarm system will be removed from the **premises** whenever they are closed for **business** or left unattended except that where part of the **premises** is occupied residentially by **you** or **your** employee the said keys will be removed from the **business** portion of the **premises**.

### Supplementary conditions

1. The intruder alarm will not be regarded as effective and immediate advice will be given to **us** if:
  - a) the specification or system record provides for connection to a telephone line direct line or central station warning system and to **your** knowledge such line or system is not in full and effective working order or **you** have had notice of withdrawal of the police or telephone or central station service and such service has actually been withdrawn
  - b) notice has been received from a local authority or magistrate that imposes any requirement for abatement of a nuisance under the terms of the Environmental Protection Act 1990 or any subsequent or other legislation.
2. This condition has continuing effect and its terms should be kept in mind. If circumstances should arise which render **you** unable to comply with any part **we** should be contacted at once to see if help can be given to obtain reinstatement of cover.
3. Breach of this condition will only be relevant to claims in respect of theft or attempted theft of property whilst contained in the **premises** at which the breach of condition has occurred.

### 5. Minimum security standards

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

- a) final exit doors must be secured as follows:
  - i) timber doors – by mortice deadlocks having five or more levers or conforming to BS3621 with matching boxed striking plate
  - ii) aluminium doors – by cylinder mortice lock operating a swinging lock bolt
  - iii) PVCu doors – by key operated multi-point locking devices having three or more locking points
  - iv) the first closing leaf of double leaf doors must be fitted internally with bolts top and bottom
- b) all other external doors and internal doors leading to common areas or other premises, must be secured:
  - i) by the means set out in a); or
  - ii) by key operated security bolts fitted top and bottom
- c) all opening windows or roof lights accessible from the ground or via roofs, pipework or other structures must be secured by key operated locking devices or screwed permanently shut
- d) any security measures stipulated or agreed by **us** in writing are implemented and in full and effective order.

Any door or window officially designated a fire exit by the Fire Authority is excluded from these requirements.

### Supplementary conditions

1. This condition has a continuing effect and its terms and conditions should be kept in mind. If circumstances arise which render **you** unable to comply with any part of it, **we** should be contacted at once to see if help can be given to obtain reinstatement of cover.
2. Breach of this condition will only be relevant to claims in respect of theft or attempted theft of property whilst contained in the **premises** at which the breach of condition has occurred.

### 6. Security requirements

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

- a) any additional protection required by **us** will be fitted in accordance with **our** requirements and together with all other devices for the protection of the **property insured** will be kept in good order and put into full and effective operation whenever the **premises** are closed for **business** or are unattended; and
- b) all keys including duplicate keys relative to the security of the **premises** or to any safe or strong room containing **property insured** will be removed from the **premises** when they are closed for **business** or left unattended.

### 7. Stillage

It is a condition precedent to **our** liability that **stock** contained in the lowest storey of the **buildings** is kept on racks or stillages at least 15 centimetres above the surface of the floor.

### 8. Trade waste

It is a condition precedent to **our** liability that trade waste, cuttings and clippings are swept, gathered and bagged daily and removed from the **premises** at least once a week.

### 9. Unoccupied premises notification

It is a condition precedent to **our** liability that **you** tell **us** immediately **you** become aware that any **building** or part of any **building** at the **premises** is **unoccupied**. **We** reserve the right to apply additional terms and conditions beyond those detailed in Special condition 10 at the time **you** notify **us** including increasing the premium and requiring **you** to complete any risk improvement measures that **we** consider essential. **You** will be under no obligation to accept any additional terms applied under this condition but if **you** refuse to do so **we** may invoke General condition 4 – Cancellation notice.

## 10. Unoccupied buildings requirements and cover restrictions

In the event of any **buildings** becoming *unoccupied* cover will be restricted to **damage** caused by fire, lightning, explosion, earthquake, impact by aircraft or other aerial devices, impact by any vehicle or articles falling from them or impact by animals.

In respect of *unoccupied buildings* it is a condition precedent to **our** liability in respect of those **buildings** and the restricted cover applicable that within 7 days of **you** first becoming aware of the unoccupancy:

- a) the gas, electricity, excluding power required for an intruder alarm or fire alarm system and water supplies are turned off at the mains and any water pipes, apparatus and tanks are drained down; and
- b) any devices for preventing access to the **buildings** are in full and effective operation at all times; and
- c) the **premises** are clear of any waste materials and redundant **contents**; and
- d) any accessible windows and doors are securely boarded over; and
- e) the letter box is permanently sealed shut or a non-combustible receptacle be permanently fixed to the letter box; and
- f) **you** have commenced a minimum of weekly inspections of the **premises** by a responsible person and a record of the results of such inspections is kept at another location. **You** must take immediate action to remedy any deterioration in the fabric of the **building** or non-compliance with a) to e) unless otherwise agreed by **us** in writing.

## 11. Reinstatement

- a) If day one inflation protection is not operative:

Subject to the following supplementary conditions the basis upon which the amount payable in respect of **buildings** and **contents** is to be calculated will be **reinstatement** of the property **damaged**.

### Supplementary conditions

1. **Our** liability for the repair or restoration of property partly **damaged** only will not exceed the amount which would have been payable had such property been wholly destroyed.
2. No payment beyond the amount which would have been payable in the absence of this special condition will be made:
  - a) unless **reinstatement** commences and proceeds without unreasonable delay; and
  - b) until the cost of **reinstatement** has been actually incurred; and
  - c) if the *property insured* at the time of **damage** will be insured by any other insurance effected by **you** or on **your** behalf which is not on the same basis of reinstatement.
3. All terms and conditions of this policy will apply:
  - a) in respect of any claim payable under the provisions of this special condition except so far as they are varied hereby
  - b) where claims are payable as if this special condition had not been incorporated.
- b) If day one inflation protection is operative as stated in the schedule:

Subject to the following supplementary conditions the basis upon which the amount payable in respect of **buildings** and **contents** is to be calculated will be **reinstatement** of the property **damaged**.

### Supplementary conditions

1. At the start of each period of insurance **you** will notify **us** of the **declared value** of the *property insured* by each of the said item(s). In the absence of such declaration the last amount declared by **you** will be taken as the **declared value** for the current period of insurance.
2. If at the time of **damage** the **declared value** of the property covered by such item be less than the cost of **reinstatement** at the start of the period of insurance then **our** liability for the damage will not exceed that proportion thereof which the **declared value** bears to such cost of **reinstatement**.
3. **Our** liability for the repair or restoration of property partly **damaged** only will not exceed the amount which would have been payable had such property been wholly destroyed.
4. No payment beyond the amount which would have been payable in the absence of this special condition will be made:
  - a) unless **reinstatement** commences and proceeds without unreasonable delay; and
  - b) until the cost of **reinstatement** has been actually incurred; and
  - c) if the *property insured* at the time of **damage** will be insured by any other insurance effected by **you** or on **your** behalf which is not on the same basis of reinstatement.

# Section B – Business interruption and book debts

## Special definitions

### **Annual research and development expenditure**

The **turnover** during that period in the twelve months immediately before the date of the **incident** which corresponds with the **indemnity period**.

### **Estimated gross fees**

The amount declared by **you** to **us** as representing not less than the **fees** which it is anticipated will be earned by the **business** during the financial year most nearly concurrent with the period of insurance (or a proportionately increased multiple thereof where the **maximum indemnity period** exceeds twelve months).

### **Estimated gross profit**

The amount declared by **you** to **us** as representing not less than the **gross profit** which it is anticipated will be earned by the **business** during the financial year most nearly concurrent with the period of insurance or a proportionately increased multiple thereof where the **maximum indemnity period** exceeds 12 months.

### **Estimated gross revenue**

The amount declared by **you** to **us** as representing not less than the **gross revenue** which it is anticipated will be earned by the **business** during the financial year most nearly concurrent with the period of insurance or a proportionately increased multiple thereof where the **maximum indemnity period** exceeds 12 months.

### **Estimated rent receivable**

The amount declared by **you** to **us** as representing not less than the **rent receivable** which it is anticipated will be earned by the **business** during the financial year most nearly concurrent with the period of insurance or a proportionately increased multiple thereof where the **maximum indemnity period** exceeds 12 months.

### **Fees**

The money paid or payable to **you** for work done and services rendered.

### **Gross profit**

The amount by which:

- a) the sum of the amount of the **turnover** and the amounts of the closing **stock** and work in progress exceed
- b) the sum of the amounts of the opening **stock** and work in progress and the amount of the **uninsured working expenses**.

### **Note:**

The amounts of opening and closing **stocks** and work in progress will be arrived at in accordance with **your** normal accountancy methods due provision being made for depreciation.

### **Gross revenue**

The money paid or payable to **you** for services rendered in the course of the **business** at the **premises**.

### **Incident**

Damage to property used by **you** at the **premises** for the purpose of the **business**.

### **Indemnity period**

The period beginning with the occurrence of the **incident** and ending not later than the **maximum indemnity period** thereafter during which the results of the **business** are affected in consequence of the **incident**.

For the purpose of extension 5. Food Safety Act **indemnity period** means the period during which the results of the **business** will be affected in consequence of the enforcement action, beginning with the date from which the restrictions on the premises are applied and ending not later than the **maximum indemnity period** thereafter.

### **Insured amount per week**

One 50th part of the **research and development expenditure** incurred during the financial year immediately before the date of the **incident**

### **Maximum indemnity period**

The time period stated in the schedule. This is a consecutive time period and commences from the date of the **incident**.

### **Notifiable disease**

Illness sustained by any person resulting from:

- a) food or drink poisoning
- b) one of the following specified human infectious or human contagious diseases:

Acute Encephalitis, Ophthalmia Neonatorum, Acute Poliomyelitis, Paratyphoid Fever, Bubonic Plague, Rabies, Relapsing Fever, Cholera, Rubella, Diphtheria, Scarlet Fever, Dysentery, Smallpox, Legionellosis, Tetanus, Legionnaires Disease, Tuberculosis, Leprosy, Typhoid Fever, Leptospirosis, Typhus Fever, Malaria, Viral Hepatitis, Measles, Viral Haemorrhagic, Meningitis, Whooping Cough, Meningococcal Infection, Yellow Fever and Mumps

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

### **Outstanding debit balances**

The amounts debited or invoiced to customers as set out in **your** accounts but not paid at the time of the damage adjusted for bad debts and any abnormal trading conditions which had or could have had a material effect on the **business**.

### **Professional accountant's charges**

The reasonable charges payable by **you** to **your** professional accountants for producing details that **we** require for any claim but not costs **you** incur for preparing any claim.

### **Rate of gross profit**

The **gross profit** earned expressed as a percentage of the **turnover** during the financial year immediately before the date of the **incident**.

### **Rent receivable**

The amount of the rent and other income received or receivable from the letting of the **premises** and for services rendered thereat.

### **Research and development expenditure**

The total expenditure incurred by **you** in course of the **business** at the **premises** less the relative cost of raw materials consumed.

### **Standard fees**

The **fees** during that period in the twelve months immediately before the date of the **incident** which corresponds with the **indemnity period** to which such adjustments shall be made as may be necessary to provide for the trend or the **business** and for variations in or other circumstances affecting the **business** either before or after the **incident** or which would have affected the **business** had the **incident** not occurred, so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the **incident** would have been obtained during the relative period after the **incident**.

### **Standard gross revenue**

The **gross revenue** during that period in the 12 months immediately before the date of the **incident** which corresponds with the **indemnity period**.

### **Standard rent receivable**

The **rent receivable** during that period in the 12 months immediately before the date of the **incident** which corresponds with the **indemnity period**.

### **Standard turnover**

The **turnover** during that period in the 12 months immediately before the date of the **incident** which corresponds with the **indemnity period**.

### **Turnover**

The money paid or payable to **you** for goods sold and delivered and for services rendered in course of the **business** at the **premises**.

### **Uninsured working expenses**

Purchases (less discounts), packing, carriage, freight, bad debts and discounts allowed.

### **Note:**

The words and expressions used in this definition will have the meaning usually attached to them in **your** books and accounts.

### **Notes to the special definitions**

In respect of the definitions of **annual research and development expenditure**, **standard gross revenue**, **insured amounts per week**, **standard fees** and **standard turnover** adjustments will be made as may be necessary to provide for the trend of the **business** and for variations in or other circumstances affecting the **business** either before or after the **incident** which would have affected the **business** had the **incident** not occurred so that the figures thus adjusted will represent as nearly as may be reasonably practicable the results which but for the **incident** would have been obtained during the relative period after the **incident**.

For the purposes of these definitions any adjustment implemented in current cost accounting will be disregarded.

## Sub-section B1 – Business interruption ‘all risks’

This section is only operative if stated in the schedule.

### Cover

In the event of any **incident** occurring during the period of insurance and in consequence the **business** carried on by **you** at the **premises** being interrupted or interfered with then **we** will pay **you** in respect of each item in the schedule the amount of loss resulting from such interruption or interference.

Provided that:

- a) at the time of the **incident** there is an insurance in force covering **your** interest in the property at the **premises** against such **damage** and:
  - i) payment has been made or liability admitted under that insurance; or
  - ii) payment would have been made or liability admitted therefor but for the operation of a proviso in such insurance excluding liability for losses below a specified amount
- b) **our** liability under this section will not exceed:
  - i) in the whole the total sum insured at the time of the **incident**
  - ii) 133.3% of the **estimated gross profit, estimated gross revenue, estimated gross fees or estimated rent receivable** respectively or any other limit of indemnity stated in this policy, the schedule or by endorsement applicable at the time of the **incident**
  - iii) in respect of any other item its sum insured or any other limit of indemnity stated in this policy, the schedule or by endorsement applicable at the time of the **incident**
  - iv) the sum insured or limit remaining after deduction for any other interruption or interference consequent upon an **incident** occurring during the same period of insurance unless **we** have agreed to reinstate any such sum insured or limit.

### Basis of claim settlement

These terms of settlement only apply if the item title appears in **your** schedule.

#### Item 1 – On Gross profit or Estimated gross profit

The amount payable as indemnity under this item will be:

- a) in respect of reduction in **turnover**: the sum produced by applying the **rate of gross profit** to the amount by which the **turnover** during the **indemnity period** falls short of the **standard turnover** in consequence of the **incident**
- b) in respect of increase in cost of working: the reasonable additional expenditure (subject to the provisions of clause B.1.8 – Uninsured standing charges) necessarily incurred for the sole purpose of avoiding or diminishing the reduction in **turnover** which but for that expenditure would have taken place during the **indemnity period** in consequence of the **incident** but not exceeding the sum produced by applying the **rate of gross profit** to the amount of the reduction thereby avoided less any sum saved during the **indemnity period** in respect of such of the charges.

### Clauses applicable to item 1

#### 1. Alternative trading

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

#### 2. Departmental

If the **business** is conducted in departments the independent trading results of which are ascertainable the provisions of clauses a) and b) of Item 1 – Gross profit will apply separately to each department affected by the **incident**.

#### 3. Essential employee

**We** will pay reasonable additional expenses necessarily incurred for the sole purpose of avoiding or diminishing any interruption of or interference with the **business** during the **indemnity period** resulting from any of **your** principals, directors or **business partners** sustaining **injury** in the course of the **business** during the period of insurance which results in their death or which in **our** Medical Officer's opinion will in all likelihood result in permanent total inability to attend to their usual activities in the **business**.



For the purpose of this clause:

- a) '***injury***' means accidental bodily injury not including sickness, disease or any naturally occurring condition or degenerative process or any gradually operating cause
- b) '***indemnity period***' means the period during which the results of the **business** are affected resulting from the occurrence beginning with the date of the accident causing ***injury*** but not exceeding the ***maximum indemnity period***
- c) the ***maximum indemnity period*** is 3 months.

The most **we** will pay is £25,000.

#### 4. Lottery winner

**We** will pay reasonable expenses necessarily incurred by **you** to minimise interruption of or interference with the **business** at the **premises** during the ***indemnity period*** due to the resignation of an **employee** or **employees** resulting from a monetary win from participation in the United Kingdom National Lottery, EuroMillions Lottery, Irish National Lottery or National Savings and Investment Premium Bonds prize draws or United Kingdom National Football Pools where the amount won is in excess of £100,000 per individual **employee**.

For the purpose of this clause:

- a) '***indemnity period***' means the period during which the results of the **business** are affected beginning with the occurrence of the monetary win but not exceeding the ***maximum indemnity period***
- b) the ***maximum indemnity period*** is 3 months.

The most **we** will pay is £25,000.

Excluding any loss where the **employee**:

- i) has been employed by **you** for a period of less than 12 consecutive months
- ii) has served notice or has been served notice of termination of their employment with **you** prior to the monetary win
- iii) has been absent from work due to sickness, disability or disciplinary suspension for a period of more than 4 weeks immediately prior to the monetary win
- iv) works their full period of notice in accordance with their contract of employment with **you**.

#### 5. New business

For the purpose of any claim arising from an ***incident*** occurring before the completion of the first year's trading of the **business** at the **premises**:

'***Rate of gross profit***' means the ***gross profit*** earned expressed as a percentage of the ***turnover*** during the period between the date of the commencement of the **business** and the date of the ***incident***.

'***Standard turnover***' means the proportionate equivalent for a period equal to the ***indemnity period*** of the ***turnover*** realised during the period between the commencement of the **business** and the date of the ***incident***.

#### 6. Payments on account

Payments on account may be made to **you** during the ***indemnity period*** at **our** discretion but in no case will any payment exceed **our** liability in respect of reduction in ***turnover*** for the period in respect of which a payment is to be made.

#### 7. Salvage sale

If following any ***incident*** giving rise to a claim under this item **you** hold a salvage sale during the ***indemnity period*** clause a) of this item will for the purpose of such claim read as follows:

In respect of reduction in ***turnover***: the sum produced by applying the ***rate of gross profit*** to the amount by which the ***turnover*** during the ***indemnity period*** (less the ***turnover*** for the period of the salvage sale) will in consequence of the ***incident*** fall short of the ***standard turnover*** from which sum will be deducted the ***gross profit*** actually earned during the period of the salvage sale.

#### 8. Uninsured standing charges

If any standing charges of the **business** are not insured by this policy (having been deducted in arriving at the ***gross profit*** as defined herein) then in computing the amount recoverable hereunder as increase in cost of working that proportion only of any additional expenditure will be brought into account which the ***gross profit*** bears to the sum of the ***gross profit*** and the ***uninsured standing charges***.

## Item 2 – On Gross revenue or Estimated gross revenue

The amount payable as indemnity under this item will be:

- a) in respect of loss of **gross revenue**: the amount by which the **gross revenue** during the **indemnity period** falls short of the **standard gross revenue** in consequence of the **incident**
- b) in respect of increase in cost of working: the reasonable additional expenditure necessarily incurred for the sole purpose of avoiding or diminishing the reduction in **gross revenue** which but for the expenditure would have taken place during the **indemnity period** in consequence of the **incident** but not exceeding the amount of reduction in **gross revenue** thereby avoided

less any sum saved during the **indemnity period** in respect of such of the charges and expenses of the **business** payable out of **gross revenue** as may cease or be reduced in consequence of the **incident**.

## Item 3 – On Fees or Estimated gross fees

The amount payable as indemnity under this item will be:

- a) in respect of loss of **fees**: the amount by which the **fees** during the **indemnity period** will fall short of the **standard fees** in consequence of the **incident**
- b) in respect of increase in cost of working: the reasonable additional expenditure necessarily incurred for the sole purpose of avoiding or diminishing the reduction in **fees** which but for the expenditure would have taken place during the **indemnity period** in consequence of the **incident** but not exceeding the amount of reduction in **fees** thereby avoided

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

## Clauses applicable to items 2 and 3

### 1. Alternative trading

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

### 2. Essential employee

**We** will pay reasonable additional expenses necessarily incurred for the sole purpose of avoiding or diminishing any interruption of or interference with the **business** during the **indemnity period** resulting from any of **your** principals, directors or **business partners** sustaining **injury** in the course of the **business** during the period of insurance which results in their death or which in **our** Medical Officer's opinion will in all likelihood result in permanent total inability to attend to their usual activities in the **business**.

For the purpose of this clause:

- a) '**injury**' means accidental bodily injury not including sickness, disease or any naturally occurring condition or degenerative process or any gradually operating cause
- b) '**indemnity period**' means the period during which the results of the **business** are affected resulting from the occurrence beginning with the date of the accident causing **injury** but not exceeding the **maximum indemnity period**
- c) the **maximum indemnity period** is 3 months.

The most **we** will pay is £25,000.

### 3. Lottery winner

**We** will pay reasonable expenses necessarily incurred by **you** to minimise interruption of or interference with the **business** at the **premises** during the **indemnity period** due to the resignation of an **employee** or **employees** resulting from a monetary win from participation in the United Kingdom National Lottery, EuroMillions Lottery, Irish National Lottery or National Savings and Investment Premium Bonds prize draws or United Kingdom National Football Pools where the amount won is in excess of £100,000 per individual **employee**.

For the purpose of this clause:

- a) '**indemnity period**' means the period during which the results of the **business** are affected beginning with the occurrence of the monetary win but not exceeding the **maximum indemnity period**
- b) the **maximum indemnity period** is 3 months.

The most **we** will pay is £25,000.

Excluding any loss where the **employee**:

- i) has been employed by **you** for a period of less than 12 consecutive months
- ii) has served notice or has been served notice of termination of their employment with **you** prior to the monetary win

- iii) has been absent from work due to sickness, disability or disciplinary suspension for a period of more than 4 weeks immediately prior to the monetary win
- iv) works their full period of notice in accordance with their contract of employment with **you**.

#### 4. New business

For the purpose of any claim arising from an *incident* occurring before the completion of the first year's trading of the **business**:

'*Standard fees*' means the proportional equivalent for a period equal to the *indemnity period* of the *fees* realised during the period between the commencement of the **business** and the date of the *incident* to which such adjustments shall be made as may be necessary to provide for the trend of the **business** and for variations in or other circumstances affecting the **business** whether before or after the *incident* or which would have affected the **business** had the *incident* not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the *incident* would have been obtained during the relative period after the *incident*.

#### 5. Payments on account

Payments on account may be made to **you** during the *indemnity period* at **our** discretion but in no case will any payment exceed **our** liability in respect of reduction in turnover for the period in respect of which a payment is to be made.

#### 6. Temporary removal (documents)

Loss as insured by this section resulting from interruption or interference with the **business** in consequence of **damage** to plans, deeds, briefs, manuscripts, books, documents and office records while temporarily removed within the **territorial limits** will be deemed to be loss resulting from an *incident*.

### Item 4 – On Rent receivable or Estimated rent receivable

The amount payable as indemnity under this item will be:

- a) in respect of loss of *rent receivable*: the amount by which the *rent receivable* during the *indemnity period* falls short of the *standard rent receivable* in consequence of the *incident*
- b) in respect of increase in cost of working: the reasonable additional expenditure necessarily incurred for the sole purpose of avoiding or diminishing the loss of *rent receivable* which but for that expenditure would have taken during the *indemnity period* in consequence of the *incident* but not exceeding the amount of the reduction in *rent receivable* thereby avoided

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

### Clauses applicable to Rent receivable or Estimated rent receivable

#### 1. Alternative trading

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

#### 2. New business

For the purpose of any claim arising from an *incident* occurring before the completion of the first year's trading of the **business** at the **premises**:

'*Standard rent receivable*' means the proportional equivalent for a period equal to the indemnity period of the *rent receivable* realised during the period between the commencement of the **business** and the date of the *incident*.

#### 3. Payments on account

Payments on account may be made to **you** during the *indemnity period* at **our** discretion but in no case will any payment exceed **our** liability in respect of reduction in *rent receivable* for the period in respect of which a payment is to be made.

### Item 5 – Increased cost of working

The amount payable as indemnity under this item will be the reasonable expenditure necessarily incurred by **you** during the *indemnity period* in order to minimise any interruption of or interference with the **business** in consequence of the *incident*.

### Item 6 – Additional increased cost of working

The insurance under this item is supplementary to items 1 and 2 if insured and the amount payable as indemnity will be the necessary additional expenditure beyond that recoverable under paragraph b) of items 1 and 2 of this section reasonably incurred during the *indemnity period* in consequence of the *incident* for the sole purpose of minimising any interruption of or interference with the **business** which but for that expenditure would have taken place.

## Additional cover extensions applicable to Sub-section B1 – Business interruption ‘all risks’

Any loss as insured under this section resulting from interruption of or interference with the **business** in consequence of:

- a) **damage** at any situation or to any property shown below; or
- b) any of the under-noted contingencies

will be deemed to be an **incident**.

After application of all other terms and conditions of this policy **our** liability under each extension in respect of any one **incident** will not exceed:

- i) the limit of liability applicable to Sub-section B1; or
- ii) the limit applicable to that extension as stated in the schedule or by endorsement

whichever is the lesser.

Unless otherwise stated the **maximum indemnity period** in respect of each extension will be that applicable to the relevant item to which the extension applies as stated in the schedule at the time of the **incident**.

### 1. Action of competent authorities

Action by the police or other competent local, civil or military authority following a danger or disturbance in the vicinity of the **premises** whereby access thereto will be prevented provided there will be no liability under this section of this extension for loss resulting from interruption of the **business** during the first 3 hours of the **indemnity period**.

The **maximum indemnity period** is 3 months.

### 2. Contract site

Any situation in the **territorial limits** not in **your** occupation where **you** are carrying out a contract.

The **maximum indemnity period** is 3 months.

### 3. Documents

Documents belonging to **you** or held in trust by **you** whilst temporarily at premises not in **your** occupation whilst in transit in the **territorial limits**.

The **maximum indemnity period** is 3 months.

### 4. Exhibition site

Any situation in the **territorial limits** not in **your** occupation where **you** are carrying out an exhibition.

The **maximum indemnity period** is 3 months.

### 5. Food Safety Act

Loss directly resulting from an enforcement action under Section 9 of the Food Safety Act 1990 at the **premises** against **your** products which are subsequently examined and are found not to be contaminated and are safe for human consumption.

The amount payable under this extension will be the sale value of all **your** products which cannot be produced or sold solely in consequence of the enforcement action less:

- a) any sum saved in respect of such charges and expenses of the **business** as may cease or be reduced in consequence of the enforcement action
- b) any sum payable to the insured as compensation under the terms of the Food Safety Act 1990 or otherwise.

The **maximum indemnity period** is 3 months.

Excluding liability under this extension for any costs incurred in the cleaning, repair, replacement, recall or checking of property.

## 6. Loss of attraction

Property within the vicinity of the **premises**, such **damage** directly resulting in a diminished attraction to customers and solely in consequence thereof, an identifiable reduction in **your business**.

The *maximum indemnity period* is 3 months.

Excluding any loss:

- i) during the first 24 hours of the *indemnity period*
- ii) as a result of obstruction by storm, flood or snow.

## 7. Motor vehicles

**Your** motor vehicles in Great Britain or Northern Ireland elsewhere than at the **premises** occupied by **you**.

The *maximum indemnity period* is 3 months.

## 8. Notifiable diseases, vermin, defective sanitary arrangements, murder and suicide

Loss resulting from interruption of or interference with the **business** at the **premises** resulting from:

- a) i) Any occurrence of a *notifiable disease* at the **premises** or attributable to food or drink supplied from the **premises**
  - ii) any discovery of an organism at the **premises** likely to result in the occurrence of a *notifiable disease*
- b) the discovery of vermin or pests at the **premises**
- c) any accident causing defects in the drains or other sanitary arrangements at the **premises**
- d) any occurrence of murder or suicide at the **premises**.

which causes restrictions on the use of the **premises** on the order or advice of the competent local authority.

### Special provisions

- 1. For the purposes of this extension '*indemnity period*' means the period during which the results of the **business** are affected in consequence of the occurrence, discovery or accident beginning with the date from which the restrictions on the **premises** are applied or in the case of d) above with the date of the occurrence and ending not later than the *maximum indemnity period* thereafter.
- 2. For the purposes of this extension '*maximum indemnity period*' means 12 months.
- 3. In the event that this section includes an extension which deems loss or damage at locations other than the premises to be an *incident* such locations will not be deemed premises for the purposes of this extension.

### Special conditions

- 1. **We** will only be liable for the loss arising at those **premises** which are directly affected by the occurrence, discovery or accident.
- 2. **You** will comply with all issues identified as Contraventions arising from a Food Premises Inspection Report within the timescales stated in such report.
- 3. **You** will notify **us** immediately of any prohibition notice, emergency prohibition notice or emergency prohibition order served against **you** or the manager of the **premises** in relation to a breach of the Food Safety Act 1990, General Food Regulations 2004 or Food Hygiene Regulations 2006 including any modifications thereto or re-enactment thereof.

Excluding:

- i) any infectious diseases which have been declared as a pandemic by the World Health Organisation
- ii) loss arising from restrictions on the use of the **premises** in consequence of an emergency notice or emergency prohibition order being served against **you** or the manager of the **premises** in relation to a breach of the Food Safety Act 1990, General Food Regulations 2004 or Food Hygiene Regulations 2006 including any modifications thereto or re-enactment thereof
- iii) any costs incurred in the cleaning, repair, replacement, recall or checking of property.

## 9. Patterns

Patterns, jigs, models, templates, moulds, dies, tools, plans, drawings and designs **your** property or held by **you** in trust and for which **you** are responsible while at the **premises** of any machine makers, engineers, founders or other metal workers excluding any **premises** wholly or partly occupied by **you** or while in transit all in **territorial limits**.

The *maximum indemnity period* is 3 months.

## 10. Prevention of access

Property in the vicinity of the **premises damage** to which will prevent or hinder the use of the **premises** or access thereto whether **your premises** or property therein sustain **damage** or not but excluding **damage** to property of any supply undertaking from which **you** obtain electricity, gas, water or telecommunications services which prevents or hinders the supply of such services to the **premises**.

The *maximum indemnity period* is 3 months.

## 11. Property stored

**Your** property whilst stored anywhere in the **territorial limits** elsewhere than at **premises** occupied by **you**.

The *maximum indemnity period* is 3 months.

## 12. Public utilities – electricity, gas, water, telecommunications or internet services

Property at any:

- a) generating station or sub-station of the public electricity supply undertaking
- b) land based premises of the public gas supply undertaking or of any natural gas producer linked directly therewith
- c) water works or pumping station of the public water supply undertaking
- d) land based premises of the public telecommunications or internet services undertaking from which **you** obtain electricity, gas, water or telecommunications services all in the **territorial limits**.

The cover provided under this extension includes loss as insured by this section due to failure of the public supply of:

- i) electricity at the terminal ends of the supply undertaking's service feeders at the **premises**
- ii) gas at the supply undertaking's meters at the **premises**
- iii) water at the supply undertaking's main stop cock servicing the **premises**
- iv) telecommunications or internet services (excluding satellite services) at the incoming line terminals or receivers at the premises as a direct result of **damage** by a cause not otherwise excluded to cables or pipes conveying the said services to the **premises** but excluding any failure which does not involve a cessation of supply for at least 24 consecutive hours.

The *maximum indemnity period* is 3 months.

