



# Complete Contractor policy wording



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Thank you for choosing Allianz Insurance plc. We are one of the largest general insurers in the UK and part of the Allianz Group, one of the world's foremost financial services providers.

With Allianz Insurance plc, you can be confident that you're insured by a company which is relentless in its commitment to protecting and serving you. You can trust us to insure your business, as we've been providing leading insurance solutions in the UK for over 100 years.

We work in partnership with your insurance adviser to ensure you receive the highest levels of product and service excellence. Our technical experts understand how best to protect you against the risks your business faces.

If you need to make a claim you will be in safe hands. Our professionally trained staff aim to treat you, as you would expect, both promptly and fairly. By listening to you, and understanding your needs we will provide you with the most appropriate solutions to get your business trading again as quickly as possible.

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**IMPORTANT**  
Should you need further details or have any questions your insurance adviser will be delighted to help.

This document provides details of your Policy and the terms and conditions that apply. Please read it carefully and keep it in a safe place.

# Introduction

Your Complete Contractor Policy is made up of several parts which must be read together as they form your contract of insurance with the Insurer. Please take time to read all parts of the Policy to make sure they meet and continue to meet your needs and that you understand the terms, exclusions and conditions. If you wish to change anything or if there is anything you do not understand, please let your insurance adviser know.

The parts of the Policy are:

- the Statement of Fact
- this Policy Wording which contains
  - this Introduction; the Insuring Clause; the Policy Definitions, the Policy Exclusions and the Policy Conditions, all of which apply to all Sections of the Policy
  - the Sections of cover provided, including the Section Definitions, Extensions, Conditions and Exclusions
- the Schedule, which confirms the Sections of cover that are insured and includes any additional clauses applied to the Policy

Any Section stated to be 'Not Insured' in the Schedule shall be inoperative.

Any word or expression in the Policy which has a specific meaning has the same meaning wherever it appears in the Policy, unless stated otherwise.

## Changes to your circumstances

Please tell your insurance adviser as soon as reasonably possible if there are any changes to your circumstances which could affect your insurance.

Please refer to Policy Condition 3 (Change of Risk).

If your circumstances change and you do not tell your insurance adviser, you may find that you are not covered if you need to claim.

## Financial Services Compensation Scheme

Allianz Insurance plc contributes to the Financial Services Compensation Scheme (FSCS).

The Insured may be entitled to compensation from the FSCS if the Insurer is unable to meet their liabilities. Further information about compensation scheme arrangements is available at [fscs.org.uk](https://www.fscs.org.uk), by emailing [enquiries@fscs.org.uk](mailto:enquiries@fscs.org.uk) or by phoning the FSCS on **0800 678 1100** or **0207 741 4100**.

# How to Make a Claim

If you need to claim, your dedicated claims team will help and guide you through the process.

You can notify us of a claim by:

Telephone: Property Claims: **0344 412 9988**  
Liability Claims: **0344 893 9500**

Post: Allianz Claims  
PO Box 10509  
51 Saffron Road  
Wigston  
LE18 9FP

**Our claims helpline is available 24 hours a day, 7 days a week.**

If you have a Commercial Legal Expenses claim you can notify Allianz Legal Protection by contacting the Lawphone Legal Advice Helpline on **0344 873 0845** quoting the five digit Master Policy Reference shown in the Commercial Legal Expenses section in the policy schedule.

Post: The Claims Department  
Allianz Legal Protection  
Allianz-ALP  
PO Box 10623  
Wigston  
LE18 9HJ

**Lines are open 24 hours a day, 7 days a week.**

Please try to notify Allianz of a claim promptly after the incident, or immediately in the event of a serious accident, loss or damage.

## Claims details

Please have the following information available, where possible, when making a claim:

### Property claims

- Your contact information, including address and telephone numbers
- Policy type and policy number
- Date the loss occurred
- Location and description of the loss

### Injury claims

- Your contact information, including address and telephone numbers
- Policy type and policy number
- Date the loss occurred
- Name and address of injured party
- Description of the injury, where and how it occurred

### Commercial legal expenses claims

- Your contact information, including address and telephone numbers
- Master Policy reference shown in the policy schedule
- Brief summary of the problem

## What to expect when making a claim

We aim to deal with your claim promptly and fairly. We will update you on the progress of your claim by email, mail or by phone – whichever you prefer.

Depending on the type of claim and value involved, we may:

- forward a claim form for you to complete and sign
- ask you for additional information
- appoint an independent loss adjuster to deal with your claim (loss adjusters are claims specialists who investigate large or complex claims, usually at the scene of an incident, to establish the cause of the loss and assist the insurer in dealing with your claim)
- arrange for a member of our claims team to visit you.

# How to Make a Claim (continued)

## Commercial Legal Expenses

In addition to the above, the following will apply to enable Allianz Legal Protection to deal with a claim under the Commercial Legal Expenses section:

- we will forward you a claim form for you to complete and sign
- we will require a copy of your policy schedule
- legal expenses are only covered from the time we have accepted the claim and appointed the legal representative in your name and on your behalf. You must not appoint a legal representative.

If you have already seen a solicitor before we have accepted your claim, we will not pay any fees or other expenses that you have incurred.

## Helpful advice when making a claim

Your insurance policy comes with a number of great features to help keep your business up and running. These additional features do not come with standard policies and have been designed especially for small businesses in mind.