Excluding:

- i) any cyber-attack carried out by any person who was, is or during the period of insurance becomes **your** partner, director, trustee, in-house counsel or senior manager in actual control of your operations;
- ii) any cyber-attack affecting any internet service provider, telecommunications provider, cloud provider but not including the hosting of hardware and software that **you** own, or other utility provider.

## 13. Transit

**Damage** to **your** property used in the **business** while in transit in the **territorial limits** but excluding **damage** to the conveying vehicle.

The *maximum indemnity period* is 3 months.



#### 14. Unspecified UK customers

The premises of **your customers** situated in the **territorial limits** but excluding the premises of any **customer** more specifically insured by this section.

Provided that for the purpose of this extension the term '**customers**' means those companies, organisations or individuals with whom, at the time of the **incident**, **you** have contracts or trading relationships to supply goods and services.

The **maximum indemnity period** is 3 months.

#### 15. Unspecified UK suppliers

The premises of **your** suppliers, manufacturers or processors of components, goods or materials situated in the **territorial limits** but excluding the premises of:

- a) any supply undertaking from which **you** obtain electricity, gas, water or telecommunication services
- b) any supplier more specifically insured by this section.

The **maximum indemnity period** is 3 months.

### Sub-section B2 – Book debts

This section is only operative if stated in the schedule.

#### Cover

In the event of **damage** by any cause not excluded occurring during the period of insurance to **your** books of account or other **business** books or records while:

- a) at the **premises**
- b) temporarily removed from the premises within the **territorial limits** including while in transit and as a direct result of the damage **you** are unable to trace **outstanding debit balances** due to **you** **we** will pay **you**:
  - i) the difference between **outstanding debit balances** and the total of the amounts received or traced
  - ii) additional expenses incurred by **you** with **our** consent in tracing and establishing **outstanding debit balances**
  - iii) **professional accountant's charges**

but not exceeding:

- i) the limit of indemnity stated in the schedule
- ii) the limit remaining after deduction for any other loss under this section occurring during the same period of insurance unless **we** have agreed to reinstate the limit.

### Special provisions applicable to the whole of Section B

#### 1. Automatic reinstatement of sum insured

In the absence of written notice from **you** or **us** to the contrary **our** liability will not stand reduced by the amount of any loss. **You** undertake to pay the appropriate additional premium for such automatic reinstatement of cover.

#### 2. Professional accountants'

Any particulars or details contained in **your** books of account or other **business** books or documents which may be required by **us** under Claims condition 1 – Claims notification for the purpose of investigating or verifying any claim hereunder may be produced by professional accountants if at the time they are regularly acting as such for **you** and **your** reports will be prima facie evidence of the particulars and details to which such reports relate.

**We** will pay **you** the reasonable charges payable by **you** to **your** professional accountants for producing such particulars or any other proofs, information or evidence as may be required by **us** under the terms of Claims condition 1 and reporting that such particulars or details are in accordance with **your** books of account or other **business** books or documents.

Provided that the sum of the amount payable under this clause and the amount otherwise payable under this section will in no case exceed **our** liability as stated.

### 3. Renewal

You will prior to each renewal provide us with the *estimated gross profit, estimated gross revenue, estimated fees* or *estimated rent receivable* applicable to items 1, 2, 3 and 4 respectively if insured for the financial year most nearly concurrent with the ensuing year of insurance.

### 4. Value Added Tax

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

# Exclusions applicable to Sections A and B

Sections A and B do not cover:

## 1. Collapse exclusion

a) in respect of Section A:

**damage** to a **building** or structure caused by its own collapse or cracking

b) in respect of Sub-sections B1 and B2:

**damage** to a building or structure used by **you** at the **premises** caused by its own collapse or cracking

unless resulting from a **defined peril** in so far as it is not otherwise excluded

## 2. Consequential loss exclusion

in respect of Section A, **consequential loss** of any kind or description except loss of rent when such loss is included in the cover under Section A

## 3. Damage to land exclusion

a) in respect of Section A: any **damage** to land

b) in respect of Sub-section B1: **consequential loss** caused by **damage** to land

other than for an amount of any loss of less than £25,000 in total in respect of **your** land or for which **you** are responsible, to a depth of up to one metre, within the perimeter of the **premises** provided that such loss is not otherwise excluded

## 4. Dishonesty and fraud exclusion

**damage** or **consequential loss** caused by or consisting of acts of fraud or dishonesty but this will not exclude such **damage** or **consequential loss** if resulting from a cause which is not otherwise excluded

## 5. Faulty or defective workmanship, wear and tear and steam pressure exclusions

**damage** or **consequential loss** caused by or consisting of:

a) inherent vice, latent defect, gradual deterioration, wear and tear, frost, change in water table level, its own faulty or defective design or materials

b) faulty or defective workmanship, operational error or omission, on **your** part or any of **your employees**

c) the bursting by steam pressure of a boiler economiser vessel machine or apparatus in which internal pressure is due to steam only and belonging to **you** or under **your** control other than:

i) in respect of Section A: a boiler used for domestic purposes only

ii) in respect of Sub-sections B1 and B2: any boiler or economiser on the **premises** or a boiler used for domestic purposes only

but this will not exclude subsequent **damage** or **consequential loss** which itself results from a cause not otherwise excluded

## 6. Marine policy exclusion

property which at the time of the happening of **damage** is insured by or would but for the existence of this section 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

## 7. Miscellaneous damage exclusion

**damage** or **consequential loss** caused by or consisting of:

a) corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin or insect

b) change in temperature, colour, flavour, texture or finish

**damage** or **consequential loss** consisting of:

a) joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, super heaters, pressure vessels or any range of steam and feed piping

- b) mechanical or electrical breakdown or derangement of the particular machine apparatus or equipment in which such breakdown or derangement originates
- c) **consequential loss** caused by the deliberate act of a supply undertaking in withholding the supply of water, gas, electricity, fuel or telecommunications services

but this will not exclude:

- i) such **damage** or **consequential loss** otherwise excluded which itself results from a **defined peril** or from any other accidental damage
- ii) subsequent **damage** or **consequential loss** which itself results from a cause not otherwise excluded

## 8. Money and valuables exclusion

- a) **damage** in respect of **money**
- b) **damage** or **consequential loss** in respect of jewellery, precious stones, precious metals, bullion, furs, curiosities, works of art or rare books other than such **damage** caused by:
  - i) a **defined peril**
  - ii) theft or attempted theft involving breaking into or out of the buildings of the **premises** by forcible and violent means
  - iii) robbery or attempted robbery committed in the **premises**

in so far as it is not otherwise excluded

## 9. More specific insurance exclusion

any property more specifically insured by **you** or on **your** behalf

## 10. Motor vehicle and other property exclusion

- a) in respect of Section A: motor vehicles and other property unless specifically mentioned as insured
- b) in respect of Sub-section B1: unless **consequential loss** is caused by a **defined peril** in so far as it is not otherwise excluded:
  - i) vehicles licensed for road use (including accessories thereon), caravans, trailers, railway locomotives, rolling stock, water craft or aircraft
  - ii) piers, jetties, bridges, culverts or excavations
  - iii) livestock, growing crops or trees

## 11. Pollution or contamination exclusion

- a) in respect of Section A:
 

**damage** caused by pollution or contamination but this will not exclude **damage** to the *property insured*, not otherwise excluded, caused by:

  - i) pollution or contamination which itself results from a **defined peril**
  - ii) a **defined peril** which itself results from pollution or contamination
  - iii) sudden, identifiable, unintended and unexpected pollution or contamination which itself results from an occurrence other than a **defined peril**
  - iv) an occurrence other than a **defined peril** which itself results from sudden, identifiable, unintended and unexpected pollution or contamination
- b) in respect of Sub-sections B1 and B2:
 

loss resulting from pollution or contamination but this will not exclude loss resulting from **damage** to property used by **you** at the **premises** for the purpose of the **business**, not otherwise excluded, caused by:

  - i) pollution or contamination at the **premises** which itself results from a **defined peril**
  - ii) a **defined peril** hereby insured against which itself results from pollution or contamination
  - iii) sudden, identifiable, unintended and unexpected pollution or contamination at the **premises** which itself results from an occurrence other than a **defined peril**
  - iv) an occurrence other than a **defined peril** which itself results from sudden, identifiable, unintended and unexpected pollution or contamination

subject to a total limit of liability in respect of a) iii) and iv) and b) iii) and iv) in any one period of insurance of £25,000

## **12. Premises in the course of alteration, demolition exclusion**

**damage** to or **consequential loss** in respect of property or structures in course of demolition, construction or erection, alteration, addition or improvement and materials or supplies in connection with all such property in course of construction or erection other than such **damage** or in respect of such **consequential loss** caused by:

- i) a **defined peril**
  - ii) theft or attempted theft involving breaking into or out of the **buildings** of the **premises** by forcible and violent means
  - iii) robbery or attempted robbery committed in the **premises**
- in so far as it is not otherwise excluded

## **13. Process exclusion**

**damage** or **consequential loss**:

- a) caused by fire resulting from its undergoing any heating process or any process involving the application of heat
- b) (other than by fire or explosion) resulting from its undergoing any process of production, packing, treatment, testing, commissioning, servicing or repair

## **14. Property in the open exclusion**

**damage** or **consequential loss** in respect of:

- a) movable property in the open, fences and gates caused by wind, rain, hail, sleet snow, flood or dust
- b) property in transit other than whilst at the **premises**

## **15. Subsidence, landslip and subsidence exclusion**

**damage** or **consequential loss** caused by or consisting of subsidence or ground heave of any part of the site on which the property stands or landslip:

- a) in respect of land insured hereby unless also affecting a **building** insured hereby
- b) caused by or consisting of:
  - i) the normal settlement or bedding down of new structures
  - ii) the settlement or movement of made-up ground
  - iii) coastal or river erosion
  - iv) defective design or workmanship or the use of defective materials
- c) which originated prior to the inception of this cover
- d) resulting from:
  - i) demolition, construction, structural alteration or repair of any property
  - ii) groundwork or excavation

at the same **premises**

## **16. Theft or attempted theft exclusion**

**damage** caused by or consisting of or **consequential loss** arising directly from theft or attempted theft:

- a) not involving:
  - i) breaking into or out of the **buildings** of the **premises** by forcible and violent means; or
  - ii) robbery or attempted robbery committed in the **premises**
- b) to that part of the **buildings** of the **premises** not occupied by **you**
- c) to property on or in any garden, yard, open place or open sided building but this will not exclude:
  - i) any outbuilding specified on the schedule by endorsement
  - ii) cover provided for contents under extension 23 Property in the open
- d) by any person lawfully on the **premises**
- e) of the fabric of the **buildings**

### 17. Unexplained loss exclusion

**damage** caused by or consisting of or **consequential loss** arising directly or indirectly from:

- a) disappearance unexplained or inventory shortage, misfiling or misplacing of information
- b) in respect of Sub-sections B1 and B2:
  - i) erasure, loss, distortion or corruption of information on computer systems or other records programs or software caused deliberately by rioters, strikers, locked-out workers, persons taking part in labour disturbances or civil commotion or malicious persons
  - ii) other erasure, loss, distortion or corruption of information on computer systems or other records programs or software unless resulting from a **defined peril** in so far as it is not otherwise excluded

### 18. Unoccupied building exclusion

**damage** or **consequential loss** caused by:

- a) freezing
- b) escape of water from any tank, apparatus or pipe
- c) (other than by fire or explosion) malicious persons not acting on behalf of or in connection with any political organisation

in respect of any **building** which is empty or not in use for more than 30 consecutive days.



# Section C – Money

This section is only operative if stated in the schedule.

## Special definitions

### **Assault**

- a) Violent or criminal assault
- b) attack by animals.

### **Bodily injury**

Accidental injury excluding illness, disease or any naturally occurring condition or degenerative process or any gradually operating cause.

### **Usual occupation**

The occupation of the **person insured** as stated in **your** records at the date of sustaining **bodily injury**.

### **Weekly earnings**

The gross average weekly earnings of the **person insured** from **you** during the 52 weeks immediately before the date of sustaining **bodily injury**.

## Cover

In the event of **damage** to **money** from a cause not otherwise excluded arising during the period of insurance occurring within the **territorial limits** **we** will settle **your** claim in accordance with the Claims conditions.

The most **we** will pay is the limit stated in the schedule.

Provided that the most **we** will pay for **money** in transit by post will be limited to £25 per packet while in transit by unregistered post.

We will also pay for:

- a) **damage** to clothing and personal effects belonging to the person insured caused by robbery or attempted robbery occurring in the course of the **business** subject to a limit of £500 for any one **person insured**
- b) **damage** to any stamp franking machine, money belts, waistcoats, cash carrying cases and similar cash carrying devices designed for the safe carriage of money as a result of robbery or attempted robbery occurring in the course of the **business**.

## Additional cover extension applicable to Section C – Money

### 1. Personal accident (assault)

If during the period of insurance any **person insured** sustains **bodily injury** by **assault** arising from theft or attempted theft of **money** as a result of which death or disablement occurs independently and exclusively of any other cause within 24 hours of sustaining the **bodily injury** **we** will pay **you** the sum stated in the table of benefits.

#### Table of Benefits

1. Death, loss of limb or loss of eye	£25,000
2. Permanent total disablement	£25,000
3. Temporary total disablement from engaging in the <b>person insureds' usual occupation</b> <b>weekly earnings</b> for a normal maximum period of 104 weeks from date of disablement	up to £150 per week
4. If <b>you</b> or any of <b>your employees</b> sustain <b>bodily injury</b> by violent, external and visible means as a result of malicious attack by anyone stealing or attempting to steal <b>money</b> <b>we</b> will pay <b>you</b> up to £50 per person per counselling session, with <b>our</b> prior consent, when recommended by a qualified medical practitioner and undertaken with a qualified, professional counsellor. The most <b>we</b> will pay is £1,000 per any one event.	

Provided that:

- a) no benefit will be payable until the whole amount has been ascertained and agreed
- b) if **we** are satisfied that the disability is permanent benefit 2 will become payable when benefit 3 is exhausted. **We** will not otherwise be liable to pay more than one benefit in respect of the same accident. In no case will more than one benefit be payable in respect of the same period of time
- c) benefit will only be payable provided death or loss occurs or disablement commences within 24 months of the date of **bodily injury**.

If the **person insured** as a result of an **assault** or attempted **assault** sustains loss or damage to **personal effects**, **we** will pay **you** in respect of payment to the **person insured** for the **damage** sustained but not exceeding £500 in respect of any one **person insured**.

## Special exclusions

This section does not cover:

### 1. Age limitation

**bodily injury** to a **person insured** who has attained the age of 65 years unless the **bodily injury**, loss or expense occurs during the period of insurance in which the **person insured** attains the age of 65 years

### 2. Error or omission

loss of **money** due to clerical or accounting errors

### 3. Fraud or dishonesty

loss of **money** due to acts of fraud or dishonesty by any **employee** where the loss is not discovered within 14 days of the date that the act of fraud or dishonesty started

### 4. Unattended road vehicles

Loss of **money** in excess of £100 from any unattended vehicle.

## Special conditions

### 1. Accompaniment

We will not be liable for any loss of **money** in transit by **you** or **your employees** unless accompanied by persons aged 16 years of age or over as follows:

Amount Carried	Minimum Number of Persons
Up to £2,000	1
Over £2,000 and up to £4,000	2
Over £4,000	3

### 2. Intruder alarm

It is a condition precedent to **our** liability that whenever the **premises** in which the safe containing **money** is situated is unattended:

- a) any intruder alarm system required by **us** at any **premises** so indicated in the schedule (under Section A – Material damage 'all risks') will be:
  - i) installed in accordance with the specification or system record approved by **us** and no alteration or variation of the system or any structural alteration to the **premises** which would affect the system will be made without **our** written consent; and
  - ii) inspected and maintained in accordance with the Code of Practice under Section 4.2 of BS4737:1986 under contract by an installer included in the official list of recognised firms of the National Approval Council for Security Systems (NACOSS) or otherwise approved by **us**; and
  - iii) put into full and effective operation whenever the alarmed portion of the **premises** is closed for **business** or left unattended
- b) all keys of the intruder alarm system will be removed from the **premises** whenever they are closed for **business** or left unattended except that where part of the **premises** is occupied residentially by **you** or **your employee** the said keys will be removed from the **business** portion of the **premises**.

### 3. Record keeping

**You** must keep a complete record of **money** in transit and at the **premises** and deposit that record in a secure place excluding a safe or strongroom containing **money**.

### 4. Security of safe keys and combination codes

It is a condition precedent to **our** liability that whenever the **premises** in which the safe containing **money** is situated is unattended:

- a) the safe will be securely locked; and
- b) any key and records of a code to the safe will be removed from the **premises** or kept on **your** person or that of an authorised **employee** except where a portion of the **premises** is occupied residentially by **you** or any **employee** when any key and record of a code will be removed from the **business** portion of the **premises**.

# Section D – Deterioration of stock

This section is only operative if stated in the schedule.

## Special definitions

### **Accident**

- a) A change in temperature in the cold chambers of a **freezer** as a direct result of:
  - i) sudden and unforeseen damage to the **freezer** or non-operation of its controlling devices by any cause not otherwise excluded
  - ii) failure of the public supply of electricity at the terminal ends of the supplier's service feeders at the **premises**
  - iii) failure of the electrical installation connecting the **freezer** to the supplier's service feeders
- b) action of refrigerant fumes escaping from the **freezer**.

### **Freezer**

Any frozen or chilled food cabinet, deep freezer, cold room or cold store the age of which is not more than ten years old and at the **premises** used by **you** for purposes of the **business**.

### **Stored goods**

Chilled or frozen goods contained in the **freezer**.

### **Cover**

In the event of deterioration, putrefaction or contamination of **stored goods** caused by an **accident** occurring during the period of insurance **we** will pay **you**:

- a) the cost of replacing the **stored goods**; and
  - b) the associated cost of any processing and packaging undertaken by **you**
- less any amount received by **you** from their sale.

The most **we** will pay is:

- i) the limit stated in the schedule
- ii) in respect of any one **freezer** the limit of liability stated in the schedule at the time of the **accident**
- iii) the sum insured or limit remaining after deduction for any other **accident** occurring during the same period of insurance unless **we** have agreed to reinstate any sum insured or limit.

The **excess** applicable to this section is stated in the schedule or endorsements.

**We** will settle **your** claim in accordance with the Claims conditions.

## Special exclusions

This section does not cover:

### **1. Consequential loss**

any financial loss, **damage**, cost, expense, fine or penalty not directly associated with the incident that caused **you** to claim

### **2. Fire and perils**

**damage** caused by or in consequence of fire, lightning, flood, explosion, aircraft or other aerial devices or articles dropped therefrom occurring at the **premises**

### **3. Utilities**

loss in consequence of a failure of the supply of electricity directly or indirectly due to:

- a) a deliberate act of the supplier not performed for the sole purpose of safeguarding life or protecting any part of the supply system
- b) a scheme of rationing not necessitated by **damage** to the supplier's generating or supply equipment
- c) the inability of the supplier to maintain the supply system due to industrial action by any of its employees

### **4. Wilful neglect**

**your** wilful neglect.

# Section E – Engineering breakdown

This section is only operative if stated in the schedule.

## Special definitions

### **Breakdown**

Sudden and unforeseen damage which in **our** opinion necessitates immediate repair or replacement to enable normal working to continue caused by:

- a) the actual breaking, distortion or burning out of any part of an item of **equipment** whilst in ordinary use arising from either mechanical or electrical defect in the item causing its sudden stoppage including any resultant loss of cooling, lubricating or insulating oil or refrigerant or brine
- b) the fracturing of any part of an item of **equipment** by frost when such fracture renders the item inoperative
- c) the complete severance of a rope forming part of the **equipment** designed for lifting but not breakage or abrasion of individual wires or strands even if this necessitates replacement of such rope
- d) the **explosion** or **collapse** of **boiler and pressure plant**.

### **Boiler and pressure plant**

- a) Boiler plant
- b) plant subject to internal steam pressure
- c) plant used to contain fluids under pressure or vacuum.

### **Business interruption**

Loss of income, occurring during the indemnity period, as a result of **damage** resulting from **breakdown** of **equipment**.

### **Collapse**

The sudden and dangerous distortion whether or not attended by rupture of any item of **boiler and pressure plant** caused by crushing stresses by force of steam or other fluid pressure other than pressure of ignited flue gases.

### **Equipment**

All installed machinery and plant owned by or leased to **you** for the purpose of **your business** but excluding:

- a) office machinery and data processing equipment
- b) vehicles or self-propelled machinery other than purpose built lifting and handling machinery
- c) machinery and plant which is prototype or experimental
- d) machinery and plant located underground
- e) stock in trade and products of **your business**.

### **Explosion**

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

## Cover

Provided that Section A of this policy is operative **we** will pay **you** for **damage** caused by or resulting from **breakdown** to **equipment** whilst at the **premises** specified in the schedule.

The basis of settlement is as described under Section A.

The most **we** will pay for **damage** to **equipment** or other property belonging to **you** or for which **you** are responsible is stated in the schedule.

**We** will settle **your** claim in accordance with the Claims conditions.

The **excess** applicable to this section is stated in the schedule and may be amended by endorsement.

## Additional cover extension applicable to Section E – Engineering breakdown

### 1. Business interruption

Provided that Section B of this policy is operative **we** will pay **you** for *business interruption* caused by or resulting from *breakdown to equipment*.

The most **we** will pay is £100,000 during any one period of insurance.

The maximum indemnity period is 12 months.

### 2. Damage to own surrounding property and pressure plant

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

The most **we** will pay for **damage** to pressure plant is £100,000 any one occurrence.

The most **we** will pay for **damage** to own surrounding property is £1,000,000 any one occurrence.

### 3. Debris removal

**We** will pay **you** for the costs incurred in the removal of debris and protection of *equipment* following *breakdown*.

The most **we** will pay is £25,000 any one accident or 20% of the indemnifiable damage whichever is the lesser.

### 4. Expediting expenses

**We** will pay reasonable expenses necessarily incurred by **you** in making temporary repairs and expediting permanent repair including overtime working and the use of rapid transport in consequence of **damage** for which you are indemnified under this section.

Provided that the amount payable in respect of any one occurrence will not exceed 50% of the normal cost of repair or £2,500 whichever is the lesser and this limit will be in addition to the *breakdown* sum insured stated in the schedule.

### 5. Repair costs investigation cover

The costs (including cost of consultants' fees) incurred with our prior consent conducting investigations and tests in respect of possible repair, replacement or restoration following **damage** covered by this section.

The most **we** pay in respect of any one occurrence is £25,000.

## Special exclusions

This section does not cover:

### 1. Gradually operating causes

the cost of rectifying or making good:

- a) wear and tear, gradually developing defects, flaws, deformation, distortion, cracks or partial fractures, loose parts, defective joints or seams
- b) any form of corrosion or erosion however arising

nor any *business interruption* arising from the above but this will not exclude subsequent *damage* and *business interruption* which itself results from a cause not otherwise excluded

### 2. Guarantee or maintenance agreement

a) **damage** or *business interruption* for which:

- i) any manufacturer, supplier, agent or maintenance undertaking is responsible under the terms of a guarantee or maintenance agreement
- ii) **you** are relieved of responsibility under any rental, hire or lease agreement

b) **damage** and any *business interruption* arising from such **damage** to any item of *equipment* caused by or arising from:

- i) non-compliance by **you** with the maintenance requirements specified by the *equipment* manufacturer or supplier
- ii) modifications to that item beyond the specifications laid down by its manufacturer
- iii) non-compliance by **you** with a recall notice issued by the *equipment* manufacturer or supplier

### 3. Other damage

**damage** and any *business interruption* arising from such **damage** to:

- a) glass and non-metallic parts
- b) any device for safety or protection when it operates for that purpose
- c) bulbs, thermionic valves, heating elements, photo-electric cells, transistors, batteries, liquid crystal and plasma displays, cathode ray tubes and similar apparatus
- d) track rails, wear plates, cutting edges, crushing, grinding or hammering surfaces, cutting, shaping or drilling tools and the like, bands, belts or any part requiring periodic renewal
- e) trailing cables, tyres or attachments unless accompanied by **damage** to remainder of the **equipment**.

### 4. Testing, overloading, commissioning and repair exclusion

**damage** and any *business interruption* arising from such **damage** to any item of **equipment**:

- a) which has not successfully completed its performance acceptance tests
- b) occurring within 28 days of its initial installation at the **premises**
- c) which at the time of its occurrence is undergoing a hydraulic test or any form of testing involving abnormal stresses or intentional overloading
- d) caused by the application of any tool or process in the course of its maintenance, inspection, repair, alteration, modification or overhaul.



# Section F – Computer breakdown

This section is only operative if stated in the schedule.

## Special definitions

### **Breakdown**

The electrical or mechanical failure of **computer equipment** arising from internal causes or fluctuation in power supply which requires repair or replacement to enable normal operation to continue excluding **damage** by fire other than such **damage** to the item of **computer equipment** in which the failure occurs.

### **Computer equipment**

- a) Computer hardware and its peripheral devices including interconnecting wiring and media used for electronic processing, communication and storage of data
  - b) temperature and environmental control, power supply and voltage regulating equipment and protective devices exclusively for use with computer hardware
  - c) computer software held on media
  - d) operating systems and proprietary software packages
- in **your** custody and control.

### **Computer media**

Computer media of all types (other than paper records) belonging to **you** or leased, hired or licensed to **you**.

## Sub-section F1 – Computer breakdown

### Cover

**We** will pay for **damage** to **computer equipment** as a result of **breakdown** of **computer equipment**.  
The most **we** will pay in any one period of insurance is the amount stated in the schedule.  
The **excess** applicable is stated in the schedule and may be amended by endorsement.  
**We** will settle **your** claim in accordance with the Claims conditions.

## Additional cover extensions applicable to Sub-section F1 – Computer breakdown

### 1. Additional lease

Additional lease or hire charges arising out of the replacement of a lease or hire agreement in respect of the **computer equipment** by a new agreement for similar equipment in consequence of **damage** covered by Sub-section F1.

Provided that:

- a) the period in respect of which such charges will be paid will not extend beyond the expiry date of the original agreement; and
- b) the total additional charges payable in respect of any one occurrence will not exceed £25,000.

### 2. Investigation costs

The costs (including cost of consultants' fees) incurred with **our** prior consent conducting investigations and tests in respect of possible repair replacement or restoration following **damage** covered by **breakdown**.

The most **we** pay in respect of any one occurrence is £25,000.

## Special exclusions

Sub-section F1 does not cover:

### 1. Guarantee or maintenance

damage for which:

- a) any manufacturer, supplier, agent or maintenance undertaking is responsible under the terms of a guarantee or maintenance agreement
- b) **you** are relieved of responsibility under any rental hire or lease agreement

### 2. Viruses and hacking

damage directly or indirectly occasioned by or in consequence of **virus or similar mechanism or hacking**.

## Sub-section F2 – Additional expenditure

### Cover

Provided that Section B Business interruption and book debts is operative **we** will also pay any additional reasonable expenditure necessarily incurred by **you** in consequence of **breakdown** to:

- a) prevent or minimise the interruption of or interference with the work normally carried out by or on the **computer equipment**
- b) recompile or restore data or software or replace third party proprietary software in consequence of **breakdown** which manifests itself during the period of insurance.

The most **we** will pay any one occurrence is £50,000.

Payment of a claim made under this sub-section will not reduce the sums insured except upon written notice by **us** to the contrary.

Provided that:

- a) **you** will take immediate steps to comply with any requirements of **us** relating to amendments to the protections of the property insured
- b) the amount payable under Sub-section F2 in respect of additional expenditure incurred directly or indirectly consequence of **virus or similar mechanism or hacking** will not exceed in any one period of insurance the sum of £25,000.

The excess applicable to Section F does not apply to Sub-section F2 – Additional expenditure.

## Additional cover extensions applicable to Sub-section F2 – Additional expenditure

### 1. Accountants fees

**We** will pay any professional accountants' fees necessarily and reasonably incurred for producing any particulars or any other proofs, information or evidence as may be required under the Claims condition 1 – Claims notification and reporting that such particulars are in accordance with **your** books of accounts or other business books or documents.

Provided that the amount payable in respect of any one occurrence will not exceed £25,000 and this limit will be in addition to the sum insured stated in the schedule.

### 2. Additional lease

**We** will pay additional lease or hire charges arising out of the replacement of a lease or hire agreement in respect of the **computer equipment** by a new agreement for similar equipment in consequence of loss or damage covered by Sub-section F2.

Provided that:

- a) the period in respect of which such charges will be paid will not extend beyond the expiry date of the original agreement
- b) the total additional charges payable in respect of any one occurrence will not exceed £25,000 and this limit will be in addition to the sum insured stated in the schedule.

## Special exclusions

Sub-section F2 does not cover:

### 1. Inventory losses

loss of the property insured and any additional expenditure in consequence thereof by its disappearance or by shortage if such disappearance or shortage is only revealed when an inventory is made or loss of the property insured due to its being stolen or otherwise missing unless such loss is identifiable by **you** with a specific occurrence which has been the subject of notification under the terms of Claims condition 1 – Claims notification including reporting the matter to the police

### 2. Programming errors or design defects

- a) the costs of rectifying programming errors or design defects in software
- b) in respect of third party proprietary software only any additional expenditure in consequence of programming errors or design defects but this exclusion will not apply to additional expenditure consequent upon erasure, destruction, corruption or distortion of other software caused by programming errors or design defects in third party proprietary software

### 3. Value of data

the value to **you** of data stored on *computer equipment* or *computer media*.

## Special conditions

### 1. Back up

Data records must be backed up no less frequently than once every 7 days and stored off site. Adequate backup facilities must be provided to ensure that all essential business information and software can be recovered following a disaster or media failure. Back up arrangements for individual systems must be regularly tested. Back up information must be given an appropriate level of physical and environmental protection and back-up media must be regularly tested, where practicable, to ensure that they can be relied upon for emergency use.

### 2. Information security

- a) A documented information security policy must be maintained; this must be approved by management, published and communicated as appropriate to all **employees**.
- b) Access to all networks and systems must be authenticated by means of individual user identifications and passwords which are unpredictable, alphanumeric of at least 6 characters and required to be changed at least every 90 days.
- c) Firewalls must be in place to prevent unauthorised access on all connections from internal networks and systems to external networks.
- d) Remote users must be authenticated before being allowed to connect to internal networks and systems.
- e) Anti-virus software must be in place on all desktops and mission critical servers to protect against viruses, worms and other malicious code; it must be installed on all entry points including email attachments and internet downloads.

# Section G – Terrorism

This section is only operative if stated in the schedule.

## Special definitions

### **Computer system**

A computer or other equipment or component or system or item which processes, stores, transmits or receives **data**.

### **Data**

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

### **Denial of service attack**

Any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability or performance of networks, network services, network connectivity or **computer systems**.

**Denial of service attacks** include but are not limited to the generation of excess traffic into the network addresses, the exploitation of system or network weaknesses and the generation of excess or non-genuine traffic between and amongst networks and the procurement of such actions or instructions by other **computer systems**.

### **Hacking**

Unauthorised access to any **computer system** whether your property or not.

### **Phishing**

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

### **Terrorism**

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

### **Virus or similar mechanism**

Program code, programming instruction or any set of instructions intentionally constructed with the ability, or purposely used, to damage, interfere with, adversely affect, infiltrate or monitor **computer systems, data** or operations, whether involving self-replication or not.

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

## Cover

### Section G1 – Certified terrorism

In the event that:

- a) Her Majesty's Government or Her Majesty's Treasury or any successor relevant authority issue a certificate certifying an event or occurrence to have been **terrorism**; or
- b) Her Majesty's Government or Her Majesty's Treasury or any successor relevant authority refuse to issue a certificate certifying an event or occurrence to have been **terrorism** and that refusal is reversed by the decision of a validly constituted tribunal

**we** will pay **you** the amount of the loss in respect of:

- i) **damage** to property insured under Sections A, C, D, H, I and P
- ii) **consequential loss** insured under Section B

caused by or arising from **terrorism**.

**We** will settle **your** claim in accordance with the Claims conditions.

Provided that:

- 1) the **damage** and/or **consequential loss** occurs in England, Wales or Scotland but not the territorial seas adjacent to them as defined by the Territorial Sea Act 1987 and not Northern Ireland, the Channel Islands or the Isle of Man
- 2) in any action, suit or other proceedings where **we** allege that any **damage** or **consequential loss** is not covered under Section G1 the burden of proving that the **damage** or **consequential loss** is covered will fall upon **you**.

Excluding:

A) any losses whatsoever:

- a) occasioned by riot, civil commotion, war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power
- b) directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from:
  - i) damage to or the destruction of any **computer system**; or
  - ii) any alteration, modification, distortion, erasure or corruption of **data**in each case whether **your** property or not, where such loss is directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from **virus or similar mechanism, hacking, phishing or denial of service attack**

Proviso to exclusion A) b)

save that **covered loss** otherwise falling within this exclusion A) b) will not be treated as excluded by exclusion A) b) solely to the extent that such **covered loss**:

- i) results directly (or, solely as regards ii) 3) below, indirectly) from fire, explosion, flood, escape of water from any tank, apparatus or pipe (including any sprinkler system), impact of aircraft or any aerial devices or articles dropped from them, impact of any sea-going or water-going vessel or of any vehicle whatsoever or of any goods or cargo carried in or on such vessel or vehicle, destruction of, damage to or movement of buildings or structures, plant or machinery other than any **computer system**; and
- ii) comprises:
  - 1) the cost of reinstatement, replacement or repair in respect of damage to or destruction of **property** insured; or
  - 2) the amount of business interruption loss suffered directly by **you** by way of loss of or reduction in profits, revenue or turnover or increased cost of working as a direct result of either damage to or destruction of **property** insured or as a direct result of denial, prevention or hindrance of access to or use of the **property** insured by reason of **terrorism** causing damage to other **property** within one mile of the **property** insured to which access is affected; or
  - 3) the amount of loss caused by the cancellation, abandonment, postponement, interruption, curtailment or relocation of an event as a result of damage to or destruction of **property** and any additional costs or charges reasonably and necessarily paid by **you** to avoid or diminish such loss

and

- iii) is not caused by or arising from **terrorism** in relation to which the relevant organisation or any persons acting on behalf of or in connection with that organisation are controlled by, acting on behalf of or part of any de jure or de facto government of any nation, country or state.
  - iv) for the purposes of this Proviso
    - 1) The meaning of '**property**' shall exclude:
      - A) any money (including **money**), currency, electronic cryptographic or virtual currency including Bitcoin or anything similar, negotiable or non-negotiable instruments, financial securities or any other financial instrument of any sort whatever; and
      - B) any **data**.
    - 2) '**Covered loss**' means all losses arising as a result of damage to or the destruction of **property** insured caused by or arising from **terrorism**.
  - v) Notwithstanding the exclusion of **data** from **property**, to the extent that damage to or destruction of **property** within the meaning of sub-paragraph ii) above indirectly results from any alteration, modification, distortion, erasure or corruption of **data**, because the occurrence of one or more of the matters referred to in sub-paragraph i) above results directly or indirectly from any alteration, modification, distortion, erasure or corruption of **data**, that shall not prevent cost or business interruption loss directly resulting from damage to or destruction of such **property** and otherwise falling within sub-paragraphs i) and ii) 1) or 2) nor any loss, cost or charges otherwise falling within sub-paragraphs i) and ii) 3) above from being recoverable under this section.
- In no other circumstances than the previous sentence, however, will any loss or losses directly or indirectly caused by, contributed to by or arising from or occasioned by or resulting from any alteration, modification, distortion, erasure or corruption of **data** be recoverable under this section

- B) any type of property which has been specifically excluded under Sections A, C, D, H, I and P of this policy
- C) any **nuclear installation** or **nuclear reactor** and all fixtures and fittings situated thereon and attached thereto and all pipes, wires, cables, drains or other conduits or service media of any description which are affixed or connected to or in any way serve the **nuclear installation** or **nuclear reactor**.

Save for the exclusions listed above no other exclusions applicable to Sections A, C, D, H, I and P will apply to the insurance under Section G1. All the other terms, definitions, provisions and conditions of said sections including but not limited to any **excess** or deductible to be borne by **you** will apply to the insurance under Section G1 except for:

- 1) any Long Term Agreement applying to this policy
- 2) any terms which provide for adjustments of premium based upon declarations on expiry or during the period of insurance
- 3) any extension of **premises** to locations outside England and Wales and Scotland.

## Sub-section G2 – Uncertified terrorism

In the event that:

- a) Her Majesty's Government or Her Majesty's Treasury or any successor relevant authority refuse to issue certificate certifying an event or occurrence to have been **terrorism**; and
- b) the refusal is upheld by the decision of a validly constituted tribunal

General exclusion 5 of this policy will not apply to Sections A, B, C, D, H, I and P in respect of the event or occurrence.

**We** will settle **your** claim in accordance with the Claims conditions.

Provided that:

- i) the event or occurrence and the **damage** to property insured and/or **consequential loss** that result from it occurs in England, Wales or Scotland but not the territorial seas adjacent to them as defined by the Territorial Sea Act 1987 and not Northern Ireland, the Channel Islands or the Isle of Man
- ii) other than to the extent they are altered by proviso i) of Sub-section G2 all the terms, definitions, exclusions (except General exclusion 5), provisions and conditions applicable to Sections A, B, C, D, H, I and P will apply to Sub-section G2.



# Section H – Goods in transit

This section is only operative if stated in the schedule.

## Special definitions

### ***In transit***

The period from the time the **property insured** is lifted until it is unloaded at its final destination including:

- a) loading and unloading
- b) the use of recognised “roll-on, roll-off” vehicle ferries providing no unloading or re-loading of the **vehicle** is involved
- c) whilst temporarily housed on or off the **vehicle** in the course of the carriage but excluding any dismantling, installation, erection or testing.

### ***Personal effects***

Personal belongings of **your** drivers or attendants excluding money, credit, debit or charge cards, stamps, documents, securities, car audio equipment, televisions or jewellery.

### ***Property insured***

Goods belonging to **you** or for which **you** are legally responsible in connection with the **business**.

### ***Recorded information***

Documents, business and/or personal records and/or similar information represented or stored upon or within paper, optical, electronic and/or other storage media.

### ***Specified perils***

- a) fire
- b) theft
- c) attempted theft
- d) as a direct result of impact of the **property insured** with any object outside the **vehicle**
- e) as a direct result of impact of the **property insured** with the **vehicle** or anything in or on it during loading and/or unloading
- f) as a direct result of the collision of or overturning of the **vehicle**
- g) as a direct result of any **vehicle** being stranded, grounded or sunk
- h) by immersion of the **property insured** in any watercourse, lake, river or sea.

### ***Territorial limits***

Great Britain, Northern Ireland, the Isle of Man, the Channel Islands, or the Republic of Ireland including transits there between.

### ***Vehicle***

A mechanically driven land conveyance including trailers whether attached or temporarily detached from the vehicle whilst **in transit**.

### ***War risks***

Any:

- a) war, civil war, revolution, rebellion, insurrection
- b) civil strife arising from a) above
- c) hostile act by or against a belligerent power
- d) capture, seizure, arrest, restraint or detainment arising from a), b) or c) above
- e) derelict mines, torpedoes, bombs or other derelict weapons of war.

### ***Working hours***

The whole period during which the **vehicle** is being used by its driver in connection with the **business**.

## Cover

In the event of **damage** to *property insured* occurring *in transit*:

- a) in or on any *vehicle* operated by **you**
- b) in or on any *vehicle* operated by hauliers
- c) by parcel post
- d) by rail

within the **territorial limits** during the period of insurance **we** will pay **you** in respect of any one item up to the sum insured stated in the schedule.

**We** will also pay **you** for damage to sheets, ropes, dunnage, securing chains, toggles and the like owned by **you** whilst *in transit* in or on any *vehicle* operated by **you**. The most **we** will pay is £5,000 in respect of any one claim.

The **excess** applicable to a) and b) above is stated in the schedule or endorsements. No **excess** is payable for c) and d) above.

**We** will settle **your** claim in accordance with the Claims conditions.

## Additional cover extensions applicable to Section H – Goods in transit

### 1. Additional discharge expenses

In the event of **damage** covered under this section to the *property insured* **we** will pay reasonable costs necessarily incurred by **you** to:

- a) unload, discharge, handle and store **damaged** and undamaged *property insured*
- b) re-load, transport and forward the **damaged** and undamaged *property insured* to its intended destination by any means.

**We** will be entitled to treat any claim as a constructive total loss and will be entitled to any salvage.

### 2. Debris removal

In the event of **damage** covered under this section to the *property insured* **we** will pay reasonable costs necessarily incurred by **you** for:

- a) removing and disposing of debris
- b) dismantling or demolishing
- c) shoring up or propping
- d) dumping or destroying
- e) transhipment and recovery charges consequent upon fire or accident to a *vehicle*.

The most **we** will pay is 10% of the sum insured stated in the schedule and this limit will be in addition to the sum insured stated in the schedule.

Excluding:

- i) any expenses incurred in consequence of or to avert or mitigate pollution or contamination or any threat thereof or liability therefore
- ii) the cost of removal of *property insured* from 'roll-on, roll-off' vehicle ferries.

### 3. Personal effects

**We** will pay for **damage** to *personal effects* occurring whilst *in transit* up to £500 in total for any one event whilst in any *vehicle* operated by **you**.

### 4. Segregation

**We** will pay reasonable costs necessarily incurred by **you** if it is necessary for **you** in order to avert or minimise further **damage** to sort or segregate **damaged** from undamaged *property insured* following **damage** covered under this section.

## 5. Waiver of subrogation rights

To the extent that any contract or agreement entered into by **you** requires waiving **your** rights to recover from any other party, **we** will accept such waiver of subrogation rights, mutual hold harmless agreement or similar agreed with **you** and any other party as required by such contract or agreement without prejudice to **your** rights of recovery under this insurance. Where required by **you** **we** will not seek any rights of subrogation against any company being parent or subsidiary to **you** (within the meaning of the Companies Act 2006 or Companies (Northern Ireland) Order 1986), or any company which is a subsidiary of a parent company of which **you** are themselves a subsidiary.

## Special exclusions

This section does not cover:

### 1. Capture, seizure, arrest, restraint or detainment

any claim caused by or arising from capture, seizure, arrest, restraint or detainment of the *property insured* by any authority other than in respect of *war risks*

### 2. Delay

*damage* or expense caused by delay

### 3. Excluded goods

livestock, gold or silver articles, precious metals or stones, jewellery, watches, furs, wines, spirits, tobacco, cigars and cigarettes television sets, DVD players and recorders, digital television decoders, audio equipment, computers, computer games consoles and the like, non-ferrous metals and scrap, coins, money, stamps, stamp collections, bonds or securities, explosives or other dangerous goods

### 4. Excluded vehicles

loss from a soft topped, open topped, open sided or curtain sided *vehicle* or trailer caused by theft or attempted theft unless the *vehicle* or trailer is stolen at the same time, or storm

### 5. Inherent vice

*damage* or expense caused by inherent vice or nature of the *property insured*

### 6. Mechanical, electrical and electronic derangement

for mechanical, electrical and/or electronic breakdown, failure and/or derangement of the *property insured*

### 7. Misconduct

*damage* or expense attributable to **your** reckless or wilful misconduct

### 8. Ordinary loss

ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the *property insured*

### 9. Packing

*damage* caused by or arising from insufficiency or unsuitability of packing, stowage or preparation of the *property insured* unless:

- carried out by a third party and such insufficiency or unsuitability was without **your** knowledge, privity or control.
- it is customary for the *property insured* to be transported unpacked, in which case **you** will not be covered for rust, oxidation, discolouration, corrosion, breakage, scratching, denting, bruising, twisting, bending and/or distortion unless caused by the *specified perils*

### 10. Recorded information

for *recorded information*

- unless caused by *damage* to the storage medium; and
- for more than the:
  - replacement cost of the medium upon and/or within which such *recorded information* was represented or stored; and
  - clerical and/or administrative cost of copying such *recorded information* on to fresh stationery or other storage medium

### 11. Riot, strike or civil commotion occurring outside the territorial limits and other causes

riot, strike or civil commotion occurring outside the *territorial limits*, confiscation, nationalisation requiring destruction or damage by any government or local authority

### 12. Second-hand or used goods

**damage** to second-hand or used goods or machinery loss caused by or consisting of rust, oxidation, scratching, denting, chipping or marring unless the goods have been fully reconditioned

### 13. Storage

any claim for the *property insured* whilst not *in transit*.

## Security provisions applicable solely in respect of vehicles operated by you

The following are conditions precedent to **our** liability and are only operative if stated in the schedule:

1. Whenever a **vehicle** operated by **you** and carrying *property insured* is unattended it will be protected as follows:
  - a) in **working hours** all doors and windows and other means of access will be securely fastened and locked
  - b) in **working hours** all doors and windows and other means of access will be securely fastened and locked and the alarm and immobiliser approved by us will be switched on and made fully operational
  - c) at all times out of **working hours**:
    - i) all doors and windows and other means of access will be securely fastened and locked; and
    - ii) either garaged in a securely locked building of substantial construction or placed in a compound which has secure walls and/or fences and securely locked gates or in a guarded security park
  - d) at all times out of **working hours**:
    - i) all doors and windows and other means of access will be securely fastened and locked; and
    - ii) either garaged in a securely locked building of substantial construction or placed in a guarded security park
  - e) at all times out of **working hours** all doors and windows and other means of access will be securely fastened and locked and the alarm and immobiliser approved by **us** will be switched on and made fully operational
  - f) at all times out of **working hours**:
    - i) all doors and windows and other means of access will be securely fastened and locked and the alarm and immobiliser approved by **us** will be switched on and made fully operational; and
    - ii) either garaged in a securely locked building of substantial construction or placed in a compound which has secure walls and/or fences and securely locked gates or in a guarded security park
  - g) at all times out of **working hours**:
    - i) all doors and windows and other means of access will be securely fastened and locked and the alarm and immobiliser approved by **us** will be switched on and made fully operational; and
    - ii) either garaged in a securely locked building of substantial construction or placed in a guarded security park
- 2
  - a) whenever a **vehicle** operated by **you** is carrying *property insured* it will be kept under constant guard throughout the whole period of transit by a person duly authorised by **you**
  - b) whenever a **vehicle** operated by **you** is carrying *property insured* within the boundary of the M25 it will be kept under constant guard by a person duly authorised by **you**.

## Special provision

### 1. Reasonable care

**You** will exercise due care in the selection and supervision of employees, take all reasonable precautions for the safeguarding and protection of the *property insured* and maintain in good order all vehicles operated and all locking and other protective devices. Any alarm or immobiliser system will be serviced and maintained by a qualified person and no alterations to the system will be made without **our** approval.

# Section I – Specified items ‘all risks’

This section is only operative if stated in the schedule.

## Special definitions

### **Property insured**

The property insured as described in the schedule.

### **Territorial limit**

The territorial limit stated in the schedule.

## Cover

In the event of **damage** to the *property insured* occurring:

- a) during the period of insurance; and
- b) within the *territorial limit*; and
- c) by a cause otherwise not excluded

**we** will settle **your** claim in accordance with the Claims conditions.

The **excesses** applicable to this section are stated in the schedule or endorsements.

## Special exclusions

This section does not cover:

### **1. Brittle articles**

breakage of china, glass, marble, earthenware or scratching or bruising of furniture, household or musical goods unless caused by accident to the vessel or conveyance in which such property is being carried

### **2. Changes in environment or mechanical or electrical breakdown**

**damage** caused by or consisting of:

- a) corrosion, erosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, mould, dryness, marring, scratching, vermin or insects
- b) change in temperature, colour, flavour, texture or finish
- c) mechanical or electrical breakdown or derangement of the particular machine, apparatus or equipment in which the breakdown or derangement occurs

but this will not exclude subsequent **damage** which itself results from a cause not otherwise excluded

### **3. Committed or connived acts of employee dishonesty**

**damage** caused by any act of dishonesty committed or connived by any of **your employees**

### **4. Customs or other authorities**

confiscation, destruction or detention by Customs or other authorities

### **5. Cycles**

- a) **damage** to lamps, tyres or accessories unless the cycle itself is **damaged** at the same time
- b) **damage** whilst being used for racing or pace making

### **6. Depreciation, gradually operating changes and faulty or defective design or workmanship**

**damage** caused by or consisting of:

- a) depreciation, inherent vice, latent defect, gradual deterioration, wear and tear, frost or change in water table level
  - b) faulty or defective design or materials
  - c) faulty or defective workmanship, operational error or omission on the part of **you** or on the part of any **employee**
- but this will not exclude subsequent **damage** which itself results from a cause not otherwise excluded

## 7. Excluded property

**damage** to deeds, bonds, coins, money, securities, stamp collections, plans, patterns, designs, documents of title, contracts or other documents, **business** books or manuscripts or computer records unless described in the specification of *property insured*

## 8. Loss of liquid leakage

loss of any liquid by leakage from the receptacle in which it is contained

## 9. Petrol and/or oil installations

- a) **damage** resulting from flood or atmospheric or climatic conditions other than lightning or hail
- b) loss of use of the installation or loss of petrol, oil or other contents thereof

## 10. Riot, strike or civil commotion

**damage** contributed to, caused by or arising from riot, strike or civil commotion occurring outside Great Britain, the Channel Islands and the Isle of Man

## 11. Tools of trade

**damage** to personal tools while in use.

## Special condition

### 1. Theft from unattended road vehicle

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

- a) all doors and windows and other means of access are securely fastened and locked; and
- b) all valuable items are locked in secure compartments and hidden from view; and
- c) any security devices for protection of the vehicle are put into full and effective operation; and
- d) outside of **your** usual trading hours the vehicle is parked within a secure compound or locked within a secure garage.

## Special provision

### 1. Index linking

If index linking is stated in **your** schedule as applying, **we** will automatically adjust the sums insured for the *property insured* in line with changes in suitable indices of cost. This adjustment will continue after any damage if the repairs or reinstatement are done without delay.

**We** will not charge any extra premium during the period of insurance but at the end of the period **we** will calculate the renewal premium based on the revised sum insured.



# Section J – Employers' liability

This section is only operative if stated in the schedule.

## Special definition

### **Costs and expenses**

- a) Claimants' costs and expenses
- b) costs incurred with **our** written consent in defending any claim for damages which may be covered by this policy.

## Cover

**We** will cover **you** in respect of all sums which **you** may become legally liable to pay as damages in respect of **bodily injury** caused during the period of insurance to any **employee** arising out of and in the course of their employment by **you** in the **business** in relation to claims settled or defended with **our** consent.

In addition to any claim for damages **we** will pay **costs and expenses**.

**Our** liability will not exceed the limit of indemnity stated in the schedule including all **costs and expenses** (other than any limit otherwise stated) and any limit applies to any claim or series of claims arising from any one cause.

**We** will settle **your** claim in accordance with the Claims conditions.

## Additional cover extensions applicable to Section J – Employers' liability

The following extensions will apply provided that:

- a) **we** will not be liable unless **we** have the sole conduct and control of all claims covered by these extensions
- b) these extensions will not apply to any liability which is covered by any other policy
- c) nothing in the following extensions will increase **our** liability to pay an amount in excess of the limit of indemnity provided by this section as stated in the schedule.

### 1. Automatic acquisitions cover

This section extends to apply to any company or companies or partnerships acquired by or created by **you** during the period of insurance.

Provided that:

- a) the business of the additional company is within **your** existing **business**
- b) the total wage roll of the additional company does not exceed 10% of **your** existing wage roll
- c) **you** will submit full details of the additional company to **us** within thirty days of the acquisition or creation
- d) **we** reserve the right to charge an additional premium and/or apply additional terms.

### 2. Court attendance costs

**We** will pay **you** the daily rates stated below if any of the following are required to attend court as a witness at **our** request:

- |   |      |
|---|------|
| a) <b>you</b> , any director or <b>business partner</b> | £750 |
| b) any <b>employee</b>                                  | £250 |

### 3. Criminal defence costs

**We** will also cover **you** or any director, **business partner** or **employee** for legal costs and expenses (including the costs of appeal against conviction) incurred with **our** consent in defence of a criminal charge brought under the following:

- a) the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978
- b) the Corporate Manslaughter and Corporate Homicide Act 2007

and which relates to any event which is or may be the subject of indemnity under this policy which has occurred during the period of insurance in the course of the **business**.

**We** will also pay solicitors fees incurred with **our** consent for representation at any Coroner's inquest or Fatal Inquiry in respect of any death the subject of indemnity under this policy, including legal fees for assistance in preparing a written response as required by Rule 43 of the Coroners (amendment) Rules 2008.

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

Excluding liability:

- i) where **you** or any director, **business partner** or **employee** is insured by another policy
- ii) where the criminal charge is in respect of any deliberate or intentional criminal act of **yours** or of any director, **business partner** or **employee**
- iii) for any appeal costs unless the solicitors engaged consider that there are strong prospects of such appeal succeeding.

### 4. Indemnity to directors and employees

**We** will also cover at **your** request:

- a) any **employee**
- b) any director or **business partner**
- c) any officer or member of **your** canteen, social, sports or welfare organisations.

Provided that:

- i) **you** would have been entitled to indemnity if the claim had been made against **you**; and
- ii) those people keep to the terms and conditions of this policy; and
- iii) **you** request **us** to do so.

### 5. Indemnity to principal

In the event of any claim for which **you** would be entitled to receive indemnity under this section of the policy being brought or made against any **principal** **we** will indemnify the said **principal** against such claim and any costs, charges and expenses for such claim.

### 6. Personal representatives

In the event of **your** death the indemnity provided by this section will apply to any of **your** personal representatives in respect of liability incurred by **you**.

Provided always that such personal representatives will as though they were **you** observe, fulfil and be subject to the terms and conditions of this policy.

### 7. Public relations expenses

Following an event which is or is likely to be the subject of indemnity under this section and which may result in adverse media publicity for **you**, **we** will pay with **our** prior consent costs incurred by **you** in respect of the engagement of a public relations consultant to help mitigate reputational damage.

Provided that:

- a) **you** take reasonable measures to avoid or mitigate adverse publicity
- b) the maximum amount **we** will pay under this extension is £25,000 any one event and in any one period of insurance.

## 8. Unsatisfied court judgements

If any **employee** or their personal representative obtains a judgment from a court within the **territorial limits** for damages for **bodily injury** against any company or individual operating from **premises** within the **territorial limits** and that judgment remains unpaid for more than six months after the date of the award **we** will pay at **your** request the amount of any unpaid damages and awarded costs to the **employee** or their personal representative.

Provided that:

- a) the **bodily injury**:
  - i) is caused during the period of insurance
  - ii) arises out of and in the course of employment in the **business**
- b) there is no appeal outstanding
- c) if a payment is made the **employee** or their personal representative will assign the judgment to **us**.

## 9. Work overseas

The insurance under this section applies to **bodily injury** caused:

- a) within the **territorial limits**
- b) anywhere in the world where **your** directors, **business partners** or **employees** are on temporary visits for work in relation to the **business** provided that they are normally resident in the **territorial limits** and their contract of service or apprenticeship was entered into in the **territorial limits**.

### Special exclusions

This section does not cover:

#### 1. Motor

liability for which compulsory motor insurance or security is required under road traffic legislation.

#### 2. Work offshore

liability for **bodily injury** caused:

- a) on any offshore installation or support or accommodation vessel for any offshore installation
- b) in transit to, from or between any offshore installation or support or accommodation vessel for any offshore installation

### Special provision

#### 1. Limit of indemnity – terrorism

The limit of indemnity in respect of any claim against or by **you** or any series of claims against or by **you** arising directly or indirectly from a single act of **terrorism** will be £5,000,000 inclusive of all **costs and expenses**.

### Special condition

#### 1. Compulsory insurance

**You** must repay **us** any amounts which **we** are required by compulsory insurance legislation to pay out under this section to the extent that **we** would not otherwise have been liable to make such payments on account of a breach of any of the terms or conditions of this section.

# Section K – Public and products liability

This section is only operative if stated in the schedule.

## Special definitions

### **Asbestos**

Asbestos, asbestos fibres or any derivatives of asbestos including any product containing any asbestos fibres or derivatives.

### **Clean up costs**

- a) Testing for or monitoring of **pollution or contamination**
- b) the costs of **remediation** required by any **enforcing authority** to a standard reasonably achievable by the methods available at the time that **remediation** commences.

### **Costs and expenses**

- a) Claimants' costs and expenses which **you** become legally liable to pay
- b) costs incurred with **our** written consent in defending any claim for damages relating to any event which is covered under this section.

### **Enforcing authority**

Any government or statutory authority or body implementing or enforcing environmental protection legislation within the **territorial limits**.

### **Malicious product tampering**

Any actual alleged or threatened intentional malicious and wrongful alteration of the **product** by any person including **employees** that renders the **product** unfit or dangerous for its intended use or to create such impression to the public.

### **Pollution or contamination**

- a) Pollution or contamination of buildings or other structures or of water, land or the atmosphere
- b) **damage** or **bodily injury** caused by pollution or contamination.

### **Products**

Any commodities or goods or anything (including packaging, containers and labels) sold, supplied, hired out, constructed, erected, installed, treated, repaired, serviced, processed, stored, handled, transported or disposed of by **you** or on **your** behalf or any structure constructed, erected or installed or contract work executed by **you** or on **your** behalf for the purpose of the **business**.

### **Product recall costs and expenses**

Reasonable and necessary costs incurred by **you** to withdraw or destroy such affected **products** including but not limited to:

- a) notification to known owners of the **product** or public notification to unknown owners of the **product**
- b) transportation including packaging of the **product** from the owner to **you** or the nearest suitable place (including but not restricted to the dealer, wholesaler, retailer or other workshops) where the defects in the **product** can be repaired or the **product** can be replaced
- c) return of the repaired or replaced **product** including packaging to the owner
- d) travel expenses incurred by **employees** or a duly instructed third party should it be proved expedient on cost grounds to repair the defect or replace the **product** on the premises of the **business** or owner instead or recovering or recalling the **product** to the nearest place. For this purpose travel expenses means the expenses of transportation, accommodation and board and the temporary hiring of additional personnel in direct relation with the recall
- e) overtime paid to **your employees** for work devoted exclusively to the recall of the **products**

- f) expense of renting or hiring additional warehouse or storage space for the recall of the **product** for a maximum period of three months
- g) the destruction of the **product** instead of its recovery or recall to the nearest suitable place where necessary because of the legal requirements or where ordered by authorised regulatory body or other competent authority or where expedient on cost grounds
- h) the examination of those **products** (including the cost of transportation to the nearest suitable place) that it can be proven belong to a batch affected by defects

Provided that:

- i) such checking is found to be expedient on cost grounds; and
- ii) that the costs incurred as a result thereof do not exceed the value of the goods

The checking can be done by **you** or an appointed third party. Where checking is done by **you** this extension will cover **your** own costs.

- i) legal costs and expenses incurred relating to the affected **products**

Provided that:

- i) **we** must agree in writing to the appointment of any solicitor or counsel who are to act on **your** behalf; and
- ii) all the terms and conditions of this policy will apply except where they have been varied by the terms of this extension.

### **Remediation**

Correcting or fixing the effects of **pollution or contamination** including primary, complementary and compensatory actions as specified in the Environmental Damage (Prevention and Remediation) Regulations 2009.

### **Territorial limits**

#### **Sub-section K1 – Public liability**

- i) Anywhere within the **territorial limits**; and
- ii) manual and non-manual work carried out during temporary visits anywhere in the world (other than the United States of America or Canada); and
- iii) non-manual work carried out during temporary visits to the United States of America or Canada.

#### **Sub-section K2 – Products liability**

Anywhere in the world in respect of **products** supplied in or from Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

### **Sub-section K1 – Public liability**

#### **Cover**

**We** will cover **you** for all sums which **you** may become legally liable to pay as damages in respect of:

- a) accidental **bodily injury** to any person other than an **employee**
- b) accidental **damage** to property
- c) accidental obstruction, accidental trespass, accidental nuisance, accidental interference with pedestrian, road, rail, air or waterborne traffic
- d) unlawful detention, imprisonment or arrest

occurring during the period of insurance within the **territorial limits** in connection with the **business**, or **your** ownership of the **buildings**. In addition to the limit of indemnity **we** will pay **costs and expenses**.

**We** will settle **your** claim in accordance with the Claims conditions.

## Exclusions applicable to Sub-section K1

Sub-section I1 does not cover:

### 1. Motor

liability arising from the ownership or possession or use by **you** or on **your** behalf of any mechanically propelled motor vehicle or mobile plant:

- a) which is licensed for road use
- b) for which compulsory motor insurance or security is required
- c) which is more specifically insured

provided that this exclusion will not apply in respect of:

- i) liability not more specifically insured under any other policy arising during the act of loading or unloading mechanically propelled vehicles or mobile plant or the bringing to or the taking away of a load from such vehicle or such plant
- ii) the use of any mechanically propelled vehicle or mobile plant solely as a tool of trade unless more specifically insured or unless compulsory motor insurance or security is required
- iii) the unauthorised movement on **your** premises or contract site of any mechanically propelled vehicle or mobile plant unless more specifically insured or unless compulsory motor insurance or security is required

### 2. Products no longer in your control or custody

liability arising from **products** after they have ceased to be in **your** custody or control other than food or beverages for consumption on **your** premises or at any other premises where **you** are carrying on the **business**

### 3. Property being worked on

**damage** to the part of any property upon which **you** or any servant or agent of **yours** is or has been working where the **damage** is the direct result of that work

### 4. Property damage excess

in respect of damages payable for **damage** to property the **excess**. One **excess** will apply in respect of any one occurrence or all occurrences of a series arising from one original cause. The **excess** will not be deducted from payments **we** make to claimants and **you** will be responsible for repaying **us** the **excess** in respect of any such payments

### 5. Property in your custody or control

**damage** to property belonging to **you** or borrowed, rented, leased or hired for use by **you** or otherwise in **your** custody or control but this exclusion will not apply to:

- a) the personal effects (including vehicles and their contents) of directors, **employees** and visitors
- b) buildings or their contents temporarily occupied by **you** for the purpose of carrying out work therein or thereon
- c) premises (or fixtures and fittings therein) hired, rented, leased or lent to **you** other than **damage** if liability is assumed by **you** under a tenancy or other agreement and would not have attached in the absence of such agreement.

### 6. Vessels and craft

liability arising from the ownership or possession or use by **you** or on **your** behalf of craft designed to travel through air or space, hovercraft or watercraft other than waterborne vessels used on inland waterways.

## Sub-section K2 – Products liability

This sub-section is only operative if stated in the schedule.

### Cover

We will cover **you** for all sums which **you** may become legally liable to pay as damages in respect of:

- a) accidental **bodily injury** to any person other than an **employee** where such **bodily injury** arises out of and in the course of the employment
- b) accidental **damage** to material property

occurring during the period of insurance within the **territorial limits** in connection with the **business** caused by **products**. In addition to the limit of indemnity we will pay **costs and expenses**.

We will settle **your** claim in accordance with the Claims conditions.

### Additional cover extension applicable to Sub-section K2 – Products liability

#### 1. Products recall

We will pay **you** in respect of **product recall costs and expenses** incurred with **our** prior written consent for **products** sold or supplied during this period of insurance whose ownership has passed to third parties where the recall is:

- a) necessary in order to avoid:
  - i) accidental **bodily injury** to any person other than an **employee** where such **bodily injury** arises out of and in the course of the employment
  - ii) accidental **damage** to material property
- b) ordered by an authorised regulatory body or other competent authority
- c) as a result of **malicious product tampering**

and notified to **us** during or within 30 days of the expiry of this period of insurance.

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

**You** will pay the first £2,500 of each and every claim.

### Exclusions applicable to Sub-section K2

Sub-section K2 does not cover:

#### 1. Aircraft products

liability arising from **products** which at the time of the contract of sale or supply are knowingly sold or supplied for use in craft designed to travel through air or space

#### 2. Exports to the USA or Canada

liability arising from **products** which at the time of the contract of sale or supply are knowingly exported to the United States of America or Canada

#### 3. Product

replacing, reinstating, rectifying or guaranteeing the performance of any **products**

#### 4. Product recall

- a) fines or penalties of any kind
- b) where **you** have assumed liability in contract or agreement other than where **you** would have been liable in the absence of the contract or agreement
- c) recall due to the failure to observe a legal requirement
- d) recall due to prototypes or test **products**
- e) costs associated with the expense to design, re-design, engineer, re-engineer, re-calibrate or re-tool any **product**
- f) any matter that **you**, any **employee** or director had actual or constructive knowledge of prior to the inception date of this cover
- g) **products** supplied prior to the inception of this policy
- h) **products** exported to the United States or America or Canada.



## Additional cover extensions applicable to the whole of Section K

The following extensions will apply provided that:

- a) **we** will not be liable unless **we** have the sole conduct and control of all claims covered by these extensions
- b) these extensions will not apply to any liability which is covered by any other policy
- c) nothing in the following extensions will increase **our** liability to pay an amount in excess of the limit of indemnity provided by this section as stated in the schedule.

### 1. Automatic acquisitions cover

This section extends to any company or companies or partnerships acquired by or created by **you** during the period of insurance.

Provided that:

- a) the business of the new company is within **your** existing **business**
- b) the total wage roll of the new company does not exceed 10% of **your** existing wage roll
- c) **you** will submit full details of the new company to **us** within thirty days of the acquisition or creation
- d) **we** reserve the right to charge an additional premium and/or apply additional terms.

### 2. Contingent motor liability (non-owned vehicles)

**We** will also cover **your** legal liability for accidental **bodily injury** to any person and/or accidental **damage** to property arising out of the use of any motor vehicle which is not the property of nor provided by **you** and being used for the purpose of the **business**.

Excluding:

- a) **damage** to vehicles or to goods carried in or on them
- b) accidental **bodily injury** to any person or accidental **damage** to property occurring while a vehicle is being driven by **you** or by any person who to **your** knowledge does not hold a licence to drive that vehicle unless that person has held and is not disqualified from holding or obtaining that licence
- c) liability arising outside the **territorial limits**.

### 3. Court attendance costs

**We** will pay **you** the daily rates stated below if any of the following are required to attend court as a witness at **our** request:

- a) **you**, any director or **business partner**      £750
- b) any **employee**      £250

### 4. Criminal defence costs

**We** will also cover **you** or any director, **business partner** or **employee** for legal costs and expenses (including the costs of appeal against conviction) incurred with **our** consent in defence of a criminal charge brought under the following:

- a) the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978
- b) the Corporate Manslaughter and Corporate Homicide Act 2007
- c) Part II of the Consumer Protection Act 1987
- d) the Food Safety Act 1990

and which relates to any event which is or may be the subject of indemnity under this policy which has occurred during the period of insurance in the course of the **business**.

**We** will also pay solicitors fees incurred with **our** consent for representation at any Coroner's inquest or Fatal Inquiry in respect of any death the subject of indemnity under this policy, including legal fees for assistance in preparing a written response as required by Rule 43 of the Coroners (amendment) Rules 2008.

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

Excluding liability:

- i) where **you** or any director, **business partner** or **employee** is insured by another policy
- ii) where the criminal charge is in respect of any deliberate or intentional criminal act of **yours** or of any director, **business partner** or **employee**
- iii) for any appeal costs unless the solicitors engaged consider that there are strong prospects of such appeal succeeding.

## 5. Data protection

**We** will pay **you** for legal costs and expenses incurred with **our** prior consent and all sums **you** are required to pay to an individual arising from proceedings brought against **you** under:

- a) Section 13 of the Data Protection Act 1998
- b) Sections 168 and 169 of the Data Protection Act 2018
- c) Article 82 of the General Data Protection Regulation (EU 2016/679).

**Our** liability under this extension will not exceed £1,000,000 in any one period of insurance.

Excluding liability for:

- a) fines, penalties, liquidated, punitive or exemplary damages
- b) the costs of notifying any person regarding loss of personal data
- c) the costs of replacing, reinstating, rectifying or erasing any personal data
- d) any deliberate or intentional criminal act or omission giving rise to any claim under this extension committed by **you**.

## 6. Defective Premises Act 1972

**We** will also cover **you** in respect of **your** legal liability under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with premises which have been disposed of by **you**.

Excluding:

- a) the cost of correcting or fixing any defect or alleged defect in the premises
- b) liability more specifically insured under any other insurance
- c) liability arising out of **asbestos**.

## 7. Environmental clean up costs

**We** will also cover **you** in respect of all sums including statutory debts that **you** are legally responsible to pay in respect of **clean up costs** arising from environmental damage caused by **pollution or contamination** where liability arises under an environmental directive, statute or statutory instrument.

Provided that:

- a) liability arises from **pollution or contamination** caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the period of insurance; and
- b) all **pollution or contamination** which arises out of one incident will be deemed to have occurred at the same time that incident took place; and
- c) **our** liability under this extension will not exceed £1,000,000 for any one incident and in any one period of insurance and will be the maximum **we** will pay inclusive of all **costs and expenses**; and
- d) immediate loss prevention or salvage action is taken and the appropriate authorities are notified.

Excluding:

- i) **clean up costs** for **damage** to **your** land, premises, watercourse or body of water whether owned, leased, hired, tenanted or otherwise in **your** care, custody or control
- ii) **damage** connected with previously contaminated property
- iii) **damage** caused by a succession of several events where the individual event would not warrant immediate action
- iv) the removal of any risk of an adverse effect on human health on **your** land, **premises**, watercourse or body of water whether owned, leased, hired, tenanted or otherwise in **your** care, custody or control
- v) costs in achieving an improvement or alteration in the condition of the land, atmosphere or any watercourse or body of water beyond that required under any relevant and applicable law or statutory enactment at the time **remediation** commences
- vi) costs for prevention of imminent threat of environmental damage where the costs are incurred without there being **pollution or contamination** caused by a sudden, identifiable, unintended and unexpected incident
- vii) **damage** resulting from an alteration to subterranean stores of groundwater or to flow patterns
- viii) costs for the reinstatement or reintroduction of flora or fauna
- ix) **damage** caused deliberately or intentionally by **you** or where **you** have knowingly deviated from environmental protection rulings or where **you** have knowingly omitted to inspect, maintain or perform necessary repairs to plant or machinery for which **you** are responsible
- x) fines or penalties of any kind
- xi) **damage** caused by the ownership or operation on behalf of **you** of any mining operations or storage, treatment or disposal of waste or waste products other than caused by composting, purification or pre-treatment of waste water
- xii) **damage** which is covered by a more specific insurance policy
- xiii) **damage** caused by persons aware of the defectiveness or harmfulness of **products** they have placed on the market or works or other services they have performed
- xiv) **damage** caused by disease in animals belonging to or kept or sold by **you**.

## 8. Indemnity to directors and employees

In the event of any claim which **you** would be entitled to receive cover for under this section being brought or made against:

- a) any **employee**
- b) any director or **business partner**
- c) any **employee** acting as a member of **your** first aid or medical arrangements but excluding medical practitioners in respect of liability for damages and legal costs resulting from treatment given
- d) any officer or member of **your** canteen, social, sports or welfare organisations

**we** will cover that person at **your** request against that claim and/or any costs, charges and expenses in respect of it.

Provided that:

- i) that person is not entitled to indemnity under any other insurance; and
- ii) that person will keep to and be subject to the terms and conditions of this policy as though they were **you**.

## 9. Indemnity to principal

In the event of any claim for which **you** would be entitled to receive indemnity under this section of the policy being brought or made against any **principal** **we** will indemnify the said **principal** against such claim and any costs, charges and expenses for such claim.

## 10. Joint liabilities

Where this policy is issued in the joint names of more than one party **we** will cover each party as though a separate policy had been issued to each of them.

Provided that the total amount **we** will pay to all such parties will not exceed the amount payable if they comprised only one party and in any event will not exceed the limit of indemnity stated in the schedule.

## 11. Legionella

Special exclusion 8 applicable to the whole of Section K will not apply to any discharge, release or escape of Legionella or other airborne pathogens from water tanks, water systems, air-conditioning plants, cooling towers and the like.

All ***pollution or contamination*** which arises out of or as a consequence of any discharge, release or escape of Legionella or other airborne pathogens from water tanks, water systems, air-conditioning plants, cooling towers and the like will be deemed to have occurred on the date that **you** first become aware of circumstances which have given or may give rise to such ***pollution or contamination***.

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

### Special provision

For the purpose of this extension '***pollution or contamination***' means:

- a) all ***pollution or contamination*** of buildings or other structures or of water or land or the atmosphere, and
- b) all loss or damage or **personal injury** directly or indirectly caused by such ***pollution or contamination***.

**You** will give **us** notice in writing immediately on becoming aware of circumstances which have given or may give rise to a claim under this extension.

Excluding any claim arising from ***pollution or contamination*** which arises out of or as a consequence of any discharge release or escape of Legionella or other airborne pathogens from water tanks, water systems, air-conditioning plants, cooling towers and the like if before the current period of insurance **you** had become aware of circumstances which have given or may give rise to such ***pollution or contamination***.

## 12. Libel and slander

The cover provided by Sub-section K1 of this section extends to indemnify **you** in respect of the legal liability to pay compensation and claimants costs and expenses in respect of claims made against **you** during the period of insurance arising from any act of libel or slander committed or uttered in good faith by **you** during the period of insurance in the course of the **business**.

Provided that:

- a) the indemnity granted by this extension will apply solely to **your** in-house and trade publications
- b) **our** liability under this extension will not exceed £250,000 in any one period of insurance.

### 13. Personal liability

At **your** request cover will apply in respect of the personal liability of any:

- a) director, **business partner** or **employee**
- b) the family of that director, **business partner** or **employee** while accompanying that person during temporary visits anywhere in the world for the purpose of the **business**.

Provided that:

- i) this will not apply to liability more specifically insured under any other insurance
- ii) the persons listed above comply with the terms and conditions of this policy.

Excluding any liability:

- 1) arising from any contract or agreement which imposes a liability that **you** would not otherwise have been under
- 2) arising from the ownership or occupation of land or buildings
- 3) arising from the carrying out of any trade or profession
- 4) arising from the ownership, possession or use of:
  - A) firearms excluding sporting guns
  - B) mechanically propelled vehicles
  - C) craft designed to travel through air or space
  - D) hovercraft and watercraft
  - E) animals of dangerous species as stipulated by the Animals Act 1971
- 5) arising from **damage** to property owned by or held in trust by:
  - A) **you**
  - B) any director, **business partner** or **employee**
  - C) the family of any director or **employee** while accompanying these people during temporary visits anywhere in the world for the purpose of the **business**
- 6) for accidental **bodily injury** sustained by:
  - A) **you**
  - B) any director, **business partner** or **employee**
  - C) the family of any director, **business partner** or **employee** while accompanying those people during temporary visits anywhere in the world in the **business**.

### 14. Personal representatives

In the event of **your** death the indemnity provided by this section will apply to any of **your** personal representatives in respect of liability incurred by **you**.

Provided that such personal representatives will as though they were **you** observe, fulfil and be subject to the terms and conditions of this policy.

### 15. Public relations expenses

Following an event which is or is likely to be the subject of indemnity under this section and which may result in adverse media publicity for **you**, **we** will pay, with **our** prior consent, costs incurred by **you** in respect of the engagement of a public relations consultant to help mitigate reputational damage.

Provided that:

- a) **you** take reasonable measures to avoid or mitigate adverse publicity
- b) the maximum amount **we** will pay under this extension is £25,000 any one event and in any one period of insurance.

## 16. Vendors' liability

This section is extended to indemnify any vendor to whom certificates of vendors' liability insurance are issued, to the extent that their liability results solely from the sale or distribution of **your products**

Excluding **bodily injury** or property damage arising out of:

- a) any deliberate physical or chemical alteration to **your products** made by the vendor
- b) any express warranty not authorised by **you**
- c) demonstration, installation servicing or repair operations carried out by the vendor except such operations performed at the vendors' premises in connection with the sale of **your products**
- d) liability expressly assumed under contract by the vendor which would not have applied in the absence of such a contract
- e) repackaging unless unpacked solely for the purpose of inspection, demonstration, testing or the substitution of parts under instructions from **you** then repackaged in the original container
- f) any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make, or normally undertakes to make, in the usual course of business in connection with the distribution or sale of the **your products**
- g) distribution or sales of **your products** which have been labelled or re-labelled or used as a container, part or ingredient of any other thing by or for the vendor.

## Special exclusions applicable to the whole of Section K

This section does not cover:

### 1. Asbestos

liability, loss, cost or expense caused by, contributed to by or arising out of any **asbestos**

### 2. Contractual liability

legal liability assumed under contract or agreement unless:

- a) the liability would have existed in the absence of such contract or agreement; and
- b) **we** will retain the control of any claim

### 3. Cyber

any liability of whatsoever nature directly or indirectly caused by, in connection with or contributed to by or arising from **your** use of or reliance upon or sale or supply of any computer hardware or related information technology or communication system, any computer software, internet, intranet, website or similar facility, system or network and/or any electronic data or related information.

Provided that this exclusion will not apply to **your** legal liability in respect of accidental **bodily injury**

### 4. Exposure to ultraviolet radiation

any liability arising out of or in connection with exposure to ultraviolet radiation being the ultraviolet region wavelength 10 nanometres to 400 nanometres on the electromagnetic spectrum

### 5. Foreign operations

any associated or subsidiary company of **yours** or branch office or representative of **yours** with power of attorney domiciled outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man

### 6. Hazardous works

- a) any work of demolition except demolition carried out by **employees**:
  - i) of buildings or part of a building when such work forms part of a contract for reconstruction, alteration or repair by **you**
  - ii) of other structures not exceeding four metres in height and not forming part of any building.
- b) the construction, alteration or repair of towers, steeples, chimney shafts, blast furnaces, viaducts, bridges, docks or tunnels
- c) any work carried out on railways
- d) pile driving, quarrying or the use of explosives
- e) silica removal

## 7. Liquidated or punitive damages or fines

any amount in respect of:

- a) liquidated damages, fines or penalties which attach solely because of a contract or agreement
- b) exemplary or punitive damages

## 8. Pollution or contamination

liability in respect of ***pollution or contamination*** other than caused by a sudden identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the period of insurance.

All ***pollution or contamination*** which arises out of one incident will be deemed to have occurred at the time that incident took place

## 9. Professional advice

liability arising out of professional advice given by you for a fee or in circumstances where a fee would normally be charged

## 10. Treatment

any liability arising out of treatment or the dispensing of medicines or drugs.

## Special provisions applicable to the whole of Section K

### 1. Discharge of liability

We may at any time pay any limit of indemnity after deduction of any sum or sums already paid or any lower amount for which any claim or claims can be settled and then relinquish the conduct and control and be under no further liability in respect of the claim except for the payment of ***costs and expenses*** incurred with **our** written consent prior to the date of such payment.

### 2. Limit of indemnity

The limit of indemnity stated in the schedule is **our** monetary limit (other than any limit otherwise stated) and applies to any claim or series of claims arising from any one cause except for claims caused by:

- a) ***products***
- b) ***pollution or contamination***

where in respect of each the limit of indemnity stated applies in the aggregate in any one period of insurance.

### 3. Limit of indemnity – terrorism

The limit of indemnity in respect of any claim against or by **you** or any series of claims against or by **you** arising directly or indirectly from a single act of **terrorism** will be £5,000,000 or the limit of indemnity stated in the schedule whichever is the lesser inclusive of all ***costs and expenses***.

## Special conditions applicable to the whole of Section K

### 1. Underground services condition

It is a condition precedent to **our** liability that **you** will:

- a) prior to the commencement of any excavation, digging or earth moving work take all reasonable measures to identify the location of underground pipes, mains, cables and other services with their owner or the relevant authority responsible and retain a written record of such measures
- b) ensure the adoption of a method of work which minimises the risk of **damage** to pipes, cables, mains and other services.



## 2. Use of heat condition

It is a condition precedent to **our** liability that the following precautions are complied with on each occasion of the use of or application of heat taking place elsewhere than at **your** own **premises**:

- a) Application of heat by means of electric oxyacetylene or other welding or cutting equipment or angle grinders, blow lamps, blow torches, hot air guns or hot air strippers:
  - i) the area in the immediate vicinity of the work (including in the case of work carried out on one side of a wall or partition, the opposite side of the wall or partition) must be cleared of all loose combustible material
  - ii) other combustible material including floors in the area in which the equipment is to be used must be covered by sand or over-lapping sheets or screens of non-combustible material
  - iii) at least two adequate and appropriate portable fire extinguishers, in proper working order, must be kept in the immediate area of the work being undertaken and used immediately smoke or smouldering flames are detected
  - iv) a fire safety check of the working area must be made approximately 60 minutes after the completion of each period of work and immediate steps taken to extinguish any smouldering or flames discovered
  - v) blow lamps and blow torches must be filled in the open and must not be lit until immediately before use
  - vi) lighted blow lamps, blow torches or hot air guns are continuously attended and extinguished immediately after use
  - vii) a person must be appointed by **you** to act as an observer to watch for signs of smoke or smouldering or flames.

Sub-paragraph iii) does not apply to the application of heat by means of blow lamps, blow torches, hot air guns or hot air strippers.
- b) The use of asphalt, bitumen, tar, pitch or lead heaters:
  - i) must be carried out in the open in a vessel designed for the purpose and be continuously attended
  - ii) if carried out on a roof, the vessel must be placed on a non-combustible heat insulating base.

# Section L – Employee dishonesty

This section is only operative if stated in the schedule.

## Special definitions

### **Act of fraud or dishonesty**

Any single, continuous or repeated act of fraud or dishonesty.

### **Benefits**

Any type of compensation or the equivalent value thereof other than salary and wages including but not limited to:

- a) perquisites, fringe benefits, bonus payments
- b) incentive or deferred compensation
- c) the value of any actual, beneficial or contingent rights to benefits, incentives or other compensation whose value is imputed or derived in any way from the value of **your securities** including but not limited to, share options, share grants, restricted shares or share warrants
- d) medical or insurance benefits and payments due to any person in connection with an employee benefit plan or **pension scheme**.

### **Change of control**

Where any person, entity or group:

- a) acquires more than 50% of **your** share capital
  - b) acquires the majority of the voting rights in **you**
  - c) assumes the right to appoint or remove the majority of **your** board of directors or equivalent positions
  - d) assumes control pursuant to written agreement with other shareholders over the majority of the voting rights in **you**
  - e) merges with **you** such that **you** are not the surviving entity
  - f) is appointed to **you** as a trustee in bankruptcy, receiver, liquidator or administrator or similar official or person
- or

The winding up of the **pension scheme** that will be deemed to have occurred on the date of the final asset distribution made from a **pension scheme** which has terminated.

### **Director or officer**

Any natural person who is:

- a) a past, present or future director, officer, management committee member, member of the board of managers, supervisory board member, management board member or governor of **you** elected or appointed according to law
- b) a past, present or future de facto director or officer or any natural person who is deemed a shadow director as defined in section 251 of the Companies Act 2006 of **you**
- c) employed by **you** to whom the Financial Conduct Authority has given its approval to perform one or more of controlled functions 1-30 for a company pursuant to Section 59 of the Financial Services and Markets Act of 2000.

### **Discovery or Discovered**

The moment at which **you** or any partner, **director or officer**, departmental head or other senior manager or the equivalent thereof becomes aware of any fact or facts that give reasonable grounds to believe that loss as insured by this section has been or may be incurred even though the exact amount or details of the loss may not then be known.

### **Employee**

Any natural person who is:

- a) under a contract of service or apprenticeship with **you**
  - b) under a work experience or similar scheme
  - c) a labour master or labour only subcontractor or person supplied by any of them
  - d) hired or borrowed by **you** from another employer
- and working under **your** direct control or supervision in connection with **your business**.

Provided that for the purposes of this section the following are excluded:

- i) any partner in **you**
- ii) any **employee** who at the time of committing any **act of fraud or dishonesty** controls more than five per cent of the issued share capital of **you**
- iii) any broker, factor commission merchant, consignee, contractor or other agent or representative of the same general character.

#### **Financial institution**

Any bank including any merchant or investment bank, finance company, hedge fund, insurance or reinsurance company, mortgage bank, savings and loan association, building society, credit union, stockbroker, investment trust, asset management company, fund manager or any entity established principally for the purpose of carrying out commodities, futures or foreign exchange trading or any other similar entity.

#### **Forgery**

The signing by hand of another natural person's name, or the endorsing or amending by hand without authority of any cheque, draft, promissory note or bill of exchange given or received by **you** with the intent to deceive in consequence of which **you** have acted or transferred funds or goods.

#### **Insured**

- a) An **insured person**
- b) an **insured company**.

#### **Insured company**

- a) **You**
- b) any past, present or future **subsidiary company**.

#### **Insured person**

Any natural person who is:

- a) a **director or officer**
- b) a **trustee**
- c) an **employee** who is **your** risk manager or equivalent position
- d) an **employee** while acting in a managerial or supervisory capacity for **you**.

Provided that **insured person** will not include any consultant, external auditor, or liquidator, administrator or receiver of **you**.

#### **Investigation**

An official examination, enquiry, investigation or other proceeding into **your** affairs ordered or commissioned by an **official body**.

#### **Limit of indemnity**

**Our** maximum liability in the aggregate payable under this section of the policy. The limit of indemnity applies over and above any **excess**.

#### **Loss**

Direct financial loss of any **property**, money or **securities** sustained by **you** as a direct result of any **act of fraud or dishonesty**.

#### **Official body**

Any regulator, government body, government agency or official trade body or the enforcement arm of such body that is empowered by statute or statutory regulation to investigate the affairs of **you**, an **outside entity** or an **insured person**.

#### **Pension scheme**

**Your** sponsored scheme, plan or arrangement.

#### **Property**

**Your** tangible property other than money or **securities**.

### **Securities**

Any bond, debenture, note, share, stock or other equity or security for debt, and will include any certificate of interest or participation in, receipt for, warrant or other right to subscribe to or to purchase, voting trust certificate relating to, or other interest in any of the foregoing items representing money or property.

### **Sponsoring company**

**You** and including any **employee** of the sponsoring company acting with the authorisation of the **trustees** to perform duties directly related to the **pension scheme**.

### **Subsidiary company**

Any entity in which **you** directly or indirectly:

- a) hold more than 50% of the voting rights
- b) appoint a majority of the board of directors
- c) have the right to appoint a majority of the board of directors subject to a written agreement with other shareholders.

### **Third party**

Any natural person other than an **employee** or **director or officer**.

### **Trustee**

Any:

- a) past, present or future **director or officer** or **employee** of the **sponsoring company** duly appointed as a trustee of the **pension scheme** in accordance with the provisions of the **pension scheme** or by Court Order
- b) **subsidiary company** incorporated for the sole purpose of administering a **pension scheme** or acting as a trustee of a **pension scheme**.

### **You, your, yours, yourselves**

The legal entity designated in the schedule as the insured including its predecessors.

### **Cover**

**We** will pay **you** for **loss** for which **you** are responsible at law committed by an **employee** acting alone or in collusion with others which is first **discovered** during the period of insurance.

The most **we** will pay is the limit of indemnity stated in the schedule.

The **excess** applicable to this section is stated in the schedule.

### **Additional cover extensions applicable to Section L – Employee dishonesty**

#### **1. Bilateral extended reporting period**

In the event that either **we** do not renew or **you** do not renew or replace this section **you** have the right to extend the period of insurance:

- a) automatically for 90 days at no additional premium
- b) for 12 months subject to payment of an additional premium of 50% of the last annual premium for employee dishonesty only in respect of any **act of fraud or dishonesty** committed prior to the effective date of such non-renewal.

Provided that:

- i) **you** must give **us** written notice of **your** intention to purchase the extended reporting period within 30 days of the effective date of non-renewal of this section and pay the relevant premium promptly after electing this extension
- ii) in the event of **change of control** the extended reporting period will not be available.

#### **2. Computer fraud**

**We** will pay **you** for the theft of **your** money, **securities** or goods due to any fraudulent or dishonest misuse or manipulation by a **third party** of the computer systems and programs operated by **you**.

### 3. Employee benefit plans

We will pay the *trustees* of any *pension scheme* or other employee benefits scheme set up by *you* to provide benefit to *your employees* in respect of *loss* as insured in this section.

Provided that payment under this extension will form part of and not be in addition to the *limit of indemnity* stated in the schedule.

### 4. Forgery

We will pay *you* for loss of money or *securities* resulting from *forgery*.

### 5. Funds transfer fraud

We will pay *you* for the theft of any of *your* funds from an account maintained by *you* at a *financial institution* following fraudulent electronic, telegraphic, cable, teletype, telephone or written instructions to debit such account and to transfer, pay or deliver funds from such account and which instructions purport to have come from *you* but which are fraudulently transmitted or issued, are a *forgery* or fraudulently altered by another.

### 6. Investigation costs

We will pay *you* in respect of reasonable fees and costs other than remuneration payable to any *employee*, partner, *director or officer* of any *insured company*, cost of their time or costs or overhead of any *insured company* necessarily incurred by *you* with *our* written consent to establish the amount of direct *loss* in connection with a claim covered under this section.

Provided that payment under this extension will form part of and not be in addition to the *limit of indemnity* stated in the schedule.

### 7. Money orders

We will pay *you* for *your* direct financial loss arising from *your* acceptance in good faith in exchange for money, goods or services of any post office or express money order issued or purporting to have been issued by any post office or express office if such money order is not paid on presentation.

### 8. New entities

If *you*:

- a) consolidate or merge with
- b) acquire majority voting rights, control of
- c) acquire the assets of

another entity cover is immediately provided to such entity where such entity:

- i) has gross annual turnover which is less than 10% of *your* gross annual turnover and has less than 10% of *your* total *employees*
- ii) does not undertake any activities which vary materially from *your* activities as advised to *us*
- iii) complies with the controls and procedures adopted by *you* as advised to *us*
- iv) has not in the preceding three years suffered *loss* of a type covered by this section whether insured or not which was greater than 25% of the amount of the *excess* stated in the schedule.

Provided that:

- 1) *you* will give notice to *us* of all entities added to the insurance under this section by virtue of this extension within 30 days of the date of such addition. Failure to give such notice will be an election by *you* for that entity not to be included under this section
- 2) *you* will provide *us* with all information concerning the addition that *we* may require and will pay any additional premium required by *us*. Failure to pay such additional premium within 30 days of request by *us* will be an election by *you* for that entity not to be included under this section
- 3) the insurance provided under this extension will only apply to *losses* occurring after the date of any addition to this section.

## 9. Paper currency

We will pay **you** for **your** direct financial loss arising from **your** acceptance in good faith in the regular course of business of counterfeit paper currency.

## 10. Reconstitution costs

We will pay **you** for the reasonable costs incurred in rewriting or amending the software programs or systems where such rewriting or amendment is necessary to correct the programs or amend the security codes following the fraudulent use of the computer hardware or software programs or systems operated by **you** and which was the subject of a claim under this section.

Our liability under this extension will not exceed £25,000 in the aggregate during the period of insurance and this limit will form part of and not be in addition to the **limit of indemnity** stated in the schedule.

## Special exclusions

This section does not cover:

### 1. Damages and fines

damages, fines, penalties or taxes of any description

### 2. Defence costs

the costs of defending any legal proceedings brought against **you** or the fees, costs or expenses incurred or paid by **you** in prosecuting or defending any legal proceedings whether or not such legal proceedings result or would result in a **loss** to **you** under this section except as may be stated specifically elsewhere in this section

### 3. Extortion kidnap and ransom

**loss** arising out of or in connection with kidnap or ransom or any threat thereof or extortion other than extortion by an **employee**

### 4. Fees, costs or expenses

any fees, costs or expenses incurred by **you** in establishing the existence of or the amount of **loss** covered under this section except as provided for by the Additional cover extension – 6. Investigation costs

### 5. Fraudulent employee

**loss** caused by any **employee** whom **you** were aware had previously committed a criminal act before or after the date of commencement of employment with **you**

### 6. Indirect loss

**loss** of any kind not directly associated with the incident that caused **you** to claim unless expressly stated to be insured

### 7. Inter insured

**loss** sustained by one part of **you** to the benefit of any other part of **you**

### 8. Proprietary information and trade secrets

**loss** of intangible property howsoever caused including but not limited to intellectual rights, trade secrets, proprietary information, patents, trademarks, copyrights, computer programs, confidential processing methods or other confidential information of any kind.

## Special conditions

### 1. Cancellation on discovery

The insurance under this section in respect of any **employee** will be deemed to be cancelled immediately upon **discovery** by **you** or any partner, **director or officer**, departmental head, senior manager or the equivalent thereof not in collusion with such **employee** of any **act of fraud or dishonesty** committed by that **employee** and any further **acts of fraud or dishonesty** committed by that **employee** are not insured.

### 2. Dealing and trading

In respect of any **act of fraud or dishonesty** committed by any **employee** who is engaged in trading or dealing in stocks, shares, equities, bonds, **securities**, valuable papers, commodities, foreign exchange, derivatives, loans, transactions in the nature of a loan or other extension of credit and the like **you** will prove conclusively that such **acts of fraud or dishonesty** were committed by the **employee** with the clear intention of causing **you** to suffer such **loss** and to obtain and resulting in improper financial gain for that **employee** or any other person or entity intended by the **employee** to receive such gain. Salaries, commissions, fees, bonuses, promotions, awards, profit sharing, pensions and other **benefits** will not constitute improper financial gain.

### 3. Joint insured

- a) If **you** comprises more than one party the person, company or entity set out as **you** in the schedule will act for itself and be deemed to act as the sole agent for **you**. All parties comprising **you** are deemed to have consented and agreed that rights of action under this policy are not assignable except with **our** prior written consent
- b) **you** have the sole right to file notice or proof of **loss**, adjust, receive or enforce payment of any **loss**
- c) payment of any **loss** will fully release **us** on account of such **loss**. If **we** agree to make payment to an entity other than **you** such payment will be deemed to have been made to **you**
- d) **you** have the sole right to bring legal proceedings arising under or in connection with this section.

### 4. Knowledge

Knowledge possessed or **discovery** made by any **insured** forming part of **you** or by any partner, **director or officer**, departmental head or other senior manager or the equivalent thereof will be deemed to constitute knowledge possessed or **discovery** made by all other persons, companies or entities forming part of **you**.

### 5. Non-identification

If a loss is alleged to have been caused by an **act of fraud or dishonesty** by any **employee** and **you** are unable to discover the identity of the actual **employee** **we** will pay **you** provided that the evidence submitted proves beyond reasonable doubt that the **loss** was caused by the fraudulent or dishonest acts of one or more **employee**.

### 6. Prosecution

**You** will if and when required by **us** but at **our** expense if a conviction is obtained use all diligence in prosecuting to conviction any person by whose dishonesty a claim will have been made under this section.

### 7. Valuation

#### a) Securities

In no event will **we** be liable as respects **securities** for more than the actual cash value thereof at the close of business on the business day preceding the day on which the **loss** was **discovered**

#### b) Books of accounts and records

In the case of **loss** of or damage to **property** consisting of books of accounts or other records other than electronic data used by **you** in the conduct of **your business** **we** will be liable under this section only if such books or records are actually reproduced and then for not more than the cost of blank books, blank pages or other materials plus the cost of labour and computer time for the actual transcription or copying of data which will have been furnished by **you** in order to reproduce such books and other records

#### c) Electronic data

In the event that a **loss** as covered under this section results in the destruction, erasure or theft of electronic data used by **you** while such data is stored within **your** computer systems **we** will be liable under this section if such data is actually reproduced and cover hereunder will only apply to the cost of labour for the actual transcription or copying of data, which will have been furnished by **you** in order to reproduce such electronic data

#### d) Damage to premises

In the case of damage to the **premises** **we** will not be liable for more than the actual cost of repairing such premises with material of like quality and value

#### e) Foreign currency

If a foreign currency being a currency other than the currency in which this section is written is involved in a **loss** sustained by **you** under this section then for the purpose of any calculation required in the settlement of a **loss** the rate of exchange will be the rate as offered by **our** London Clearing Bank on the date of such settlement

#### f) Other property

In no event will **we** be liable as respects other **property** not included in the above for more than the actual cash value thereof at the time of **loss** or for more than the actual cost of repairing such other **property** or of replacing same with **property** or material of like quality and value provided however the actual cash value of such other **property** held by **you** as a pledge, or as collateral for an advance or a loan will be deemed not to exceed the value of the **property** as determined and recorded by **you** when making the advance or loan nor in the absence of such record the unpaid portion of the advance or loan plus accrued interest thereon at legal rates.



## Special claims conditions

### 1. Claims notification

Upon the **discovery** of **loss** that may give rise to a claim **you** will notify **us** as soon as reasonably possible but in all events no later than 45 days after the expiry of the period of insurance or the extended reporting period if applicable, by writing to the following address: Financial Lines, 70 Mark Lane, London, EC3R 7NQ, e-mailing professional&financial.lines.newclaims@uk.zurich.com or telephoning +44(0)207 648 3523 (fax 0800 232 1921). Such notice will include but not be limited to a description of the circumstances leading to the **loss** and the names if known of the persons causing such **loss**.

### 2. Claims series

Where more than one **loss** arises from one **act of fraud or dishonesty** or from a series of **acts of fraud or dishonesty** which are connected causally with another or which are by any means inter-related or inter-connected they will be deemed to be a single **loss** notwithstanding the number of **loss** notifications that have been made and such single loss will be attributed solely to the period of insurance or the extended reporting period (if applicable) during which the first **loss** arising from such series of **acts of fraud or dishonesty** was **discovered**.

### 3. Limitation

Our aggregate liability for **loss** sustained by any or all of the persons, companies or other entities forming part of **you** will not exceed the amount for which **we** would be liable if all **losses** were sustained by any one of the persons, companies or other entities forming part of **you**.

### 4. Loss settlement

**We** may with **your** consent settle any demand for **loss** of property with the owner thereof. Any property for which **we** have made indemnification will become **our** property. **We** may at **our** discretion pay such actual cash value or make such repairs or replacements. If **we** and **you** cannot agree upon such cash value or such cost of repairs or replacements such cash value or such cost will be determined by arbitration.

### 5. Other insurance

If a **loss** under this section would but for the existence of this policy be insured by any other valid and collectable:

- a) Directors' and officers' liability or Management liability policy or indemnity
- b) Employment Practices Liability insurance policy
- c) General Liability insurance policy
- d) Pollution Liability insurance policy
- e) Pension Trustee Liability insurance policy
- f) Employee Dishonesty or Crime policy
- g) any other insurance which has a duty to defend such **loss**

**we** will only be liable for any amount above that collectable under such other policy.

### 6. Submission of records

In the event of a **loss** **you** will immediately upon **our** request deliver to **us** all pertinent records, information, explanation and other evidence as may be reasonably required for the purposes of investigating or verifying the **loss** together with if required a statutory declaration of the truth of the **loss** and of any matters connected with it.

# Section M – Cyber

This section is only operative if stated in the schedule.

## Special definitions

### **Aggregate limit of indemnity**

The maximum aggregate amount set out in the schedule that **we** will pay in respect of all *claims* and/or losses covered by this section including *defence costs*.

### **Business income loss**

- a) Net profit before income and corporation taxes that **you** are prevented from earning during the *period of restoration* solely in consequence of an *interruption of service*; and
- b) normal operating expenses incurred by **you** but only such operating expenses that must continue but are wasted solely in consequence an *interruption of service* during the *period of restoration* and would have been incurred if there had been no *interruption of service*.

Provided that *business income loss* will be calculated net of any savings **you** make or service credits **you** receive as a result of the *interruption of service* and do not include:

- i) contractual penalties
- ii) costs or expenses incurred to correct any deficiencies or problems with any *computer system* or to update, restore, replace or improve a *computer system* to a level beyond that which existed immediately before the *interruption of service*
- iii) costs or expenses incurred to identify or remediate *software* program errors or vulnerabilities
- iv) legal costs or expenses
- v) loss arising out of any liability to a *third party*
- vi) any consequential loss or damage
- vii) *increased costs of working*.

### **Card association**

An issuer of credit cards, debit cards, stored value cards or prefunded cards.

### **Change of control**

Where any person, entity or group:

- a) acquires more than 50% of **your** share capital; or
- b) acquires the majority of the voting rights in **you**; or
- c) assumes the right to appoint or remove the majority of **your** board of directors or equivalent positions; or
- d) assumes control in accordance with written agreement with other shareholders over the majority of the voting rights in **you**; or
- e) merges with **you** such that **you** are not the surviving entity; or
- f) if a trustee in bankruptcy, receiver, liquidator or administrator or similar official or person is appointed to **you**.

### **Circumstance**

Incident, occurrence, fact, matter, act or omission that may give rise to a *claim*.

### **Civil fines and penalties**

Civil, administrative or regulatory money penalties directly assessed against **you** for a violation of any law, regulation or statute not including punitive, exemplary or multiple damages but only where:

- a) such violations are not knowing, wilful or criminal; and
- b) such penalties are insurable under the internal laws of the jurisdiction in which such penalties were assessed or levied.

### **Claim**

- a) written demand for or an assertion of a right to compensation or monetary damages or an intimation of an intention to seek such compensation or damages; or
- b) a civil proceeding, suit or counterclaim for compensation, monetary damages or non-monetary relief commenced by the service of a claim form or similar pleading.

### **Computer hardware**

Physical parts or components of **your** computers, laptops, mobile phones and servers but only where such servers are situated in **your** office

### **Computer hardware damage costs**

Reasonable costs and expenses necessarily incurred by **you** to repair or replace **computer hardware** due to their corruption or destruction following a **security event**.

Provided that **computer hardware damage costs** do not include:

- a) any costs and expenses incurred to update, replace, or otherwise improve **computer hardware** to a level beyond that which existed prior to the **unauthorised access**
- b) any costs and expenses incurred to update, replace, upgrade, restore, maintain or in any way improve any **computer system**
- c) the economic or market value of **computer hardware**
- d) any consequential loss or damage
- e) any costs or expenses incurred without **our** prior written consent.

### **Computer system**

**Computer hardware** and **software** and the **electronic data** stored thereon including associated input and output devices, data storage devices, networking equipment, components, firmware and electronic back up facilities including systems available through the internet, intranets, extranets or virtual private networks.

### **Cyber extortion threat**

An illegal demand from a **third party** including any demand for payment to prevent them from:

- a) launching or maintaining a **denial of service attack** against **you**; or
- b) introducing or maintaining **malware** into **your** network; or
- c) revealing **personal information** following any **unauthorised access**; or
- d) denying **you** access to **your computer systems**.

### **Cyberterrorism**

An act of **terrorism** involving a **security event** or a **privacy event** or loss or damage to **your digital assets**.

### **Defence costs**

Reasonable charges, costs, expenses and fees necessarily incurred with **our** written consent in the investigation, defence or settlement of any **claim** or investigation into any **circumstance** which may be the subject of indemnity under this section excluding those incurred as a result of **regulatory proceedings**.

### **Digital assets**

**Electronic data, software**, audio files and image files stored on **your computer system**.

Provided that **digital assets** do not include accounts, bills, evidences of debt, money, valuable papers, records, abstracts, deeds manuscripts or other documents unless they have been converted to **electronic data** and then only in that form.

### **Digital asset replacement expenses**

Reasonable costs and expenses necessarily incurred by **you** to restore or reconstitute **digital assets** from written records or partially or fully matching **electronic data** due to their corruption or destruction from **a security event** including but not limited to any disaster recovery or forensic investigation efforts.

Provided that **digital asset replacement expenses** do not include:

- a) any costs and expenses incurred to update, replace, or otherwise improve **digital assets** to a level beyond that which existed prior to the **security event**
- b) any costs and expenses incurred to identify or remediate software program errors or vulnerabilities or costs to update, replace, upgrade, restore, maintain or in any way improve any **computer system**

- c) any costs and expenses incurred to research and develop **digital assets** including trade secrets
- d) the economic or market value of **digital assets** including trade secrets
- e) any consequential loss or damage
- f) any costs or expenses incurred without **our** prior written consent.

### **Electromagnetic field**

Any field of force that is made up of associated electric and magnetic components.

### **Electromagnetic radiation**

Any succession of electromagnetic waves.

### **Electromagnetism**

Magnetism that is developed by a current of electricity.

### **Electronic data**

Information stored or transmitted in digital format.

### **Electronic publishing**

Reproduction, publication, dissemination, transmission or release of information including **electronic data**, image files, audio files or text on any publicly accessible internet website used by **you** for the purposes of **your business** the content of which is under **your** control, provided that such information must have been developed by or for **you** or acquired by **you** for **your** use.

### **Electronic publishing wrongful act**

Any actual or alleged:

- a) libel, slander, trade libel or disparagement arising from the **electronic publishing** of material that defames a person or organisation or disparages a person's or organisation's goods, products or services
- b) plagiarism, false light or false advertising arising from the **insured's electronic publishing** activities
- c) violation of the right of privacy or seclusion or right of publicity of any person other than an **insured person** arising from the **electronic publishing** of material that publicly discloses private facts relating to such person or commercially appropriates such person's name or likeness
- d) infringement of a copyright, title, slogan, trademark, trade name, trade dress, mark, service mark or service name including but not limited to infringement of domain name, deep-linking or framing arising from the **insured's electronic publishing** activities
- e) unauthorised use of titles, formats, performances, style, characters, plots or other protected material arising from the **insured's electronic publishing** activities.

Provided that cover is not provided for any liability arising directly or indirectly from:

- a) the theft of computer or video game points, earnings awards or other intangible property
- b) the uploading or downloading of digitised music, movies, software or video games by persons who allegedly or actually failed to obtain valid licenses with respect to such music, movies, software or video games
- c) any licensing fees, damages, account of profits or royalties ordered, directed or agreed to be paid by the **insured** in accordance with a judgment, arbitration award, settlement agreement or similar order or agreement for the continued use of a person or entity's copyright, slogan, trademark, trade name, trade dress, service mark, service name or other protected intellectual property.

### **Excess**

The amount stated in this section, the schedule or any endorsement in respect of each and every **claim** and/or loss for which **you** will be responsible provided that:

- i) only one **excess** will be payable in relation to all **interrelated security events or system failures** and in relation to all **interrelated wrongful acts**; and
- ii) if more than insuring clause is triggered by a **claim** and/or loss only a single **excess** will be payable namely the highest provided that if an **excess** is expressed as a period of time the comparison of any other applicable **excess** shall be with the monetary value of the **claim** or loss attributable to that period.

### **Extortion expenses**

Reasonable expenses necessarily incurred by **you** with **our** prior written consent arising directly from a **cyber extortion threat**.

### **Extortion payments**

Any monies paid by **you** with **our** prior written consent to a **third party** who **you** reasonably believe to be responsible for a **cyber extortion threat** for the purpose of terminating such **cyber extortion threat**.

### **Increased cost of working**

Reasonable expenses necessarily incurred by **you** with **our** written consent during the **period of restoration** or **privacy breach loss period** to minimise, avoid or reduce any **business income loss** or **privacy breach income loss** and that:

- a) are over and above **your** normal operating and payroll expenses; and
- b) do not exceed the amount of loss that would otherwise be payable as **business income loss** or **privacy breach income loss**.

Provided that **increased cost of working** does not include:

- i) any costs or expenses to correct any deficiencies or problems with any **computer system** or to identify or remediate **software** errors or vulnerabilities
- ii) any costs or expenses to update, restore, replace or improve any **computer system** or **software** to a level beyond that which existed just before the **interruption of service**
- iii) any contractual penalties
- iv) loss arising out of any liability to a **third party**
- v) any consequential loss or damage
- vi) **digital asset replacement costs, extortion expenses** or **extortion payments**.

### **Insured**

- a) **You**
- b) an **insured person**.

### **Insured person**

- a) Any current or former **business partner**, director, **member** or principal or any person who becomes a **business partner**, director, **member** or principal during the period of insurance
- b) any current or former **employee** or any person who becomes an **employee** during the period of insurance
- c) the personal representative of any **business partner**, director, **member**, principal or employee in the event of their death, incapacity, insolvency or bankruptcy
- d) any retired **business partner**, retired director or retired **member** while acting as a consultant to the **insured**.

### **Interrelated security events or system failures**

All **security events** or **system failures** based upon, arising from or in consequence of the same or related facts, **circumstances**, or events or series of related facts, **circumstances** or events.

### **Interrelated wrongful acts**

All **wrongful acts** based upon, arising from or in consequence of the same or related facts, **circumstances**, or events or series of related facts, **circumstances** or events.

### **Interruption of service**

Actual and measurable interruption, suspension, failure, degradation or delay in the performance of **your computer system** directly arising from a **system failure** or **security event**.

### **Limit of indemnity**

The maximum amount after payment of any **excess** which **we** can be liable to pay under each insuring clause in this section as set out in the schedule.

### **Malware**

Any code or program specifically designed to:

- a) erase or corrupt **electronic data**
- b) damage or disrupt any network or **computer system**
- c) circumvent any security product or service.

### **Member**

A member of **your** limited liability partnership as defined in the Limited Liability Partnerships Act 2000.

### **Network security**

The use of hardware, **software**, firmware and written security policies by the **insured** or on their behalf to protect against **unauthorised access** including the use of **your computer system** in a **denial of service attack**.

### **PCI – DSS payments**

Payments which the **insured** has a contractual liability to make following a **privacy event** to a **card association** or bank as a result of non-compliance by the **insured** with data security standards published by the payment card industry and which apply to the **insured** by virtue of the contract.

### **Period of restoration**

A period of 90 days from the date and time that **your computer system** first suffers an **interruption of service** to the date and time such **computer system** is restored or could have been restored with reasonable speed to substantially the level of operation that existed prior to such **interruption of service**.

Provided that the **period of restoration** will commence only once the **restoration waiting period** has expired.

### **Personal information**

Any information from which an individual may be uniquely and reliably identified including an individual's name, telephone number, national insurance number, social security number, medical or healthcare data or other protected health information, driver's licence number or passport number, bank account number, credit card number, debit card number, access code or password that would permit access to that individual's financial account or any other non-public personal information as defined in any **privacy regulation** applicable to the individual.

Provided that **personal information** does not include information lawfully available to the general public for any reason including information from national or local government records.

### **Pollution or contamination**

Pollution or contamination of buildings or other structures or of water or land or the atmosphere.

### **Privacy breach costs**

Reasonable charges, costs, expenses and fees necessarily incurred by **you** with **our** prior written consent within 24 months of **you** first having knowledge of a **privacy event** for the purposes of retaining an accountant, IT consultant, solicitor, lawyer, public relations consultant or other **third party** to:

- a) conduct a computer forensic analysis to investigate **your computer system** to determine the cause and extent of such **privacy event**
- b) determine indemnification obligations under any written contract with respect to a **wrongful act** by a **service provider** in connection with any **privacy event**
- c) determine the extent to which **you** are obliged to notify any regulatory authority following any **privacy event**
- d) effect compliance with any **privacy regulation** under the applicable **privacy regulation** most favourable to **your** affected individuals
- e) notify any individual or applicable regulatory agencies of the compromising of any **personal information** arising from the **privacy event**
- f) plan, implement, execute and manage a public relations campaign to counter or minimise any actual or anticipated adverse effects of negative publicity from a **privacy event** or to protect or restore **your** business reputation in response to negative publicity following such **privacy event**
- g) monitor any bank or other financial account of individuals affected by the loss of **personal information**
- h) provide call centre services if they are needed to handle enquiries from individuals affected by the loss of **personal information**.

Provided that **privacy breach costs** do not include:

- i) regular or overtime wages, salaries or fees of any **business partner**, director, **member** or employee
- ii) the cost to comply with any injunctive or other non-monetary relief
- iii) principal, interest or other monies paid or due as the result of any loan, lease or extension of credit, taxes, fines, sanctions or penalties.

### **Privacy breach business income loss**

- a) Net profit before income and corporation taxes that **you** are prevented from earning during the privacy breach loss period solely in consequence of a **privacy event**
- b) normal operating expenses incurred by **you** but only such operating expenses that must continue but are wasted during the **privacy breach loss period** solely in consequence of the **privacy event** and which would have been incurred if there had been no **privacy event** but subject to the same provisos as are applied in this section to the definition of **business income loss**.

Provided that **privacy breach business income loss** will be calculated net of any savings **you** make or service credits **you** receive as a result of the **interruption of service** and do not include:

- i) contractual penalties
- ii) costs or expenses incurred to correct any deficiencies or problems with any **computer system** or to update, restore, replace or improve a **computer system** to a level beyond that which existed immediately before the **interruption of service**
- iii) costs or expenses incurred to identify or remediate software program errors or vulnerabilities
- iv) legal costs or expenses
- v) loss arising out of any liability to a **third party**
- vi) any consequential loss or damage
- vii) **increased costs of working**.

### **Privacy breach loss period**

The period from the **insured** first having knowledge of a **privacy event** which is stated in the schedule

Provided that if the schedule provides for a **privacy breach waiting period** the privacy breach loss period will commence only once it has expired.

### **Privacy breach waiting period**

The waiting period, if any, from the **insured** first having knowledge of a **privacy event** which is stated in the schedule.

### **Privacy event**

- a) An actual or alleged unauthorised disclosure or loss of:
  - i) **personal information** in the **insured's** care, custody or control or in the care, custody or control of an **insured's service provider**
  - ii) corporate information in the **insured's** care, custody or control or the care, custody or control of a **service provider** that is specifically identified as confidential and protected under a non-disclosure agreement or similar contract
- b) an actual or alleged violation of any **privacy regulation** by an **insured**.

### **Privacy regulation**

Any legislation enacted to control the use of **personal information** within the **territorial limits**.

### **Privacy wrongful act**

Any actual or alleged act, error, omission by an **insured**, someone for whom **you** are legally responsible or **your service provider** that results in a **privacy event**.

### **Regulatory proceeding**

- a) A formal investigation of an **insured** by an administrative or regulatory body or similar governmental body concerning a **privacy event**
- b) an administrative adjudicative proceeding against an **insured** by an administrative or regulatory agency or similar governmental body for a **wrongful act** including an appeal thereof commenced by the **insured's** receipt of any complaint, investigative demand, notice of prosecution, writ, summons or similar document.

### **Related entity**

Any individual or entity or its **subcontractors** or assignees:

- a) which wholly or partially own, operate or manage **you**
- b) in which **you** have an ownership interest in excess of 20%
- c) which is controlled, operated or managed by **you**.



### **Restoration waiting period**

A period of 8 hours from the date and time *your computer system* first suffers an *interruption of service*.

### **Security event**

Any *unauthorised access* to, introduction of *malware* into or *denial of service attack* upon *your computer system* resulting in:

- a) an actual and measurable interruption, suspension, failure, degradation or delay in the performance of *your computer system*
- b) the alteration, corruption or destruction of corporate information in the care, custody or control of any *insured* that is specifically identified as confidential and protected under a non-disclosure agreement or similar contract.

### **Security wrongful act**

Any actual or alleged act, error or omission by an *insured*, someone for whom *you* are legally responsible or a *service provider* which results in a breach of *your network security* resulting in:

- a) theft, alteration or destruction of *electronic data* on *your computer system*
- b) *unauthorised access*
- c) denial of an authorised user's access to *your computer system* unless such denial of access is caused by a mechanical or electrical failure outside *your* control
- d) participation by *your computer system* in a *denial of service attack* against a *third party's computer system*
- e) transmission of *malware* from *your computer system* to a *third party's computer system*.

### **Service provider**

A business that *you* do not own, operate or control that *you* hire for a fee under a written contract to provide services to *you* for:

- a) maintaining, managing or controlling *computer systems*
- b) hosting or facilitating publicly accessible internet website used by *you* for the purposes of *your business* the content of which is under *your* control
- c) providing other information technology services to *you*.

### **Software**

Operations and applications, codes and programs by which *electronic data* is electronically collected, transmitted, processed, stored or received.

Provided that *software* does not include *electronic data*.

### **Subcontractor**

Any independent consultant or subcontractor other than an *employee* who provides *you* with services under a written contract.

### **System failure**

Failure or malfunction of *your computer system* caused by an unintentional act or omission in the course of its operation administration maintenance (including an unintentional failure to prevent a *security event*) by *you* or an *employee* or a *subcontractor* or a *service provider* which results in an *interruption of service* or the alteration corruption or inaccessibility of *your digital assets*.

### **System restoration costs**

- a) Costs incurred by the *insured's* own IT department to conduct a computer forensic analysis to determine the cause and rectify an *interruption of service*, provided that these costs are over and above *your* normal operating and payroll expenses
- b) costs to employ an IT consultant to conduct a computer forensic analysis to determine the cause and rectify an *interruption of service*.

Provided that *system restoration costs* do not include any costs or expenses to update, restore, replace or improve any *computer system* or *software* to a level beyond that which existed just before the *interruption of service*.

### **Territorial limits**

Worldwide excluding USA/Canada.

### **Terrorism**

- a) Any act or preparation in respect of action or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof or in pursuit of political, religious, ideological or similar purposes to intimidate the public or a section of the public of any nation by any person or group whether acting alone or on behalf of or in connection with any organisation or government de jure or de facto and which:
- i) involves violence against one or more persons; or
  - ii) involves damage to property; or
  - iii) endangers life other than that of the person committing the action; or
  - iv) creates a risk to health or safety of the public or a section of the public; or
  - v) involves **cyberterrorism**
- b) any action in controlling, preventing, suppressing, retaliating against or responding to any act or preparation in respect of action or threat of action described in a) above.

### **Third party**

Any natural person, firm, individual, partnership, organisation or corporation other than **you** but not any **related entity** or any other person or entity having a financial or executive interest in **you**.

### **Unauthorised access**

Access to or use of **your computer system** or network infrastructure by any person not authorised to do so.

### **Wrongful act**

A **security wrongful act** or a **privacy wrongful act**.

### **You, your, yours or yourselves**

The legal entity designated in the schedule as the insured including its predecessors

### **Cover**

#### **1. Business income loss and increased cost of working**

We will pay **you**:

- a) any **business income loss** that **you** incur in the conduct of the business in the **territorial limits** during the **period of restoration** due to an **interruption of service** provided that such **interruption of service** first occurs and is notified to **us** during the period of insurance
- b) any **privacy breach income loss** **you** incur in the conduct of the business in the **territorial limits** during the **privacy breach loss period** arising directly from a **privacy event** provided that such **privacy event** first occurs and is notified to **us** during the period of insurance
- c) any **increased cost of working** as a result of **privacy event** or **interruption of service** provided that such **privacy event** or **interruption of service** first occurs and is notified to **us** during the period of insurance
- d) any **system restoration costs** as a result of **privacy event** or **interruption of service** provided that such **privacy event** or **interruption of service** first occurs and is notified to **us** during the period of insurance.

#### **2. Civil fines and penalties**

Subject to any sub-limit set out in the schedule **we** will reimburse **you** for **civil fines and penalties** which **you** become liable to pay as a result of a **privacy event** provided that such **privacy event** first occurs and is notified to **us** during the period of insurance.

#### **3. Computer hardware damage costs**

**We** will reimburse **you** for any **computer hardware damage costs** incurred by **you** with **our** prior written consent for the repair or replacement of the affected part of **your computer hardware** which has been damaged, destroyed or altered by following a **security event**. Where **we** give **our** prior written consent such repairs or replacements may be made by **you** and **we** will reimburse **you** accordingly.

#### 4. Crisis management

We will pay for and provide a crisis manager in the event of any of the covers being triggered in this section. The crisis manager can be contacted 24 hours per day, 7 days a week at the following number:

0800 2799 147

The crisis manager will:

- a) be the contact point for **you** in the case of an **event** or **claim**
- b) identify the first measures to be taken
- c) identify key persons to be appointed within **your** organisation
- d) identify and coordinate the specialists necessary to resolve the crisis.

Provided that **you** must contact the crisis manager prior to incurring any charges, costs, expenses and fees incurred by any accountant, IT consultant, solicitor, lawyer, public relations consultant or other **third party**.

#### 5. Cyber extortion threat and reward payments

We will reimburse **you** for:

- a) reasonable costs necessarily incurred by **you** with **our** prior written consent for **extortion expenses** and **extortion payments** arising directly from a **cyber extortion threat**; and
- b) any reward **you** pay with **our** prior written consent to any person or entity other than **your** external auditor or any **insured person** who is an internal auditor of **yours** or who supervises or manages **your** external auditor for information leading to the arrest and conviction of any person who is making or has made any **cyber extortion threat**

Provided that:

- i) any **extortion payments** do not exceed the amount of **business income loss** and **privacy breach business income loss** we reasonably believe would have been incurred had such **extortion payments** not been made
- ii) **you** make all reasonable efforts to contact the police or other relevant law enforcement bodies or authorities before we pay **extortion expenses** or **extortion payments**; and
- iii) one of **your** directors consents to the payment of **extortion expenses** and/or **extortion payments**; and
- iv) such **cyber extortion threat** is received during the period of insurance.

#### 6. Cyberterrorism

In the event **you** are subject to **cyberterrorism** we will indemnify or reimburse **you** in accordance with such of the other insuring clauses in this section as form part of **your** policy notwithstanding the **terrorism** exclusion, subject to all the other terms and conditions of the policy and provided that **our** liability to **you** will not exceed the liability we would have had if the cyberterrorist act had not been motivated by **terrorism**.

#### 7. Digital asset replacement expenses

We will reimburse **you** for any **digital asset replacement expenses** incurred due to the corruption or destruction of **digital assets** as a result of a **security event** that first occurs and is notified to **us** during the period of insurance.

#### 8. Emergency costs

If **our** written consent cannot reasonably be obtained before **privacy breach costs**, **digital asset replacement costs**, **increased cost of working** or **defence costs** are incurred with respect to any covered loss or **claim** we will give retrospective approval for such costs.

**Our** liability under this extension will not exceed the amount stated in the schedule in the aggregate during the period of insurance.

## 9. Internet media liability

We will indemnify the *insured* for all sums any *insured* becomes legally liable to pay including claimants' costs and expenses in respect of any *claim* first made against the *insured* and notified to *us* during the period of insurance for an *electronic publishing wrongful act* in the *territorial limits* occurring on or after the applicable retroactive date and before the end of the period of insurance.

In addition we will pay *defence costs* provided that such *defence costs*:

- a) will form part of and not be in addition to the applicable *limit of indemnity*
- b) will be subject to any *excess*.

## 10. PCI – DSS payments

We will reimburse *you* for *PCI – DSS payments* which *you* become liable to pay as a result of a *privacy event* provided that such *privacy event* first occurs and is notified to *us* during the period of insurance.

The most we will pay for the total of all PCI charges is the amount stated in the schedule. This will form part of and not be in addition to the overall *limit of indemnity*.

## 11. Privacy breach and reputational rebuild costs

We will reimburse *you* for *privacy breach costs* arising directly from a *privacy event* provided that such *privacy event* first occurs and is notified to *us* during the period of insurance.

## 12. Regulatory proceeding defence costs

We will reimburse all reasonable charges, costs, expenses and fees necessarily incurred with *our* written consent which the *insured* incurs in respect of any *regulatory proceeding* first taken against the *insured* and notified to *us* during the period of insurance for a *privacy wrongful act* or *security wrongful act* provided that such *privacy wrongful act* or *security wrongful act* first occurs on or after the retroactive date stated in the schedule and during the period of insurance.

## 13. Security and privacy liability

We will indemnify any *insured* in respect of all sums any *insured* becomes legally liable to pay including claimants' costs and expenses in respect of any *claim* first made against the *insured* and notified to *us* during the period of insurance in respect of a *wrongful act* arising out of the conduct of the *business* in the *territorial limits* and occurring on or after the retroactive date stated in the schedule and before the end of the period of insurance.

In addition we will pay *defence costs* provided that such *defence costs*:

- a) will form part of and not be in addition to the applicable *limit of indemnity*
- b) will be subject to any *excess*.

## Special exclusions

This section does not cover loss, damage, consequential loss, legal liability, fees, costs, disbursements, awards or other expenses of whatsoever nature and:

### 1. Bodily injury and property damage

arising directly or indirectly out of:

- a) death, bodily injury, mental injury, sickness, disease, mental anguish or shock sustained by any person other than emotional distress arising from a *privacy event*
- b) physical damage to tangible property

Provided that b) will not apply to Cover 3 – Computer hardware damage costs

### 2. Civil fines and penalties

which are in respect of civil, administrative or regulatory money penalties against any *insured* for any violations of any law, regulation or statute unless:

- a) such violations are not knowing, wilful or criminal; and
- b) such penalties are insurable under the internal laws of the jurisdiction in which such penalties were assessed or levied

### 3. Claims by related entities

arising from any *claim* brought or loss claimed by any *insured* or any *related entity*.

Provided that this exclusion does not apply to:

- a) any *claim* brought by an *insured* in their capacity as:
  - i) a customer or client of *yours*
  - ii) an *employee* for a *privacy event* relating to the unauthorised disclosure of such *employee's personal information*
- b) any *digital asset replacement expenses*

### 4. Competition, restraint of trade or taxation

arising directly or indirectly out of the breach of any taxation, competition, restraint of trade or antitrust legislation or regulation

### 5. Contractual liability

arising directly or indirectly under any express warranty, express guarantee or under any contractual obligation (save for *PCI-DSS payments* if that insuring clause applies) to the extent that the obligation gives rise to a *claim* for which the *insured* would not have been liable in the absence of the express warranty, express guarantee or contractual obligation

### 6. Criminal or malicious acts

arising directly or indirectly out of:

- a) any criminal, dishonest, fraudulent or malicious act committed or condoned by any *insured*
- b) any intentional or knowing violation of law committed or condoned by any *insured*
- c) any gaining of profit, remuneration, financial or non-financial advantage by an *insured* to which the *insured* was not legally entitled.

Provided that:

- i) *we* will pay *defence costs* and defend such *claim* until there is a judgment, binding arbitration decision or finding of fact against such *insured* or an adverse admission under oath or plea of no contest by such *insured* which establishes such criminal, dishonest, fraudulent or malicious *wrongful act*, intentional or knowing violation of law or profit, remuneration or advantage. In this event the *insured* will reimburse *us* for any *defence costs* paid by *us* on behalf of such *insured* arising from such *claim*
- ii) no *wrongful act* of or knowledge possessed by such *insured person* will be imputed to any other *insured* except the *wrongful act* of or knowledge possessed by *your* Chief Executive Officer, Chief Financial Officer, Director of Human Resources, General Counsel or risk manager or any other *insured person* in a functionally equivalent position
- iii) *we* will not pay any *digital asset replacement expenses* based upon, arising out of or attributable to any criminal, dishonest, fraudulent or malicious act, error or omission or any intentional or knowing violation of law committed with the knowledge of any of the Chief Executive Officer, Chief Financial Officer, Director of Human Resources, General Counsel or risk manager or any other *insured person* in a functionally equivalent position

### 7. Directors' and officers' and trustee liability

arising directly or indirectly out of any *insured* carrying out the duties of:

- a) a director or officer of *you* or any other corporate body
- b) a trustee of any pension fund or any other employee benefit scheme

### 8. Directors' and officers' complicity

arising directly or indirectly out of a *denial of service attack* or a *cyber extortion threat* or any act of *cyberterrorism* committed condoned or made by:

- a) any *business partner*, director, *member* or principal of any *insured*
- b) any *employee* with the knowledge of any of the Chief Executive Officer, Chief Financial Officer, Director of Human Resources, General Counsel or risk manager, or any other *insured person* in a functionally equivalent position

### 9. Electromagnetic field, radiation or electromagnetism

arising directly or indirectly out of *electromagnetic field*, *electromagnetic radiation* or *electromagnetism*

## 10. Employment

arising directly or indirectly out of:

- a) death, bodily injury, mental injury, sickness, disease, mental anguish or shock of any **business partner**, director, **member**, principal or **employee** while in the course of their employment with **you**
- b) any obligation owed by **you** as an employer or potential employer to any director or **employee** or applicant for employment
- c) any express or implied terms of a partnership agreement or membership agreement.

Provided that this exclusion will not apply to any **claim** by an **employee** for a **privacy event** relating to the unauthorised disclosure of such **employee's personal information**

## 11. Financial analysis

arising directly or indirectly based upon, attributable to, arising out of, or resulting from or in any manner related to the rendering of or failure to render any:

- a) valuation of any stock, bond or negotiable instrument
- b) economic analysis whether computer assisted or not
- c) economic and/or financial forecasting whether computer assisted or not
- d) economic and/or financial simulations whether computer assisted or not
- e) electronic transfer or electronic manipulation of negotiable instruments
- f) transfer of money or funds

## 12. Foreign operations

arising from any associated or **subsidiary company** of **yours** or branch office or representative of **yours** with power of attorney domiciled outside Great Britain, Northern Ireland, the Isle of Man and Channel Islands unless otherwise named in the schedule

## 13. Goods and services

arising directly or indirectly from any contract or arrangement for the supply to or use by **you** of goods or services

## 14. Government seizure

arising directly or indirectly out of or attributable to seizure, confiscation, expropriation, nationalisation or destruction of a **computer system** by order of any governmental authority

## 15. Gradual deterioration

arising directly or indirectly out of or attributable to the ordinary wear and tear or gradual deterioration of any **computer system** or **digital assets**

## 16. Improper use of personal information

arising out of:

- a) the illegal, unauthorised or wrongful collection of **personal information** including the collection of **personal information** using cookies or **malware**
- b) the failure to provide adequate notice that such **personal information** is being collected.

Provided that this exclusion will not apply if the collection of **personal information** is by an **insured** acting without the knowledge or approval of any **business partner**, director, principal or any other **insured** acting in a functionally equivalent position

## 17. Insolvency

arising directly or indirectly out of **your** or any of **your** suppliers' or **subcontractors'** insolvency or bankruptcy. This exclusion will not apply to any **circumstance** or **claim** that may be covered under this section but for **your** or any of **your** suppliers' or **subcontractors'** insolvency or bankruptcy

## 18. Libel and slander

arising directly or indirectly out of any act of libel or slander other than that committed or uttered in good faith by an **insured person**

## 19. Loss of goodwill

arising from any loss of goodwill and reputational harm



## 20. Natural perils

arising directly or indirectly from fire, smoke, explosion, lightning, wind, flood, earthquake, volcanic eruption, storm, subsidence, tidal wave, landslide, riot, hail, subterranean fire or act of God or any other physical event however caused

## 21. Obscenity

arising from any obscenity, blasphemy or pornographic material, exploitation of adult entertainment or sexual websites

## 22. Patents

arising directly or indirectly out of or in any way connected with any actual or alleged misappropriation, infringement or violation of any patent or trade secret.

Provided that this exclusion will not apply to the extent any **claim** alleges an inadvertent disclosure of a trade secret that constitutes a **privacy event**

## 23. Pollution or contamination

directly or indirectly caused by, contributed to by or arising out of **pollution or contamination**

## 24. Power failure

arising out of or attributable to any mechanical or electrical failure, interruption or outage including any electrical power interruption or surge, brownout, blackout, short circuit, over voltage or power fluctuation or outage to gas, water, telephone, cable, satellite, telecommunications, the internet or any component thereof including hardware or **software** or any other infrastructure

Provided that:

- a) this exclusion will not apply to any failure, interruption or outage of telephone, cable or telecommunications under **your** direct control which constitute a **system failure** or arise out of a **wrongful act** or a **denial of service attack** against **your computer systems**
- b) In respect of any **digital asset replacement expenses** this exclusion will also not apply to any failure, interruption or outage of electrical power under **your** direct control

## 25. Prior circumstances and claims

- a) arising from:
  - i) any act, error or omission or **wrongful act** or **circumstance**
    - 1) that occurred prior to the inception date or retroactive date as stated in the schedule that **you** knew or that in **our** reasonable opinion an **insured** ought to have known prior to inception of this section which may give rise to a **claim** against the **insured**
    - 2) that was notified by **you** under any other insurance policy prior to inception of this policy
    - 3) that was disclosed or in **our** reasonable opinion ought to have been disclosed on **your** latest proposal to **us**
  - ii) any **claim** made against any **insured** prior to inception of this policy arising from the same **wrongful act** or from any **interrelated wrongful acts, interrelated security events or system failures**
- b) arising directly or indirectly out of any failure in **your network security** or issue likely to cause a **privacy event** or **security event** or **system failure** which any **insured** knew about or in **our** reasonable opinion should have been aware of before any **privacy event, security event or system failure**

## 26. Products and buildings

arising out of any:

- a) supply, repair, alteration, manufacture, installation or maintenance of goods, materials or products
- b) construction, repair, installation, erection, removal or demolition of buildings, building works or physical structures by any **insured, subcontractor or related entity**

## 27. Professional services

arising out of any advice, design or work on any specification performed by any **insured** or on **your** behalf for a fee or for which a fee would ordinarily be charged

## 28. Retroactive date

for any act, error or omission, **wrongful act, circumstance** or situation occurring prior to the retroactive date stated in the schedule that any **insured** knew or in **our** reasonable opinion ought to have known could give rise to a **claim** or **privacy event** or **cyber extortion threat** or **cyberterrorism** or any other loss covered by this section



## 29. Terrorism

directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with **terrorism** in any action or suit or other proceedings where **we** allege that by reason of this exclusion cover is not provided under this section the burden of proving that cover is provided under this section will be upon **you**

## 30. Unlicensed software

arising directly or indirectly out of any **insured's** knowing use of illegal or unlicensed programs that infringe copyright or otherwise are in violation of software protection laws

## 31. Unsolicited communication

arising directly or indirectly out of, based upon, attributable to or in any way connected with the distribution of unsolicited mail, direct mail and facsimiles or from telemarketing

## 32. USA Regulatory

liability arising out of any **claim** based upon or arising out of or relating directly or indirectly to or in consequence of or in any way involving:

- a) any violations of the responsibilities, obligations or duties imposed by the Employment Retirement Income
- b) Securities Act of 1974 or amendments thereto or any similar provisions or statute or common law enacted in the United States of America or any other territories that fall within United States of America jurisdiction
- c) any violations of any responsibilities, obligations or duties imposed by the Racketeer Influenced and Corrupt Organization Act of 1961 or amendments thereto or any similar provisions or statute or common law enacted in the United States of America or any other territories that fall within United States of America jurisdiction
- d) any violations of any responsibilities, obligations or duties imposed by the Securities Act of 1933, the Securities Exchange Act of 1934 and the Securities Fraud Enforcement Act of 1988 or amendments thereto or any similar provisions or statute or common law enacted in the United States of America or any other territories that fall within United States of America jurisdiction
- e) any violations of any responsibilities, obligations or duties imposed by the Money Laundering Control Act of 1981 or amendments thereto or any similar provisions or statute or common law enacted in the United States of America or any other territories that fall within United States of America jurisdiction
- f) any violations of any responsibilities, obligations or duties imposed by the Bank Security Act of 1970 and the Right of Financial Privacy Act of 1978 or amendments thereto or any similar provisions or statute or common law enacted in the United States of America or any other territories that fall within United States of America jurisdiction.

## 33. Wrongful acts of subsidiaries

arising from or in consequence of any actual or alleged **wrongful act** of any **subsidiary company** committed prior to becoming a **subsidiary company** or after ceasing to be a **subsidiary company**.

## Special provisions

### 1. Contracts (Rights of Third Parties) Act 1999

For the purposes of the Contracts (Rights of Third Parties) Act 1999 this section is not enforceable by any third party.

### 2. Discharge of liability

**We** may at any time pay in connection with any **claim** or loss the maximum amount payable under this section after deduction of any sum already paid during the period of insurance or any lower amount for which the **claim** or loss can be settled and then relinquish the conduct and control and be under no further liability in respect of the **claim** or loss.

### 3. Joint liabilities

If the **insured** comprises more than one party **we** will indemnify each party as though a separate policy had been issued to each of them provided that the total amount of indemnity to all such parties will not exceed the amount payable if the **insured** comprised only one party and in any event will not exceed the **aggregate limit of indemnity** stated in the schedule.

### 4. Limit of indemnity

- a) **You** will pay the **excess** in respect of each and every covered **claim** and/or loss under this section
- b) **We** will not pay more than the **limit of indemnity** stated in the schedule for all loss arising from any one **claim** and from all **claims** for any **wrongful act** or acts in the aggregate

- c) We will not pay more than the **limit of indemnity** stated in the schedule for all **defence costs** from each **regulatory proceeding** and from all **regulatory proceedings** in the aggregate. This limit will form part of and not be in addition to the **limit of indemnity** stated in the schedule
- d) We will not pay more than the **limit of indemnity** stated in the schedule for all **privacy breach costs** and **privacy breach business income loss** and **PCI – DSS payments** and **civil fines and penalties** arising from any one **privacy event** and from all **privacy events** in the aggregate
- e) We will not pay more than the **limit of indemnity** stated in the schedule for:
  - i) all **business income loss** and **increased cost of working** from any one **security event** or **system failure** and from all **security events** and **system failures** in the aggregate
  - ii) all **extortion expenses** and **extortion payments** from any one **cyber extortion threat** and from all **cyber extortion threats** in the aggregate
  - iii) all **reward payments** for each **cyber extortion threat** if shown as included in the schedule and for all **reward payments** in the aggregate. This limit will form part of and not be in addition to the **limit of indemnity** as stated in the schedule for **cyber extortion threats**
  - iv) all **digital asset replacement expenses** from any one **security event** or **system failure** and from all **security events** or **system failures** in the aggregate
  - v) all **computer hardware damage costs** from any one **security event** and from **security events** in the aggregate
  - vi) all loss arising from any one **claim** and all **claims** in the aggregate for any electronic wrongful publishing act if shown as included in the schedule under Internet Media Liability
  - vii) all loss arising from **cyberterrorism claims** in the aggregate.

Provided that:

- i) we will not pay any more than the overall **aggregate limit of indemnity** stated in the schedule for all **claims** and all loss covered by this section
- ii) we will pay **defence costs** from each **regulatory proceedings** and from all **regulatory proceedings** up to the **limit of indemnity** in the aggregate for **regulatory proceedings** defence stated in the schedule. We may at our discretion pay all or any part of the **excess** to effect a settlement of any **regulatory proceedings** provided the **insured** promptly reimburses us for the **excess** paid by us
- iii) all **interrelated security events or system failures** will be considered one **security event** or **system failure** and all such **security events** and **system failures** will be considered first occurring at the time the earliest **security event** or **system failure** of the **interrelated security events** and **system failures** first occurred. In the event any one **security event** or **system failure** triggers more than one insuring clause the highest applicable **excess** will apply to such **security event** or **system failure**
- iv) all **claims** and **circumstances** arising out of the same **wrongful act** and all **interrelated wrongful acts** will be considered one **claim** and such **claim** will be considered first made on the date upon which the earliest **claim** is first made or **circumstance** notified. All such **claims** arising out of the same **wrongful act** and all **interrelated wrongful acts** will be subject to a single **excess**, the **limit of indemnity** as stated in the schedule for the insuring clause and the **aggregate limit of indemnity**.

## 5. Queen's Counsel

You will not be required to contest any legal proceedings unless a Queen's Counsel or similar authority agreed upon by you and us advises that on the facts of the case such **claim** may be contested with a reasonable prospect of success.

If you and us cannot agree on the appointment of a Queen's Counsel the chairman of the Bar Council will appoint one.

## 6. USA or Canada Courts Jurisdiction

Our liability in respect of any **claim** made or brought:

- a) in the United States of America or Canada or territories under their jurisdiction
- b) under or in consequence of any judgment or order in or under the laws of the United States of America or Canada or territories under their jurisdiction will:
  - i) not exceed **limit of indemnity** stated in the schedule; and
  - ii) be in the aggregate during the period of insurance; and
  - iii) be inclusive of all claimants' costs and expenses and **defence costs** awarded or incurred in the defence of any **claim**
  - iv) form part of and not be in addition to the **limit of indemnity** stated in the schedule.

## 7. Valuation of digital replacements expenses

If *you* cannot restore *digital assets* but can only reconstitute such *digital assets* then *digital assets replacement expenses* will be limited to the actual cost *you* incur to reconstitute such *digital assets*. If *you* cannot restore or reconstitute *digital assets* then *digital assets replacement expenses* will be limited to the actual cost *you* reasonably incur to determine this to be the case.

## 8. Valuation of business income loss

It is agreed that *business income loss* and *privacy breach business income loss* will be calculated on an hourly basis based on the actual such loss *you* incur during the *period of restoration* or *privacy breach loss period* as the case may be.

In order to determine the amount of such loss payable *we* will consider *your* net profit and expenses before the *interruption of service* or *privacy event* occurred and *your* probable net profit and expenses if no *interruption of service* or *privacy event* had occurred. Provided that calculations will not include and this section does not cover net income that would likely have been earned as a result of an increase in the volume of the business due to favourable business conditions caused by the impact of any event similar to a *privacy event* or *security event* or *system failure* suffered by other businesses.

## Special conditions

### 1. Automatic acquisition

If during the period of insurance *you* acquire or form a *subsidiary company* this section will automatically apply to such *subsidiary company* and its *insured persons* from the date of such acquisition or formation.

Provided that:

- i) it is not domiciled outside the European Economic Area
- ii) it does not have *assets* which exceed 15% of *your* total *assets* as stated in *your* last published accounts
- iii) *you* notify *us* in writing within 90 days of the acquisition or formation of such *subsidiary company*
- iv) *you* provide a signed and dated proposal form and any other additional information reasonably required by *us*
- v) *you* agree to any alteration in cover provided in respect of this *subsidiary company* *we* deem necessary
- vi) any additional premium is paid when required
- vii) any cover provided for any *subsidiary company* formed or required during the period of insurance and its *insured persons* will only apply to *wrongful acts*, *privacy events* or *regulatory proceedings* occurring after *your* acquisition or formation of such *subsidiary company*.

### 2. Cessation of subsidiary companies

If during the period of insurance a *subsidiary company* ceases to be a *subsidiary company* no cover will be provided in respect of such *subsidiary company* and its *insured persons* for any *wrongful act*, any *privacy event* or *regulatory proceeding* involving such company or persons or any other loss or *claim* after the date such company ceased to be a *subsidiary company*.

### 3. Change of control

If there is a *change of control* during the period of insurance then the cover provided under this section only applies in respect of any *wrongful act*, any *privacy event* or *regulatory proceeding* occurring prior to the effective date of that *change of control*.

*You* must give written notice to *us* of the *change of control* as soon as reasonably possible.

### 4. Recoveries

Any sums recovered following payment under this policy will after the deduction of the costs incurred in the course of such recovery be distributed as follows:

- a) firstly to *you* in respect of any sum by which the amount of the loss exceeded the *limit of indemnity*
- b) secondly to *us* to the extent of the claim paid or payable
- c) finally to *you* for the amount of any *excess* applicable.

## 5. Sole agent

It is agreed that:

- a) if the **insured** comprises more than one party the person, company or entity set out as the policyholder in the schedule will act for itself and be deemed to act as the sole agent for the **insured**
- b) All parties comprising the **insured** are deemed to have consented and agreed that rights of action under this section are not assignable except with **our** prior written consent
- c) **you** have the sole right to file notice or proof of loss or make a **claim**
- d) **you** have the sole right to bring legal proceedings arising under or in connection with this section
- e) knowledge possessed or **discovery** made by any person, company or entity forming part of **you** or by any **business partner**, director, **member**, principal or officer, departmental head or other senior manager or the equivalent thereof will be deemed to constitute knowledge possessed or **discovery** made by all other persons, companies or other entities forming part of **you**.

## 6. Subrogation

Upon any payment made or to be made under any section of this section **we** will be entitled to assume conduct of all rights of recovery available to **you** and **you** will render all reasonable assistance to **us** in the prosecution of such rights including but not limited to trying to recover from the **insured company** any **excess** paid by **us**.

## Special claims conditions

### 1. Claims notification

#### a) **Your** responsibilities

It is agreed that:

- i) on the happening of any **circumstance** or on receiving verbal or written notice of any **claim you** will:
  - 1) as soon as reasonably possible give notice to **us** by writing to the following address: Financial Lines, 70 Mark Lane, London, EC3R 7NQ, emailing professional&financial.lines.newclaims@uk.zurich.com or telephoning +44(0)207 648 3523 (fax 0800 232 1921)
  - 2) as soon as reasonably possible forward to **us** any **claim**, writ or summons issued against any **insured** and any notice of prosecution, inquest or fatal inquiry; and
  - 3) at **your** own expense and as soon as reasonably possible supply full details of the **claim** in writing to **us** together with any evidence and information that may be reasonably required by **us** for the purpose of investigating or verifying the **claim** and keep **us** up to date with any future evidence and information received by **you** or reasonably required by **us**
  - 4) in the case of notification of a **circumstance** supply full particulars including all material facts, dates and persons involved and the reasons for anticipating that it is by definition a **circumstance**
- ii) on the happening of a **privacy event** as a condition precedent to any liability on **our** part to make any payment to **you** under the section **you** will:
  - 1) as soon as reasonably possible verbally notify **us** using any hotline or emergency number **we** have provided and in any event no later than 30 days after the **insured** first becomes aware of the **privacy event** give **us** written notice during the period of insurance
  - 2) take all reasonable steps to protect **computer systems, computer hardware, personal information, digital assets** or confidential corporate information from further loss or damage; and take all reasonable steps and measures to limit or mitigate **privacy breach business income loss**
  - 3) co-operate with **us** in **our** investigation and with any loss adjusters or other advisers or professionals **we** engage on **our** own or **your** behalf
  - 4) at **your** own expense and as soon as reasonably possible supply full details of any evidence and information that may reasonably be required by **us** for the purpose of investigating or verifying the **privacy event**

iii) on the happening of a **security event** or **system failure** you will:

- 1) as soon as reasonably possible verbally notify **us** using any hotline or emergency number **we** have provided and in any event no later than 30 days after the **insured** first becomes aware of the **security event** or **system failure** give **us** written notice during the period of insurance
- 2) take all reasonable steps and measures to limit or mitigate **business income loss**
- 3) provide **us** with proof of loss within 6 months of the occurrence of any such **security event** or **system failure** under this policy section or with **our** prior consent within such additional time as **you** may request such consent not to be unreasonably withheld by **us**

Provided that no legal proceedings for the recovery of any amount may be brought before the end of the 60 days after the **insured's** original proof of loss is submitted to **us** or more than 24 months after the occurrence of the **security event** or **system failure**

- iv) on the happening of a **cyber extortion threat** you will verbally notify **us** using any hotline or emergency number **we** have provided and provide **us** with written notice as soon as reasonably possible of such **cyber extortion threat** and in no event later than 30 days after the happening of such **cyber extortion threat**
- v) on the happening of any **cyberterrorism** you will verbally notify **us** using any hotline or emergency number **we** have provided and provide **us** with written notice as soon as reasonably possible and in any event no later than 30 days of **your** first having knowledge of the events in question
- vi) no settlement, admission of liability, payment or promise of payment will be made to a **third party** without **our** written consent.

## 2. Insurer rights

We will:

- a) be entitled to conduct the defence or settlement of any **claim** made against any **insured** and they will give all assistance as may be reasonably required by **us**; and
- b) be entitled to appoint legal counsel; and
- c) be entitled to take the benefit of any rights of any **insured** against any other party before or after any **insured** has received indemnification under this section and they will give all assistance as may be reasonably required by **us**; and
- d) treat any **circumstance** notified during the period of insurance which subsequently gives rise to a **claim** after the period of insurance as a **claim** first made during the period of insurance; and
- e) have the right but not the duty to defend any **regulatory proceeding**. **You** will not incur any **defence costs** in any **regulatory proceeding** without **our** prior written consent such consent not to be unreasonably withheld.

## 3. Other insurance

If at the time of any occurrence giving rise to a **circumstance** or **claim** there is any other insurance effected by or on any **insured's** behalf providing an indemnity in respect of such **discovery** or occurrence giving rise to a **circumstance** or **claim** **our** liability will be limited to its rateable proportion. If any other insurance is subject to any provision whereby it is excluded from ranking concurrently with this policy in whole or in part or from contributing proportionally **our** liability under this policy will be limited to any excess beyond the amount which would be payable under such other insurance had this policy not been effected.

## 4. Prejudice

Where in **our** opinion any **insured** has prejudiced the handling of or the settlement of any **claim** the amount payable in respect of such **claim** including **defence costs** will be reduced to such an amount as in **our** opinion would have been payable in the absence of such prejudice.

# Section N – Legal expenses

This section is only operative if stated in the schedule.

Cover under this section is underwritten by DAS Legal Expenses Insurance Company Limited. Head and registered Office: DAS House, Quay Side, Temple Back, Bristol BS1 6NH England. Registered in England and Wales, number 103274. Website: [www.das.co.uk](http://www.das.co.uk)

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

## Financial Services Compensation Scheme

**We** are covered by the Financial Services Compensation Scheme (FSCS). Compensation from the scheme may be claimed if **we** cannot meet **our** obligations. This will be dependent on the type of business and the circumstances of the claim. More information on the compensation scheme arrangements can be found on the FSCS website, [www.fscs.org.uk](http://www.fscs.org.uk)

## DAS Law Limited Head and Registered Office:

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

Registered in England and Wales, number 5417859. Website: [www.daslaw.co.uk](http://www.daslaw.co.uk)

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

## Important note

Please do not ask for help from a solicitor or accountant before this has been agreed by **us**. Costs incurred before agreement and approval by **us** will not be paid.

## Special definitions

### Appointed representative

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

### Aspect enquiry

An examination by HM Revenue & Customs which considers one or more specific aspects of **your** self-assessment and/or corporation tax return.

### Costs and expenses

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

### Countries covered

- a) For insured incidents Legal defence (excluding B5. Statutory notice appeals) and Personal injury:

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

- b) For all other insured incidents:

The **territorial limits**.

### Cross tax enquiry

A *full enquiry* which includes a review of Value Added Tax and/or Employer compliance.

### DAS standard terms of appointment

The terms and conditions including the amount **we** will pay to an *appointed representative* that apply to the relevant type of claim which could include a conditional fee agreement (no win, no fee).



### **Date of occurrence**

- a) For civil cases other than under insured incident Tax protection the date of the event that leads to a claim. If there is more than one event arising at different times from the same originating cause the date of occurrence is the date of the first of these events. (This is the date the event happened which may be before the date **you** or an **insured person** first became aware of it.)
- b) For criminal cases the date the **insured person** began or is alleged to have begun to break the law
- c) For insured incident Statutory licence appeal the date when **you** first became aware of the proposal by the relevant licensing or regulatory authority to suspend, alter the terms of, refuse to renew or cancel **your** licence, mandatory registration or British Standard Certificate of Registration
- d) For insured incident Tax protection the date when HM Revenue & Customs or the relevant authority first notifies **you** of its intention to carry out an enquiry. For **VAT disputes** or **employer compliance disputes** the date the dispute arises during the **period of insurance**
- e) For insured incident Legal defence B5 – Statutory notice appeals the date when the **insured person** is issued with the relevant notice and has the right to appeal.

### **Employer compliance dispute**

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

### **Full enquiry**

An extensive examination by HM Revenue & Customs which considers all aspects of **your** tax affairs and includes a request to examine all **your** books and records. Excludes an examination limited to one or more specific aspects of **your** self assessment and/or corporation tax return. Please refer to the definition for **aspect enquiry**.

### **Insured person**

**You** and the directors, partners, managers, **employees** and any other individuals declared to **us** by **you**.

### **Period of insurance**

The period for which **we** have agreed to cover the **insured person**.

### **Preferred law firm or tax consultancy**

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

### **Reasonable prospects**

- a) For civil cases the prospects that the **insured person** will:
  - i) recover losses or damages or a reduction in tax or National Insurance liabilities
  - ii) obtain any other legal remedy that **we** have agreed to including an enforcement of judgment
  - iii) make a successful defence or make a successful appeal or defence of an appeal

must be at least 51%.

**We** or a **preferred law firm** or **tax consultancy** on **our** behalf will assess whether there are **reasonable prospects**.

- b) For criminal cases there is no requirement for there to be prospects of a successful outcome. However for appeals the prospects must be at least 51%.

### **VAT dispute**

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



## Cover

**We** agree to provide the insurance described in this section for the *insured person* in respect of any insured incident arising in connection with the **business**.

Provided that:

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

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

Provided that:

- i) the most **we** will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is shown as the limit of indemnity stated in the schedule
- ii) the most **we** will pay in **costs and expenses** is no more than the amount we would have paid to a **preferred law firm or tax consultancy**
- iii) in respect of an appeal or the defence of an appeal **you** must tell **us** within the time limits allowed that **you** want to appeal. Before **we** pay the **costs and expenses** for appeals **we** must agree that **reasonable prospects** exist
- iv) for an enforcement of judgment to recover money and interest due to **you** after a successful claim under this section **we** must agree that **reasonable prospects** exist
- v) where an award of damages is the only legal remedy to a dispute and the cost of pursuing legal action is likely to be more than any award of damages the most **we** will pay in **costs and expenses** is the value of the likely award
- vi) in respect of insured incident Legal defence – B6. Jury service and court attendance the most **we** will pay is the **insured person's** net salary or wages for the time that the **insured person** is absent from work less any amount the court pays.

**We** will not pay:

- 1. any costs that fall outside the **DAS standard terms of appointment** if **you** decide not to use the services of a **preferred law firm or tax consultancy**
- 2. more than £1,000,000 in any one **period of insurance** in respect of all compensation awards payable by **us**
- 3. the first £500 of any contract dispute claim where the amount in dispute exceeds £5,000
- 4. more than £2,000 for claims in respect of **aspect enquiries**
- 5. the first £200 of **costs and expenses** of each and every claim in respect of **aspect enquiries**.

## Insured incidents

### A. Employment disputes and compensation awards

#### A1. Employment disputes

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

- a) before the issue of legal proceedings in a court or tribunal following the dismissal of an **employee**
- b) in unfair dismissal disputes under the ACAS Arbitration Scheme
- c) in legal proceedings in respect of any dispute relating to:
  - i) a contract of employment with **you**
  - ii) an alleged breach of the statutory rights of an **employee**, ex-**employee** or prospective **employee** under employment legislation.

**We will not pay any claim relating to:**

1. a dispute where the cause of action arises within the first 90 days of the start of this section
2. a dispute with an **employee** under a written or oral warning (formal or informal) within 180 days immediately before the start of this section if the **date of occurrence** was within the first 180 days of the start of this section
3. redundancy or alleged redundancy or unfair selection for redundancy which occurs within the first 180 days of the start of this section
4. damages for personal injury or **damage** to property
5. Transfer of Undertakings (Protection of Employment) Regulations 2006 or the Transfer of Employment (Pension Protection) Regulations 2005.

## **A2. Compensation awards**

**We will pay:**

- a) any basic and compensatory award; and/or
- b) an order for compensation following a breach of **your** statutory duties under employment legislation in respect of a claim **we** have accepted under insured incident A1.

Provided that:

- i) in cases relating to performance and/or conduct **you** have throughout the employment dispute either:
  - 1) followed the ACAS Code of Disciplinary and Grievance Procedures
  - 2) followed equivalent codes of practice issued by the Labour Relations Agency in Northern Ireland
  - 3) sought and followed advice from **our** legal advice service (Telephone 0344 893 9022)
- ii) for an order of compensation following your breach of statutory duty under employment legislation **you** have at all times sought and followed advice from **our** legal advice service since the date when **you** should have known about the employment dispute (Telephone 0344 893 9022)
- iii) for any compensation award for redundancy or alleged redundancy or unfair selection for redundancy, **you** have sought and followed advice from **our** Claims Department prior to serving notice of redundancy (Telephone 0344 893 9022)
- iv) the compensation is awarded by a tribunal or through the ACAS Arbitration Scheme under a judgment made after full argument and otherwise than by consent or default or is payable under settlement approved in writing in advance by **us**.

**We will not pay:**

1. any compensation award relating to:
  - a) trade union activities, trade union membership or non-membership
  - b) pregnancy or maternity rights, paternity, parental or adoption rights
  - c) health and safety related dismissals brought under section 44 of the Employment Rights Act 1996
  - d) statutory rights in relation to trustees of occupational pension schemes
2. any compensation award relating to non-payment of money due under a contract of employment or a statutory provision
3. any award ordered because **you** have failed to provide relevant records to **employees** under National Minimum Wage legislation
4. a compensation award or increase in a compensation award relating to failure to comply with a current or previous recommendation made by a tribunal.

### A3. Employee civil legal defence

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

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

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

### A4. Service occupancy

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

We will not pay any claim relating to defending **your** legal rights other than defending a counter-claim.

## B. Legal defence

At **your** request **we** will pay **costs and expenses** to defend the **insured person's** legal rights in the following circumstances:

### B1. Criminal pre-proceedings cover

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

### B2. Criminal prosecution defence

following an event which leads to the **insured person** being prosecuted in a court of criminal jurisdiction provided that the criminal investigations or prosecutions arise in direct connection with the **business**.

### B3. Data protection and Information Commissioner registration

- a) if civil action is taken against the **insured person** for compensation under section 13 of the Data Protection Act 1998. **We** will also pay any compensation award made against the **insured person** under section 13 of the Data Protection Act 1998
- b) in an appeal against the refusal of the Information Commissioner to register **your** application for registration provided that at the time of the insured incident **you** have registered with the Information Commissioner.

### B4. Wrongful arrest

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

### B5. Statutory notice appeals

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

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

### B6. Jury service and court attendance

**We** will pay expenses in respect of an **insured person's** absence from work:

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

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

**We** will not pay any claim related to prosecution due to infringement of road traffic laws or regulations in connection with the ownership, driving or use of a motor vehicle.

Provided that for claims under Legal Defence relating to the Health and Safety at Work etc. Act 1974 the **countries covered** will be any place where the Act applies.

### C. Statutory licence appeal

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

**We** will not cover any claim relating to:

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

### D. Contract disputes

**This insured incident is an optional cover and only operative if stated in the schedule as insured.**

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

Provided that:

- a) the amount in dispute exceeds £500 including VAT. If the amount in dispute exceeds £5,000 including VAT **you** will be responsible for the first £500 of **costs and expenses** in each and every claim
- b) if the amount in dispute is payable in instalments the instalments due and payable at the time of making the claim exceed £500 including VAT
- c) if the dispute relates to money owed to **you** a claim under this section is made within 90 days of the money becoming due and payable.

**We** will not cover any claim relating to:

- 1. a dispute arising from an agreement entered into prior to the start of this section if the **date of occurrence** is within the first 90 days of the cover provided by this section
- 2.
  - a) the settlement payable under an insurance policy (**we** will cover a dispute if **your** insurer refuses **your** claim but not for a dispute over the amount of the claim)
  - b) the sale, purchase, terms of a lease, licence, or tenancy of land or **buildings**. However **we** will cover a dispute with a professional adviser in connection with these matters
  - c) a loan, mortgage, pension, guarantee or any other financial product and choses in action
  - d) a motor vehicle owned by or hired or leased to **you** other than agreements relating to the sale of motor vehicles where **you** are engaged in the business of selling motor vehicles
- 3. a dispute with an **employee** or **ex-employee** which arises out of or relates to a contract of employment with **you**
- 4. a dispute which arises out of:
  - a) the sale or provision of computer hardware, software, systems or services
  - b) the purchase or hire of computer hardware, software, systems or services tailored by a supplier to **your** own specification
- 5. a dispute arising from a breach or alleged breach of professional duty by an **insured person**
- 6. the recovery of money and interest due from another party other than disputes where the other party indicates that a defence exists.

## E. Debt recovery

This insured incident is an optional cover and only operative if stated in the schedule as insured.

We will negotiate for **your** legal rights in a dispute relating to the recovery of money and interest due from the sale or provision of goods or services, including enforcement of judgments.

Provided that:

- a) the debt exceeds £500 including VAT
- b) a claim is made within 90 days of the money becoming due and payable
- c) **we** have the right to select the method of enforcement or to forego enforcing judgment if **we** are not satisfied that there are or will be sufficient assets available to satisfy judgment.

We will not cover any claim relating to:

1. any debt arising from an agreement entered into prior to the start of this section if the debt is due within the first 90 days of the cover provided by this section
2.
  - a) the settlement payable under an insurance policy
  - b) the sale, purchase, terms of a lease, licence or tenancy of land or **buildings**
  - c) a loan, mortgage, pension, guarantee or any other financial product and choses in action
  - d) a motor vehicle owned by or hired or leased to **you** other than agreements relating to the sale of motor vehicles where **you** are engaged in the business of selling motor vehicles
3. a dispute which arises out of the supply, hire, sale or provision of computer hardware, software, systems or services
4. the recovery of money and interest due from another party where the other party indicates that a defence exists
5. any dispute which arises from debts **you** have purchased from a third party.

## F. Property protection

We will negotiate for **your** legal rights in a civil dispute relating to material property which is owned by **you** or is **your** responsibility following:

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

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

We will not cover any claim relating to:

1. a contract **you** have entered into
2. goods in transit or goods lent or hired out
3. goods at premises other than those occupied by **you** unless the goods are at the premises for the purpose of installations or use in work to be carried out by **you**
4. mining subsidence
5. defending **your** legal rights but **we** will cover defending a counter-claim
6. a motor vehicle owned or used by or hired or leased to an **insured person** other than **damage** to motor vehicles where **you** are in the business of selling motor vehicles
7. the enforcement of a covenant by or against **you**.

## G. Personal injury

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

**We** will not cover any claim relating to:

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

## H. Tax protection

1. A **full enquiry or aspect enquiry**
2. A **cross tax enquiry**
3. An **employer compliance dispute**
4. A **VAT dispute**.

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

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

**We** will not cover any insured incident:

1. arising from tax avoidance schemes
2. caused by **your** failure to register for Value Added Tax or Pay As You Earn
3. arising from investigation or enquiries by, with or on behalf of HM Revenue & Customs Special Investigations Section, Special Civil Investigations, Criminal Investigations Unit, Criminal Taxes Unit, under Public Notice 160 or by the Revenue & Customs Prosecution Office
4. arising from import or excise duties and import VAT
5. arising from any investigation or enquiry by HM Revenue & Customs into alleged dishonesty or alleged criminal offences.

## Special exclusions

**We** will not pay for:

### 1. A dispute with DAS

a dispute with **us** not otherwise dealt with under Special condition 1

### 2. Bankruptcy

any claim where either at the start of or during the course of a claim **you**:

- a) are declared bankrupt
- b) have filed a bankruptcy petition
- c) have filed a winding-up petition
- d) have made an arrangement with **your** creditors
- e) have entered into a deed of arrangement
- f) are in liquidation
- g) part or all of **your** affairs or property are in the care or control of a receiver or administrator

### 3. Calendar date devices

any claim directly or indirectly caused by or resulting from any device failing to recognise, interpret or process any date as its true calendar date

### 4. Costs we have not agreed

**costs and expenses** incurred before **our** written acceptance of a claim

## 5. Court awards and fines

fines, penalties, compensation or damages which the *insured person* is ordered to pay by a court or other authority other than compensation awards covered under insured incidents Employment disputes and compensation awards and Legal defence

## 6. Defamation

any claim relating to written or verbal remarks that damage the *insured person's* reputation

## 7. Deliberate acts

any insured incident deliberately or intentionally caused by an *insured person*

## 8. Franchise or agency agreements

any claim relating to rights under a franchise or agency agreement entered into by **you**

## 9. Group or class actions

any claim where legal action resulting from one or more event arising at the same time or from the same originating cause which could lead to the court making a Group Litigation Order

## 10. Intellectual property rights

any claim relating to patents, copyrights, trademarks, merchandise marks, registered designs, intellectual property, secrecy and confidentiality agreements

## 11. Judicial review

**costs and expenses** arising from or relating to judicial review, coroner's inquest or fatal accident inquiry

## 12. Late reported claims

any claim reported to **us** more than 180 days after the date the *insured person* should have known about the insured incident

## 13. Legal action we have not agreed

legal action an *insured person* takes which **we** or the *appointed representative* have not agreed to or where the *insured person* does anything that hinders **us** or the *appointed representative*

## 14. Litigant in person

any claim where an *insured person* is not represented by a law firm, barrister or tax expert

## 15. Nuclear, war and terrorism risks

any claim caused by, contributed to by or arising from:

- ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel
- the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it
- war, invasion, foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup or any other act of terrorism or alleged act of terrorism as defined by the Terrorism Act 2000
- pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds

## 16. Shareholding or partnership disputes

any claim relating to a shareholding or partnership share in the **business**.

## Special conditions

### 1. Arbitration

If there is a disagreement between **you** and **us** about the handling of a claim and it is not resolved through **our** internal complaints procedure and **you** are a small business **you** can contact the Financial Ombudsman Service for help. Details available from [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk). Alternatively there is a separate arbitration process (this applies to all sizes of business). The arbitrator will be a barrister chosen jointly by **you** and **us**. If there is a disagreement over the choice of arbitrator **we** will ask the Chartered Institute of Arbitrators to decide.

### 2. Assessing and recovering costs

- An *insured person* must instruct the *appointed representative* to have **costs and expenses** taxed, assessed or audited if **we** ask for this.
- An *insured person* must take every step to recover **costs and expenses** and court attendance and jury service expenses that **we** have to pay and must pay **us** any amounts that are recovered.

### 3. Cancelling an appointed representative's appointment

If the *appointed representative* refuses to continue acting for an *insured person* with good reason or if an *insured person* dismisses the *appointed representative* without good reason the cover **we** provide will end at once unless **we** agree to appoint another *appointed representative*.



#### 4. Cancelling this section

**We** can cancel this section at any time as long as **we** tell **you** at least 14 days beforehand.

**You** can cancel this section at any time as long as **we** are told at least 14 days beforehand.

#### 5. Claims under this section by a third party

Apart from **us** only **you** may enforce all or any part of this section and the rights and interests arising from or connected with it. This means that the Contracts (Rights of Third Parties) Act 1999 does not apply to this section in relation to any third-party rights or interest.

#### 6. Expert opinion

**We** may require **you** to obtain at **your** own expense an opinion from an expert that **we** consider appropriate on the merits of the claim or proceedings or on a legal principle. The expert must be approved in advance by **us** and the cost agreed in writing between **you** and **us**. Subject to this **we** will pay the cost of obtaining the opinion if the expert's opinion indicates that it is more likely than not that **you** will:

- a) recover damages
- b) obtain any other legal remedy that **we** have agreed to
- c) make a successful defence.

#### 7. Fraudulent claims

**We** will at **our** discretion void this section (make it invalid) from its start date or from the date of claim or alleged claim or **we** will not pay the claim if:

- a) a claim the *insured person* has made to obtain benefit under this section is fraudulent or intentionally exaggerated
- b) a false declaration or statement is made in support of a claim.

#### 8. Keeping to the policy terms

An *insured person* must:

- a) keep to the terms and conditions of this section
- b) take reasonable steps to avoid and prevent claims
- c) take reasonable steps to avoid incurring unnecessary costs
- d) send everything **we** ask for in writing; and
- e) report to **us** full and factual details of any claim as soon as possible and give **us** any information **we** need.

#### 9. Law that applies

This section is governed by the law that applies in the part of the United Kingdom, Channel Islands or Isle of Man where the **business** is registered. Otherwise the law of England and Wales applies.

All Acts of Parliament mentioned in this section include equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands as appropriate.

#### 10. Offers to settle a claim

- a) An *insured person* must tell **us** if anyone offers to settle a claim and must not negotiate or agree to any settlement without **our** written consent
- b) If an *insured person* does not accept a reasonable offer to settle a claim **we** may refuse to pay further **costs and expenses**
- c) **We** may decide to pay an *insured person* the reasonable value of the claim that the *insured person* is claiming or is being claimed against them instead of starting or continuing legal action. In these circumstances an *insured person* must allow **us** to take over and pursue or settle a claim in their name. An *insured person* must allow **us** to pursue at **our** own expense and for their benefit any claim for compensation against any other person and an *insured person* must give **us** all the information and help **we** need to do so
- d) Where a settlement is made on a without-costs basis **we** will decide what proportion of that settlement will be regarded as **costs and expenses** and payable to **us**.

#### 11. Other insurances

If any claim covered under this section is also covered by another policy or would have been covered if this section did not exist **we** will only pay **our** share of the claim even if the other insurer refuses the claim.

## 12. Your representation

- a) On receiving a claim if representation is necessary **we** will appoint a **preferred law firm** or **tax consultancy** or in-house lawyer as **your appointed representative** to deal with **your** claim. They will try to settle **your** claim by negotiation without having to go to court
- b) If the appointed **preferred law firm** or **tax consultancy** or **our** in-house lawyer cannot negotiate settlement of **your** claim and it is necessary to go to court and legal proceedings are issued or there is a conflict of interest then **you** may choose a law firm or tax expert to act as the **appointed representative**. **We** will choose the **appointed representative** to represent **you** in any proceedings where **we** are liable to pay a compensation award
- c) If **you** choose a law firm as **your appointed representative** that is not a **preferred law firm** or **tax consultancy** **we** will give **your** choice of law firm the opportunity to act on the same terms as a **preferred law firm** or **tax consultancy**. However if they refuse to act on this basis the most **we** will pay is the amount **we** would have paid if they had agreed to the **DAS standard terms of appointment**
- d) The **appointed representative** must co-operate with **us** at all times and must keep **us** up to date with the progress of the claim.

## 13. Your responsibilities

An **insured person** must:

- a) co-operate fully with **us** and the **appointed representative**
- b) give the **appointed representative** any instructions that **we** ask **you** to.

## 14. Withdrawing cover

If an **insured person** settles a claim or withdraws their claim without **our** agreement or does not give suitable instructions to the **appointed representative** **we** can withdraw cover and will be entitled to reclaim any **costs and expenses** **we** have paid.

## Data protection

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

**We** may collect personal details, including the **insured person's** name, address and, on occasion their medical records. This is for the purpose of managing the **insured person's** products and services, and this may include underwriting, claims handling and providing legal advice.

## Who we are

**DAS** is part of DAS UK Holdings Limited (DAS UK Group). The uses of the **insured person's** personal data by **us** and members of the DAS UK Group are covered by **our** individual company registrations with the Information Commissioner's Office.

## How we will use your information

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

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

## How to make a complaint

We always aim to give you a high quality service. If you think we have let you down, you can contact us by:

- phoning **0344 893 9013**
- emailing **customerrelations@das.co.uk**
- writing to the **Customer Relations Department, DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol, BS1 6NH**
- completing our online complaint form at **www.das.co.uk/about-das/complaints**

Further details of our internal complaint-handling procedures are available on request.

If you are not happy with the complaint outcome or if we've been unable to respond to your complaint within 8 weeks, you can ask the Financial Ombudsman Service for a free and independent review of your complaint.

You can contact them by:

- phoning **0800 023 4567** (free from mobile phones and landlines) or **0300 123 9123**
- emailing **complaint.info@financial-ombudsman.org.uk**
- writing to **The Financial Ombudsman Service, Exchange Tower, London, E14 9SR.**

Further information is available on their website: **www.financial-ombudsman.org.uk**.

The Financial Ombudsman's role is to assess our handling of a claim in light of the policy terms. It is not to assess the quality of legal advice. If you are unhappy with the service provided by an **appointed representative** the relevant complaint-handling procedure is available on request.

## Helping you with your legal problems

If you wish to speak to our legal teams about a legal problem, please phone us on 0344 893 9022. We will ask you about your legal issue and if necessary call back to give legal advice.

## Making a claim

If your issue cannot be dealt with through legal advice and needs to be dealt with as a potential claim under this policy, phone us on 0344 893 9022 and we will give you a reference number. At this point we will not be able to tell you whether the claim is covered or not but we will pass the information you have given us to our claims handling teams and explain what to do next.

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

# Section O – Personal accident

This section is only operative if stated in the schedule.

## Special definitions

### **Bodily injury**

Bodily injury which is caused by an **event**.

### **Channel Islands**

Jersey, Guernsey, Alderney, Sark, Herm, Jethou and Brecqhou.

### **Country of permanent residence**

The country where a **person insured** resides indefinitely or where a **person insured** has the intent to reside indefinitely.

For the purpose of this definition the **Channel Islands** as a single group of territories, the Isle of Man and the **United Kingdom** will each be treated as separate and distinct countries.

### **Country of secondment**

The country where a **person insured**:

- a) temporarily resides under a contract of employment with **you**
- b) undertakes an activity on **your** behalf and at **your** request

for more than 6 months and agreed by **us** in a country of secondment endorsement attached to and forming part of this policy.

For the purpose of this definition the **Channel Islands** as a single group of territories, the Isle of Man and the **United Kingdom** will each be treated as separate and distinct countries.

### **Deferment period**

The beginning of a period of temporary disablement during which compensation for **temporary total disablement** will not be payable.

### **Director**

Any person holding the position of director with **you** excluding any non-executive director unless specifically agreed with **our** written consent.

### **Event**

A sudden, unforeseen and identifiable occurrence.

Any events or series of events consequent upon or attributable to one source or original cause will be regarded as a single event for the purposes of this policy where they occur within a 20 kilometres radius and within 72 consecutive hours of the one source or original cause.

### **Event aggregate limit**

The maximum amount for which **we** can be held liable in respect of any claims for **bodily injury** arising out of any one **event**.

### **Hijack**

The unlawful seizure or taking control of a conveyance in which the **person insured** is travelling.

### **Journey**

A **business** journey not exceeding 30 days in duration authorised by **you** and undertaken by an **person insured** and commencing during the period of insurance.

### **Kidnap**

The unlawful abduction and detention of a **person insured** against their will.

### **Medical expenses**

Any reasonable costs necessarily incurred for medical, surgical or other diagnostic or remedial treatment given or prescribed by a qualified **medical practitioner** and any hospital, nursing home or ambulance charges.

Dental, optical expenses and routine pregnancy expenses are excluded unless incurred as the result of an emergency.

### **Medical practitioner**

Any legally qualified medical practitioner other than a **person insured**, a member of the immediate family of a **person insured** or a non-executive director of **you**, a **director** or **employee**.

### **Multi-engined aeroplane limit**

Our maximum liability in respect of all claims for **bodily injury** arising out of any one **event** involving the same multi-engined aeroplane as stated in special provision 3.

### **Operative time**

24 hours per day.

### **Other forms of aerial transport limit**

The maximum amount for which **we** can be held liable in respect of all claims for **bodily injury** arising out of any one **event** involving the same aircraft (not being a multi-engined aeroplane) as stated in special provision 3.

### **Temporary total disablement**

Temporary disablement which totally prevents the **person insured** from engaging in any elements of their **usual occupation**.

### **United Kingdom**

England, Scotland, Wales and Northern Ireland.

### **Usual occupation**

The main occupation of the **person insured** for which they are suited by training and qualifications under a contract of employment with **you**.

### **War**

Armed conflict between nations including forces acting for any international authority whether war be declared or not, invasion, civil war, any attempt to usurp power or any activity arising out of an attempt to participate in military force between nations.

## Cover

If a **person insured** sustains **bodily injury** during the **operative time** that within 24 months solely and independently of any other cause results in accidental death or accidental disablement **we** will pay **you** the appropriate benefit stated in the schedule.

Provided that:

- a) benefit 5 will be payable for a maximum of 104 weeks and is subject to a **deferment period** of 7 days
- b) in respect of any one **person insured** a benefit will not be payable under more than one of benefits 1 to 4. Any benefit payable under benefit 5 will immediately cease should a benefit under one of benefits 1 to 4 subsequently be payable by **us** to **you**
- c) in respect of a **person insured** under the age of 16 the maximum compensation payable under benefit 1 will not exceed £25,000 or the amount stated in the schedule whichever is the lesser.
- d) in respect of an **insured person** over the age of 85 the maximum compensation payable under benefit 1 will not exceed £50,000 or the amount stated in the schedule whichever is the lesser.

**We** will settle **your** claim in accordance with the Claims conditions.

## Additional cover extensions applicable to Section O – Personal accident

### 1. Disappearance

If a **person insured** disappears and after a suitable period of time as judged reasonable by the appropriate legal authority it is reasonable to believe that the **person insured's** death resulted from **bodily injury** during the **operative time** we will pay **you** the amount stated under benefit 1 in the schedule. If it later transpires that the **person insured** has not died any amount paid will be refunded by **you** to **us**.

### 2. Exposure

If a **person insured** suffers unavoidable exposure to the elements during the **operative time** that within 24 months solely and independently of any other cause results in death or disablement we will pay **you** in accordance with the benefits stated in the schedule.

### 3. Funeral costs

If a payment is made under benefit 1 we will pay **you** up to £5,000 for reasonable funeral expenses.

We will not be liable for more than the **event aggregate limit** stated in special provision 2.

### 4. Hijack or kidnap

If a **person insured** is the victim of **hijack** or **kidnap** during the **operative time** the cover provided under this section will remain in force until the **person insured** has returned to their **country of permanent residence** or **country of secondment** or until a period of 12 months from the date of the **hijack** or **kidnap** has expired whichever will occur first.

### 5. Medical costs

If a **person insured** incurs **medical expenses** as a result of **bodily injury** sustained during the **operative time** we will pay **you** up to 20% of the amounts paid under benefits 1 to 4 inclusive or 30% of the amounts paid under benefit 5 whichever is the greater but not exceeding £5,000.

### 6. Rehabilitation support

Where a **person insured** suffers **bodily injury** resulting in disablement for which we agree to pay a benefit under this section we will at our discretion for a maximum period of 12 months from the date of the disablement enlist the services of Zurich Medical Management to:

- a) carry out by telephone an initial medical assessment of the **person insured** in conjunction with the **person insured's** medical advisers and discuss options for beneficial medical, prosthetic and counselling services
- b) provide support to the **person insured** during the recovery period:
  - i) to minimise the effects of their **bodily injury**; and
  - ii) to follow the agreed rehabilitation plan; and
  - iii) to advise on and coordinate a return to work plan.

Provided that **you** or the **person insured** will bear the cost of any treatment or other services taken up as a result of any support or arrangements offered or made by Zurich Medical Management.

## Special exclusions

This section does not cover any expense or loss arising from:

### 1. Active service

A **person insured** engaging in active service in any of the armed forces of any nation

### 2. Excluded causes

any sickness or disease, any naturally occurring or degenerative condition, any gradually operating cause or post-traumatic stress disorder excluding a direct result of **bodily injury** caused by an **event**

### 3. Excluded travel to dangerous or unsettled areas

a **journey** to the following countries or specific areas of countries:

Afghanistan, Iran, Iraq, Somalia, Yemen, Israeli occupied Territories

### 4. Non passenger air travel

a **person insured** engaging in aviation as a pilot of a fixed wing or rotary propelled aircraft

### 5. Suicide or self-injury

a **person insured** committing or attempting to commit suicide or intentionally inflicting self-injury

### 6. War risks

**war** within the **person insured's country of permanent residence** or **country of secondment**.

## Special provisions

### 1. Any one person insured maximum benefit

The maximum payable under this section is as follows:

Maximum benefit any one <b>person insured</b> Benefits 1 to 4	As stated in the schedule.
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Maximum benefit any one <b>person insured</b> Benefit 5	As stated in the schedule.
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### 2. Event aggregate limitation

The maximum payable under this section as the **event aggregate limit** is £5,000,000.

Provided that if the total amount of any claims for **bodily injury** arising out of any one **event** exceeds the **event aggregate limit** each individual claim will be proportionately reduced until the total value of any claims does not exceed the **event aggregate limit**.

### 3. Multi-engined aeroplane and other forms of aerial transport limitation

The maximum payable under this section is as follows:

<b>Multi-engined aeroplane limit</b>	£1,000,000
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<b>Other forms of aerial transport limit</b>	£500,000
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Provided that if the total amount of any claims for **bodily injury** arising out of any one **event** involving the same:

- multi-engined aeroplane exceeds the **multi-engined aeroplane limit** each individual claim will be proportionately reduced until the total value of any claims does not exceed the **multi-engined aeroplane limit**
- aircraft, not being a multi-engined aeroplane, exceeds the other forms of aerial transport limit each individual claim will be proportionately reduced until the total value of any claims does not exceed the **other forms of aerial transport limit**.



## Special conditions

### 1. Interest

No sum payable under Section O will carry interest.

### 2. Reasonable care

**You** and any **person insured** will exercise reasonable care to avoid or diminish any loss or any circumstances likely to give rise to a claim under this section.

### 3. Third party rights

A person who is not a party to this contract including specifically a **person insured** has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract.

## Special claims condition

1. Upon learning of any circumstances likely to give rise to a claim **you** must:

a) i) give notice to **us** as soon as reasonably possible by contacting **us** via one of the following options:

**Phone:** +44 (0)800 0260 184

**Email:** a&hclaims@uk.zurich.com

**Post:** Zurich Accident and Health Claims, 3000 Parkway, Whiteley, Fareham, United Kingdom PO15 7JZ

ii) make no admission of liability without **our** prior written consent

iii) provide **us** or **our** appointed representatives with:

1) any necessary assistance in a timely manner

2) any information reasonably required

3) any documentation and records necessary to representatives any letter, writ or other document received in respect of any claim made under this policy

iv) assist and concur with any reasonable arrangements for **our** medical advisers to examine a **person insured** in respect of which a claim has arisen; and

b) as often as may be reasonably required provide a statutory declaration sworn before a solicitor, justice of the peace or notary public named by **us** on any matters connected with a claim at a reasonable time and place as **we** may designate.

No act by **us** or **our** representatives in respect of any investigation will be deemed a waiver of any defence which **we** might otherwise have. Any acts will be deemed to have been made without prejudice to **our** liability.

# Section P – Contractors’ ‘all risks’

## Special definitions

### **Completion**

Completion apart from a prospective purchaser’s or tenant’s choice of decorations and final fitments.

### **Contract**

The agreement under which the **contract works** are undertaken.

### **Contract price**

The original estimated value of the **contract works** including the value of any free issue materials supplied by the **principal** or their agents at commencement of the **contract**.

### **Contract site**

As stated in the schedule.

### **Contract works**

The permanent and temporary works executed in performance of the **contract** and materials for use in connection therewith.

### **Employees’ personal tools and effects**

Personal tools and effects the property of **your employees** other than motor vehicles, precious metals, precious stones or articles made therefrom or **money**.

### **Hired-in plant**

Contractors’ plant hired-in by **you** but not on hire purchase or free loan to **you** comprising all types of contractors’ plant including scaffolding, temporary buildings and their contents other than **money** or as more specifically described by endorsement in the schedule.

### **Nuclear material**

- a) Nuclear fuel other than natural uranium and depleted uranium capable of producing energy by a self-sustaining chain process of nuclear fission outside a nuclear reactor either alone or in combination with some other material
- b) radioactive products or waste produced in or any material made radioactive by exposure to the radiation incidental to the production or use of nuclear fuel not including fabricated radioisotopes.

### **Nuclear reactor**

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

### **Owned plant**

Contractors’ plant belonging to **you** or on hire purchase, free loan or leased to **you** comprising all types of contractors’ plant including scaffolding, temporary buildings and their contents other than **money** or as more specifically described by endorsement in the schedule.

### **Production use or storage of nuclear material**

The production, manufacture, enrichment, conditioning, processing, reprocessing, use, storage, handling and disposal of **nuclear material**.

### **Property**

Physical property.

### **Vitiating act**

Any instance of fraud, material misrepresentation, material non-disclosure or breach of any condition of this policy.

## Sub-section P1 – Contract works

This sub-section is only operative if stated in the schedule.

### Cover

The insurance under this section is in respect of **damage** to the **contract works** occurring:

- a) while in transit other than by sea or air within the **territorial limits** to or from the **contract site**
- b) while on the **contract site** or adjacent thereto until the issue of a certificate of completion or until taken over by the principal and for 14 days thereafter where **you** are required to insure under the terms of the **contract**
- c) during the period of maintenance or defects liability not exceeding 12 months:
  - i) arising from a cause occurring prior to the commencement of such period
  - ii) occasioned by the contractor in the course of any operations carried out by them for the purpose of complying with their obligations under the maintenance or defects liability clause in the **contract**.

Provided that **you** will demonstrate that any **damage** which is first revealed during the period of maintenance or defects liability is **your** responsibility under the terms of the **contract**.

### Additional cover extensions applicable to Sub-section P1 – Contract works

#### 1. Expediting expenses

**We** will pay the reasonable costs necessarily incurred by **you** in making temporary repairs and expediting permanent repair including overtime working and the use of rapid transport in consequence of **damage** to the **contract works** for which **you** are indemnified under this section.

Provided that the amount payable will not exceed 50% of the cost of repair had such costs not been incurred.

#### 2. Free-issue materials

This section includes free-issue materials supplied by the principal or their agents and for which **you** are responsible under the terms of the **contract** provided that the total value of all such free-issue materials is included in any declaration made to **us**.

#### 3. Joint names/multiple insureds

This section includes any party in a like manner to **you** were required by the conditions of the **contract**. If there is more than one insured party each operating as a separate and distinct entity then this section of this policy will apply in the same manner and to the same extent as if individual policies had been issued to each party.

Provided that:

- a) **our** total liability to all of the insured parties collectively will not exceed the limits of indemnity including any inner limits stated in this section or by endorsement
- b) any payment or payments by **us** to any one or more insured parties will reduce to the extent of that payment **our** liability to all parties arising from any one event giving rise to a claim under this section
- c) the insured parties will at all times preserve any contractual rights and agreements entered into by the insured parties and the contractual remedies of such parties in the event of **damage**
- d) **we** will be entitled to avoid liability to or claim **damages** from any of the insured parties where such party has committed a **vitiating act**
- e) this clause will only apply in respect of **contracts** undertaken in the **territorial limits**.

It is agreed that:

- i) a **vitiating act** committed by one insured party will not prejudice the right to indemnity of any other insured party who has an insurable interest and who has not committed a **vitiating act**
- ii) **we** will waive all rights of subrogation which **we** may have or acquire against any insured party except where the rights of subrogation or recourse are required in consequence of or otherwise following a **vitiating act**.

#### 4. Offsite storage

This section includes **damage** as herein provided to the **property** insured while in store at any situation within the **territorial limits** other than the **contract site** but not where the value of the **property** insured in store exceeds £250,000 unless **our** prior written consent has been obtained.

Provided that **you** are responsible for such **damage** under the terms of the **contract**.

#### 5. Plans

This section includes the cost of rewriting or redrawing documents, drawings and business books in consequence of **damage** insured under this section but only for the value of the materials as stationery and the cost of clerical labour in writing up and not for the value of the information contained therein.

Provided that the amount payable will not exceed one per cent of the contract price or £50,000 whichever is the greater.

#### 6. Professional fees

This section includes the reasonable cost of architects', surveyors', consulting engineers' and other professional fees necessarily incurred in the reinstatement of the **property** insured following **damage** to the **contract works** for which **you** are indemnified under this section but not fees for preparing any claim.

Provided that the amount payable will not exceed those authorised by the appropriate professional body.

#### 7. Public authorities

This section includes the additional cost of reinstatement following **damage** to **property** insured for which **you** are indemnified under this section solely to comply with any regulations arising out of an Act of Parliament or with bye-laws of any municipal or local authority or European Union directive.

Provided that:

- a) reinstatement is carried out without delay and may be carried out upon another site subject to **our** liability not being increased thereby
- b) the amount recoverable under this clause will not include:
  - i) the costs incurred in complying with regulations or bye-laws intimated to **you** prior to the happening of the **damage**
  - ii) the costs incurred in respect of undamaged **property**
  - iii) the amount of any rate, tax, duty, development or other charge which may become payable following compliance with such regulations or bye-laws.

#### 8. Show property contents

This section includes the contents of any show property for which **you** are responsible on the **contract site** until:

- a) the date such show property is sold or let; or
- b) three months after the date of **completion** of the last property on the **contract site** whichever is the earlier.

Provided that:

- a) the amount payable will not exceed £50,000 in respect of the contents of any one show property; and
- b) **we** will not be liable for **damage** to any items of audio-visual equipment, computers, works of art, or antiques.

## 9. Speculative development including show properties

This section includes **property** being built or erected by **you** other than under contract. In respect of such **property** cover will cease to apply:

- a) in respect of flats or maisonettes from:
  - i) the date on which more specific insurance is arranged; or
  - ii) three months after the date of **completion** of the work of building or erecting the last property in that block of flats or maisonettes

whichever is the earlier

- b) in respect of other **property** from:

- i) the date such property is sold or let; or
- ii) three months after the date of **completion** of the work of building or erecting the last property on the **contract site**

whichever is the earlier.

## 10. Subcontractors waiver

In respect of **damage** to the **property** insured in so far as is required by the subcontract **we** will not pursue any rights of subrogation against subcontractors directly engaged by **you**.

## Special exclusions applicable to Sub-section P1 – Contract works

This sub-section does not cover:

### 1. Breakdown

**damage** to any item of machinery caused by its own breakdown or explosion.

This exclusion will not apply to machinery forming part of the **contract works** while undergoing testing and commissioning provided that:

- a) **you** are responsible for such **damage** under the terms of the **contract**
- b) such machinery is new and unused at the commencement of the **contract**
- c) **damage** occurs within 14 days from the start of testing or commissioning

### 2. Existing structures

**damage** to any **property** forming or which has formed part of any existing structure prior to the commencement of the Contract or speculative development as provided for under extension 9

### 3. Limited defective condition (DE3)

the cost of repairing, replacing or rectifying any:

- a) **property** insured which is in a defective condition due to a defect in design, plan, specification, materials or workmanship of such **property** insured or any part thereof but this will not apply to other **property** insured which is free of the defective condition but is damaged as a consequence thereof
- b) **property** insured lost or damaged to enable the repair, replacement or rectification of **property** insured excluded by a) above.

For the purpose of this section and not merely this special exclusion the **property** insured will not be regarded as suffering damage solely by virtue of the existence of any defect in design, plan, specification, materials or workmanship in the **property** insured or part thereof

### 4. Non-ferrous metals

theft of unfixed non-ferrous metals of any description unless at the time of the theft either:

- a) an authorised **employee** or agent of **yours** is actually on site
- b) such **property** is contained in a securely locked hut or building

### 5. Normal upkeep

the cost of normal upkeep or normal making good

## 6. Occupation of the works

**damage** due to the use or occupancy other than as dwellings or offices of any portion of the permanent works by any owner, tenant or occupier other than as herein provided

## 7. Relief under contract

**damage** for which **you** are relieved of responsibility by the conditions of the **contract**.

### Special provisions applicable to Sub-section P1 – Contract works

#### 1. Automatic increase in sum insured

If the **contract price** increases after commencement of the **contract** to an amount in excess of the sum insured stated in the schedule the sum insured will be automatically increased by up to 25% in respect of any such **contract**.

#### 2. Automatic reinstatement of sum insured

Where the sum insured is reduced by payment made hereunder the sum insured will be reinstated provided that **you** pay such additional premium as may be required by **us** which additional premium will be disregarded for the purpose of any adjustment of premium under this section.

#### 3. Limit of indemnity

The most **we** will pay under this section will not exceed in addition to the amounts stated in Additional cover extensions applicable to the whole of Section P the sum insured stated in the schedule.

### Sub-section P2 – Employees' personal tools and effects

This sub-section is only operative if stated in the schedule.

#### Cover

The insurance under this section is in respect of **damage** to **employees' personal tools and effects** while on the **contract site** or adjacent thereto.

The most **we** will pay is:

- a) in respect of any one item of **property** insured the market value of the item at the time of the **damage**
- b) in respect of any one **employee** the limit stated on the schedule
- c) the sum insured stated in the schedule.

### Sub-section P3 – Owned plant

This sub-section is only operative if stated in the schedule.

#### Cover

The insurance under this section is in respect of **damage** to **owned plant** while at any situation within the **territorial limits** and while in transit other than by sea or air between such situations

### Special exclusions applicable to Sub-section P3 – Owned plant

This sub-section does not cover:

#### 1. Attachments

**damage** to cutting edges, tools, trailing cables or flexible pipes other than when such **damage** results from the total loss of the complete item or items of insured plant

#### 2. Breakdown

**damage** to any item of plant caused by its own breakdown or explosion but not **damage** by any ensuing cause otherwise indemnifiable under this section

#### 3. Materials treated

**damage** caused by or arising out of materials treated by insured plant or by foreign bodies entering the plant with such materials.

## Special provision applicable to Sub-section P3 – Owned plant

### 1. Limit of indemnity

The most **we** will pay under this section will not exceed in addition to the amounts stated in Additional cover extensions applicable to the whole of Section P:

- a) in respect of any one item of **property** insured the market value of the item at the time of the **damage**
- b) the sum insured stated in the schedule.

## Sub-section P4 – Hired-in plant

This sub-section is only operative if stated in the schedule.

### Cover

The insurance under this section is in respect of **your** legal liability under the terms of any hiring agreement or otherwise to pay:

- a) compensation for **damage** to **hired-in plant** while in **your** custody or under **your** control at any situation within the **territorial limits** and while in transit other than by sea or air between such situations
- b) continuing hire charges in consequence of **damage** covered under a) above.

## Special provision applicable to Sub-section P4 – Hired-in plant

### 1. Limit of indemnity

The most **we** will pay under this section will not exceed in addition to the amounts stated in Additional cover extensions applicable to the whole of Section P:

- a) in respect of **hired-in plant** the sum insured stated in the schedule
- b) in respect of continuing hire charges the sum insured stated in the schedule provided that the period in respect of which payment is made hereunder will commence 24 hours after the occurrence of the **damage** and be limited to the indemnity period stated in the schedule.

In addition **we** will where legal proceedings have been defended with **our** written consent pay all legal charges for which **you** may be liable.

## Additional cover extensions applicable to the whole of Section P

The insurance under Sub-sections P1, P2, P3 and P4 includes the following additional covers.

### 1. Debris removal

**We** will pay **you** in respect of the reasonable costs and expenses necessarily incurred by **you** with **our** consent in:

- a) removing debris
- b) dismantling and/or demolishing
- c) shoring up propping and fencing off
- d) repairing or cleaning drains, sewers, service mains and the like and/or dewatering
- e) temporary boarding up of windows following breakage of glass following **damage** for which **you** are indemnified under this section.

Provided that the amount payable will not exceed 10% of the limit of indemnity in respect of sub-section P1 – Contract works or £25,000 whichever is the greater.

### 2. Munitions of war

**We** will pay **you** in respect of **damage** to **property** insured caused by munitions of war provided that the presence of such munitions does not result from a state of war current at the time of such **damage**.



### 3. Recovery costs

In respect of **owned plant** and **hired-in plant** we will pay **you** for the reasonable costs necessarily incurred by **you** to recover any item of insured plant which has become accidentally immobilised during normal operation.

Provided that:

- a) such costs do not exceed the sum that would have otherwise been payable under the terms of this policy had such costs not been incurred
- b) **we** will not be liable in respect of the cost of rectifying electrical or mechanical breakdown or derangement in order to effect recovery of insured plant
- c) **we** will not be liable under this clause in respect of the cost of recovering plant situated underground.

### Special exclusions applicable to the whole of Section P

This section does not cover:

#### 1. Consequential loss

liquidated damages, penalties for delay or detention or in connection with guarantees of performance or efficiency or consequential loss or **damage** not specifically provided for herein

#### 2. Excess

the **excess** stated in the schedule in respect of each and every occurrence of **damage** for which **you** are indemnified under this section. any **damage** to the **property** insured arising on any **contract site** during any one period of 72 consecutive hours within the period of insurance caused by earthquake, storm, tempest or flood will be deemed to constitute one occurrence.

The commencement of any such period will be decided by **you** it being agreed that there will be no overlapping of any 2 or more such periods

#### 3. Inventory losses or unexplained disappearance

loss of the **property** insured by its disappearance or by shortage if such disappearance or shortage is only revealed when an inventory is made or loss of the **property** insured due to its being stolen or otherwise missing unless such loss is identifiable by **you** with a specific occurrence which has been the subject of notification under the terms of general condition 3 including reporting the matter to the police

#### 4. Motor vehicles

**damage** to any mechanically propelled vehicle or an attached trailer but this exclusion does not apply to any vehicle which is:

- a) not licensed for road use and used in circumstances which do not require insurance or security under any Road Traffic Act legislation
- b) designed or adapted primarily for use as a tool of trade

#### 5. Multiple lifts

**damage** arising out of any raising or lowering operations in which a single load is shared between items of lifting and handling plant unless such operations are carried out in accordance with British Standard Code of Practice for the Safe Use of Cranes – BS7121

#### 6. Nuclear site risks

**damage** to any:

- a) **nuclear material**
- b) property in the high radioactivity zone of a nuclear reactor or in any area where the level of radioactivity requires the provision of a biological shield
- c) other than property described by part b) of this exclusion for construction, erection, installation, repair, maintenance or decommissioning of or in or on any building or plant which has been used, is used or is designated to be used for the **production use or storage of nuclear material** other than with **our** prior consent

#### 7. Pollution

**damage** caused by pollution or contamination other than **damage** to the **property** insured caused by pollution or contamination

## 8. Terrorism

**damage**, consequential loss, cost or expense directly or indirectly caused by or contributed to by resulting from or arising out of or in connection with **terrorism**. In any action or suit or other proceedings where **we** allege that by reason of this exclusion cover is not provided under this section the burden of proving that cover is provided under this section will be upon **you**

## 9. Waterborne risks

**damage** to any airborne or waterborne vessel or craft, marine rig, platform or **property** situated on any such vessel, craft, rig or platform.

This exclusion will not apply to **property** situated on any such vessel, craft, rig or platform while being used on inland waterways or canals

## 10. Wear and tear

the cost of rectification or making good of wear and tear, mildew, gradual deterioration due to atmospheric conditions or otherwise, rust, corrosion or oxidation or scratching of painted or polished surfaces

## 11. Wilful act

**damage** caused by **your** wilful act or wilful neglect.

## Special provision applicable to the whole of Section P

### 1. Payments on account

At **our** discretion payments on account may be made to **you** following indemnifiable **damage** under this policy but in no case will any payment exceed **our** liability in respect of such **damage**.

## Special conditions applicable to the whole of Section P

### 1. Hiring out

In the case of **owned plant** or **hired-in plant** hired out by **you** the conditions of such hiring will be no less onerous than the standard conditions of The Construction Plant-Hire Association unless specifically agreed by **us**.

### 2. Joint Code of Practice

In respect of all **contracts** for which the estimated **contract price** is £2,500,000 or more **you** undertake to comply with The Joint Code of Practice on the Protection from Fire of Construction Sites and Buildings Undergoing Renovation referred to as '**the joint code**'.

For the purpose of **the joint code** if the estimated **contract price** exceeds £20,000,000 it will be deemed to be a large project.

**Our** appointed representative will have the right at all reasonable times to enter and inspect the **contract site** for the purpose of checking whether the conditions thereon in all respects comply with **the joint code**.

In the event that **we** become aware of a breach of **the joint code** **we** may inform the main/management contractor's site management of the nature of the breach specifying the remedial measures required by **us**, referred to as '**remedial measures**', and the period within which these must be completed.

Where **we** consider such a breach is of sufficient importance **we** may confirm the same by notice in writing referred to as '**notice**' to the Principal and the main/management contractor at their respective addresses. Under the terms of this or any subsequent **notice** **we** may suspend or cancel all cover at the **contract site** concerned from the date named in the **notice** not being a date earlier than the date named for completion of the **remedial measures** it being understood that upon suspension such cover will be reinstated when **we** are satisfied that the **remedial measures** have been completed. Such **notice** will be given by registered post, recorded delivery, facsimile transmission or by hand.

This condition will not in itself be considered a condition precedent to liability but its inclusion will not prejudice, waive or remove **our** rights under the terms of this policy.

This condition does not apply to any public liability, employers' liability or 21.2.1 insurance provided by **us**.

In the event of cancellation only **we** agree to return to **you** a pro-rata proportion of the relevant part of the policy premium.

### 3. Overload testing

Any form of testing involving abnormal stresses or intentional overloading on **owned plant** or **hired-in plant** will be undertaken in accordance with the British Standard Code of Practice for the Safe Use of Cranes – BS7121 or alternatively **you** will bear all losses arising out of such testing.

#### 4. Series defects

If the development or discovery of a defect in any part of the **contract works** indicates or suggests that similar defects exist in other parts of the **contract works** you will forthwith investigate and if necessary rectify the defects in such other parts at **your** own expense or alternatively bear all losses arising out of the said defects.

#### 5. Stoppage of work

In the event of stoppage of work by **you** on the **contract site** from any cause for a period of 3 consecutive months cover for **contract works** will be suspended unless otherwise agreed in writing by **us**.

In the event of such total or partial cessation of work **you** will use due diligence and do all things reasonably practicable to protect the **property** insured.

### Claims condition applicable to the whole of Section P

#### 1. Claim settlement

**We** will have the right to settle a claim by:

- a) the payment of money
- b) reinstatement or replacement of the **property** lost or damaged
- c) repair of the **property** lost or damaged.

If **we** decide to settle a claim by reinstatement, replacement or repair of **property** insured **we** will do so in a reasonable manner but not necessarily to its exact previous condition or appearance.

**We** will not spend on one item more than its sum insured.

**We** will not be responsible for temporary repairs carried out without **our** consent unless such temporary repairs are carried out under Sub-section P1 additional cover extension 2 – Expediting expenses or any consequences thereof nor for the cost of any alterations, additions, improvements or overhauls carried out on the occasion of a repair.

Where **damage** is confined to a part of an item of **property** insured **we** will be liable only for the value of that part plus the cost of any necessary dismantling and erection for which **you** are responsible.

**We** will have the right to the salvage of any **property** insured.

# General exclusions

The following exclusions do not apply to Sections J – Employers' liability, N – Legal expenses and O – Personal accident. Otherwise they apply to the remainder of this policy except as stated below.

Other special exclusions that may be applicable to a section of cover will be set out in the section of cover.

This policy does not cover:

## 1. Date related performance and functionality

Not applicable to the Personal Injury under Section C – Money

loss or **damage**, **consequential loss**, additional expenditure or extra expenses, legal liability, fees, costs, disbursements, awards or other expenses of whatsoever nature directly or indirectly caused by or contributed to by or consisting of or arising in whole or in part from:

- a) the way in which any **data processing system** responds to or deals with or fails to respond to or fails to deal with any true calendar date
- b) any **data processing system** responding to or dealing in any way with:
  - i) any data denoting a calendar date or dates as if the data did not denote a calendar date or dates
  - ii) any data not denoting a calendar date or dates as if the data denoted a calendar date or dates

whether the **data processing system** is **your** property or not but in respect of all insurances other than Section K – Public and products liability this will not exclude subsequent **damage** or **consequential loss**, additional expenditure or extra expenses not otherwise excluded which itself results from a **defined peril** otherwise covered under this policy.

## 2. Electronic risks

Applicable to Sections A – Material damage 'all risks', B – Business interruption and book debts, D – Deterioration of stock, E – Engineering breakdown, I – Specified items 'all risks' and P – Contractors' 'all risks' only

- a) **damage** caused by **virus or similar mechanism or hacking or denial of service attack** to any computer or other equipment, component, system or item which processes, stores, transmits, retrieves or receives data or any part thereof whether tangible or intangible including but without limitation any information, programs or software and whether the property is insured or not
- b) **consequential loss** directly or indirectly caused by or arising from **virus or similar mechanism or hacking or denial of service attack**

but this will not exclude **damage** or **consequential loss** which results from a **defined peril** including the acts of thieves but excluding the acts of malicious persons which do not involve physical force or violence.

## 3. Northern Ireland civil commotion

Applicable to Sections A – Material damage 'all risks', B – Business interruption and book debts, D – Deterioration of stock, I – Specified items 'all risks' and P – Contractors' 'all risks' only

**damage** or **consequential loss** in Northern Ireland occasioned by or happening through or in consequence directly or indirectly of civil commotion.

## 4. Nuclear and war risks, government or public authority order and sonic bangs

death, injury, disablement or loss or **damage** to any property or any loss or expense resulting or arising from or any **consequential loss** or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:

- a) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
- b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any **nuclear installation, nuclear reactor** or other nuclear assembly or nuclear component thereof
- c) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
- d) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter but this exclusion d) will not apply to radioactive isotopes other than nuclear fuel when such isotopes are being prepared, carried, stored or used for commercial, agricultural, medical, scientific or other peaceful purposes
- e) i) war, invasion, act of foreign enemy, hostilities whether war be declared or not, civil war, rebellion, revolution, insurrection, military or usurped power  
ii) nationalisation, confiscation, requisition, seizure or destruction by any government or public authority
- f) pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

## 5. Terrorism

Applicable to Sections A – Material damage 'all risks', B – Business interruption and book debts, C – Money, D – Deterioration of stock, H – Goods in transit, I – Specified items 'all risks' and P – Contractors' 'all risks' only

loss, **damage**, **consequential loss**, cost or expense directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with **terrorism**.

In any action or suit or other proceedings where **we** allege that by reason of this exclusion cover is not provided under this policy the burden of proving that cover is provided under this policy will be upon **you**.

# General conditions

The following conditions apply to the whole policy except Section N – Legal expenses. Other special conditions that may be applicable to a section of cover will be set out in the section of cover.

## 1. Alteration

**You** must notify **us** as soon as possible during the period of insurance if there is any change in circumstances or to the material facts previously disclosed by **you** to **us** or stated as material facts by **us** to **you** which increases the risk of accident, injury, loss, damage or liability.

Upon notification of any such change **we** will be entitled to vary the premium and terms for the rest of the period of insurance. If the changes make the risk unacceptable to **us** then **we** are under no obligation to agree to make them and may no longer be able to provide **you** with cover.

If **you** do not notify **us** of any such change **we** may exercise one or more of the options described in clauses c) i), ii) and iii) of General condition 6 – Fair presentation of the risk but only with effect from the date of the change in circumstances or material facts.

**You** should keep a record (including copies of letters) of all information supplied to **us** in connection with this insurance.

## 2. Arbitration

If **we** admit liability for a claim but there is a dispute as to the amount to be paid the dispute will be referred to an arbitrator. The arbitrator will be appointed jointly by **you** and **us** in accordance with the law at the time. **You** may not take any legal action against **us** over the dispute prior to the arbitrator having reached a decision.

## 3. Cancellation

If **you** decide **you** do not want to accept this policy or any subsequent renewal of it please tell **us** (or **your** broker or insurance intermediary) within 14 days of receiving this policy or renewal notice. **We** will charge **you** on a pro rata basis for the time **we** have been on cover subject to a minimum premium of £50 plus insurance premium tax (IPT).

If the policy is cancelled at any other time **we** will charge **you** on a pro rata basis for the time **we** have been on cover subject to a minimum premium of £50 plus insurance premium tax (IPT).

**We** will not refund any premium if **we** have paid a claim or one is outstanding when the policy is cancelled. Where a claim is submitted after the policy has been cancelled **we** will deduct the amount of any premium returned to **you** following the cancellation from any claim payment **we** may make to **you**. If **you** are paying by instalments and **you** have made a claim

**you** must still pay **us** the balance of the full annual premium. If **you** do not do this **we** may take the balance of any outstanding premium from any claim payment **we** are making to **you** subject to the Consumer Credit Act 1974 if it applies.

## 4. Cancellation notice

**We** have the right to cancel this policy or any section or part of it by giving 14 days notice in writing to **your** last known address.

**You** will be entitled to a pro rata return of premium from the date of cancellation.

**We** will not refund any premium if **we** have paid a claim or one is outstanding when the policy is cancelled. Where a claim is submitted after the policy has been cancelled **we** will deduct the amount of any premium returned to **you** following the cancellation from any claim payment **we** may make to **you**. If **you** are paying by instalments and **you** have made a claim **you** must still pay **us** the balance of the full annual premium. If **you** do not do this **we** may take the balance of any outstanding premium from any claim payment **we** are making to **you**.

## 5. Contractual right of renewal (tacit)

If **you** pay the premium to **us** using **our** Direct Debit instalment scheme **we** will have the right which **we** may choose not to exercise to renew this policy each year and continue to collect premiums using this method. **We** may vary the terms of this policy including the premium at renewal. If **you** decide that **you** do not want **us** to renew this policy provided **you** tell **us** or **your** broker or insurance intermediary prior to the next renewal date **we** will not renew it.

## 6. Fair presentation of the risk

- a) At inception and renewal of this policy and also whenever changes are made to it at **your** request **you** must:
  - i) disclose to **us** all material facts in a clear and accessible manner; and
  - ii) not misrepresent any material facts.
- b) If **you** do not comply with clause a) of this condition and the non-disclosure or misrepresentation by **you** is proven by **us** to be deliberate or reckless **we** may:
  - i) avoid this policy which means that **we** will treat it as if it had never existed and refuse all claims in which case **we** will not return the premium paid by **you**; and
  - ii) recover from **you** any amount **we** have already paid for any claims including costs or expenses **we** have incurred.

c) If **you** do not comply with clause a) of this condition and the non-disclosure or misrepresentation is not deliberate or reckless this policy may be affected in one or more of the following ways depending on what **we** would have done if **we** had known about the facts which **you** failed to disclose or misrepresented:

i) if **we** would not have provided **you** with any cover **we** will have the option to:

- 1) avoid the policy which means that **we** will treat it as if it had never existed and repay the premium paid; and
- 2) recover from **you** any amount **we** have already paid for any claims including costs or expenses **we** have incurred

ii) if **we** would have applied different terms to the cover **we** will have the option to treat this policy as if those different terms apply. **We** may recover any payments made by **us** on claims which have already been paid to the extent that such claims would not have been payable had such additional terms been applied

iii) if **we** would have charged **you** a higher premium for providing the cover **we** will charge **you** the additional premium which **you** must pay in full.

d) Where this policy provides cover for any person other than **you** and that person would if they had taken out such cover in their own name have done so for purposes wholly or mainly unconnected with their trade, business or profession **we** will not invoke the remedies which might otherwise have been available to **us** under this condition if the failure to make a fair presentation of the risk concerns only facts or information which relate to a particular insured person other than **you**.

Provided always that if the person concerned or **you** acting on their behalf makes a careless misrepresentation of fact **we** may invoke the remedies available to **us** under this condition as against that particular person as if a separate insurance contract had been issued to them leaving the remainder of the policy unaffected.

## 7. Fraudulent claims

If **you** or anyone acting on **your** behalf:

- a) makes a fraudulent or exaggerated claim under this policy; or
- b) uses fraudulent means or devices including the submission of false or forged documents in support of a claim whether or not the claim is itself genuine; or
- c) makes a false statement in support of a claim whether or not the claim is itself genuine; or
- d) submits a claim under this policy for loss or damage which **you** or anyone acting on **your** behalf or in connivance with **you** deliberately caused; or

- e) realises after submitting what **you** reasonably believed was a genuine claim under this policy and then fails to tell **us** that **you** have not suffered any loss or damage; or
- f) suppresses information which **you** know would otherwise enable **us** to refuse to pay a claim under this policy

**we** will be entitled to refuse to pay the whole of the claim and recover any sums that **we** have already paid in respect of the claim.

**We** may also notify **you** that **we** will be treating this policy as having terminated with effect from the date of any of the acts or omissions set out in clauses a) to f) of this condition.

If **we** terminate this policy under this condition **you** will have no cover under this policy from the date of termination and not be entitled to any refund of premium.

If any fraud is perpetrated by or on behalf of an insured person and not on behalf of **you** this condition should be read as if it applies only to that insured person's claim and references to this policy should be read as if they were references to the cover effected for that person alone and not to the policy as a whole.

## 8. Legal representatives

If **you** die **we** will insure your legal personal representatives for any liability **you** had previously incurred under this policy provided that they keep to the terms of this policy.

## 9. Payment by instalments

Where **we** refer in this policy to the payment of premiums this will include payment by monthly instalments. If **you** pay by this method this policy remains an annual contract. The date of payment and the amount of the instalment are governed by the terms of the credit agreement. If an instalment is not received by the due date then subject to the Consumer Credit Act 1974 if it applies the credit agreement and this policy will be cancelled immediately.

## 10. Reasonable care

**Not applicable to Section O – Personal accident**

**You** will take any reasonable steps to protect the property, prevent accidents and comply with laws, bye-laws or regulations and take reasonable care in the selection and supervision of employees.

## 11. Sanctions

Notwithstanding any other terms of this policy **we** will be deemed not to provide cover nor will **we** make any payment or provide any service or benefit to **you** or any other party to the extent that such cover, payment, service, benefit and/or any business or activity of **yours** would violate any applicable trade or economic sanctions law or regulation.



# Claims conditions

The following conditions apply to the whole policy except Section N – Legal expenses. Otherwise they apply to the remainder of this policy except as stated below.

Other special claims conditions that may be applicable to a section of cover will be set out in the section of cover.

## 1. Claims notification

**Not applicable to Sections L – Employee dishonesty, M – Cyber and O – Personal accident**

Upon learning of any circumstances likely to give rise to a claim **you** must:

- a) tell **us** as soon as reasonably possible and give **us** any assistance **we** may reasonably require
- b) as soon as is reasonably possible tell the police if the **damage** is by theft or attempted theft or by riot or civil labour or political disturbances or vandals or malicious people
- c) immediately send to **us** any writ or summons issued against **you**
- d) supply at **your** own expense full details of the claim in writing including any supporting evidence and information that **we** require within the following periods:
  - i) Seven days for **damage** by riot or civil, labour or political disturbances or vandals or malicious people
  - ii) 30 days after the expiry of the **indemnity period** under Sub-section B1 – Business interruption ‘all risks’
  - iii) 30 days after any other **damage**, interruption or **bodily injury**
- e) take action to minimise the **damage** and to avoid interruption or interference with the **business** and to prevent further injury or **damage**.

## 2. Claim settlement

**Not applicable to Section P – Contractors' 'all risks'**

**We** will have the right to settle a claim by:

- a) the payment of money
- b) reinstatement or replacement of the property lost or **damaged**
- c) repair of the property lost or **damaged**.

If **we** decide upon reinstatement, replacement or repair **we** will do so in a reasonable manner but not necessarily to its exact previous condition or appearance. **We** will not spend on any one item more than its sum insured.

## 3. Negotiation or settlement

**You** must not admit, deny, negotiate or settle any claim without **our** written consent.

## 4. Other insurance

**Not applicable to Sections L – Employee dishonesty, M – Cyber and O – Personal accident**

If at the time of any occurrence giving rise to a claim there is any other insurance effected by **you** or on **your** behalf providing an indemnity in respect of such claim **our** liability will be limited to its rateable proportion. If any other insurance is subject to any provision whereby it is excluded from ranking concurrently with this policy in whole or in part or from contributing proportionally **our** liability under this policy will be limited to any excess beyond the amount which would be payable under such other insurance had this policy not been effected.

## 5. Right of entry

**We** have the right to enter the **buildings** where the **damage** has happened and to take and keep any of the property insured and to deal with salvage in a reasonable manner.

## 6. Salvage

**We** have the right to the salvage of any insured property.

## 7. Section A – Material damage ‘all risks’ and Section I – Specified items ‘all risks’ reinstatement

- a) In respect of each item on **buildings, contents** and Section I – Specified items ‘all risks’ **we** will pay the cost of **reinstatement** of the **damaged** part of the property insured.

Provided that:

- i) the cost of **reinstatement** is actually incurred; and
- ii) the work of **reinstatement** is done without unreasonable delay
- iii) if the property insured is also insured under any other policy the same basis of settlement applies under both policies.

Where provisos i), ii) or iii) are not complied with **we** will pay **you** the lesser of:

- 1) the amount of reduction in value of the property insured caused by its **damage** after deducting for wear and tear occurring before the **damage**
  - 2) the cost for which repairs could have been completed.
- b) In respect of each item of **stock** **we** will pay the amount of reduction in value caused by its damage.

The amount **we** pay will be adjusted for the excess.



## 8. Subrogation

Not applicable to Section M – Cyber

We are entitled to:

- a) take the benefit of **your** rights against another person prior to or after **we** have paid a claim
- b) take over the defence or settlement of a claim against **you** by another person
- c) take steps as **we** deem necessary to prevent, mitigate or minimise a loss under Section O – Personal accident
- d) take over and conduct the defence or settlement of claims made against a **person insured** that is covered under this policy under Section O – Personal accident
- e) pursue any rights or remedies available to **you** whether or not payment has been made under Section O – Personal accident.

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