## Keeping your business up and running

- in the event of an emergency, we will send out a repairer to make your premises secure within 24 hours – even during the night
- you should carry out any emergency action to protect your property from further damage (e.g. turning off main services) or to make it waterproof or secure. If emergency work has been completed on your own authority please contact us before permanent repairs begin
- we will be pleased to provide advice and assistance to find the right person or organisation to help you. We have a nationwide network of quality trade people on call to get you up and running. For large incidents, we will usually assign a loss adjuster who will manage your repairs and has the authority to authorise repairs up to £50,000

- please do not dispose of damaged items before we have had the opportunity to inspect them
- you should report to the Police any loss or damage from theft, arson, malicious damage, or riot or civil commotion and obtain a crime reference number from them
- if you do incur any charges, please retain the bills as these may form part of your claim

You should comply with the requirements for claim notification contained in the policy conditions, which detail your obligations and our rights in the event of a claim. If you are in any doubt please contact us.

## Employees

We understand how important your employees are to your business. This is why, in the unfortunate event of serious injury to your employees, we provide a medically trained rehabilitation team to work with your employees, getting them back to health and back to work as quickly as possible.

If an employee or someone else is holding you responsible for injury to them or for damage to their property then you should tell us promptly and send any letters, writs or summons to us unanswered.

Please ensure that your responsibility for injury to someone or damage to their property is not discussed with or admitted to anyone else.

## Following a claim

After a claim, it may be helpful for you to review your insurance risks and how well your business is managing them. Allianz Risk Management allows you to identify and manage the risks that are most pertinent to your business. The range of tools and templates available online make risk management quick and easy. Allianz Risk Management can be accessed at [allianz.co.uk/risk-management](https://allianz.co.uk/risk-management).

# Complaints Procedure

Our aim is to get it right, first time every time. If you have a complaint we will try to resolve it straight away but if we are unable to we will confirm we have received your complaint within five working days and do our best to resolve the problem within four weeks. If we cannot we will let you know when an answer may be expected.

If we have not resolved the situation within eight weeks we will issue you with information about the Financial Ombudsman Service (FOS) which offers a free, independent complaint resolution service.

If you have a complaint, please contact our Customer Satisfaction Manager at:

Customer Satisfaction Manager  
Allianz Insurance plc  
57 Ladymead  
Guildford  
Surrey  
GU1 1DB

Telephone number: **01483 552438**  
Fax Number: **01483 790538**  
Email: [accsm@allianz.co.uk](mailto:accsm@allianz.co.uk)

**You have the right to refer your complaint to the Financial Ombudsman, free of charge – but you must do so within six months of the date of the final response letter.**

If you do not refer your complaint in time, the Ombudsman will not have our permission to consider your complaint and so will only be able to do so in very limited circumstances. For example, if the Ombudsman believes that the delay was as a result of exceptional circumstances.

The Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR

Website: [financial-ombudsman.org.uk](http://financial-ombudsman.org.uk)  
Telephone: **0800 023 4567** or **0300 123 9123**  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Using our complaints procedure or contacting the FOS does not affect your legal rights.

# Insuring Clause

In consideration of payment of the premium the Insurer will indemnify or otherwise compensate the Insured against loss, destruction, damage, injury, liability or dispute (as described in and subject to the terms, conditions, limits and exclusions of this Policy or any Section of it) occurring or arising in connection with the Business during the Period of Insurance or any subsequent period for which the Insurer agrees to accept a renewal premium.

For Allianz Insurance plc

A handwritten signature in black ink that reads "Jonathan Dye". The signature is written in a cursive style with a large initial 'J' and a stylized 'D'.

**Jonathan Dye**  
Chief Executive

# Policy Definitions

The following definitions apply to this Policy (unless amended by Section Definitions) and are denoted by a capital first letter throughout this Policy.

## Building(s)

Buildings belonging to the Insured or for which they are responsible at the Premises being, unless more specifically described, built mainly of brick, stone, concrete or other non-combustible materials, including:

- walls, gates and fences

and in so far as they are not otherwise insured and for which the Insured is responsible:

- fixed glass and sanitaryware
- small outside buildings, annexes, gangways, conveniences and other small structures
- extensions communicating with the buildings
- roads, car parks, yards, paved areas, pavements and footpaths
- security cameras and lights
- fixed fuel oil tanks and fixed diesel tanks, piping, ducting, cables, wires and associated control gears and accessories and extending to the public mains

## Business

The business description stated in the Schedule and which is conducted solely from premises in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man including

- the ownership maintenance and repair of premises used in connection with such business
- the provision and management of canteen, social sports and welfare organisations for the benefit of Employees and the ambulance, first aid, fire, medical and security services of the Insured
- the execution of private duties by Employees for any partner, director or senior official of the Insured.

## Computers and Electrical Office Equipment

All computer and ancillary electrical office equipment belonging to the Insured or for which they are responsible including associated data carrying materials but excluding programs or information recorded thereon.

## Contents

Machinery, plant and all other contents belonging to the Insured or held by the Insured in trust and for which the Insured are responsible (other than Landlord's Fixtures and Fittings, Tenants' Improvements, Stock, Computers and Electrical Office Equipment, and other Property specifically described in the Schedule) whilst in or on the Buildings, including:

- fixed glass and sanitaryware
- contents in the open yards
- Money, for an amount not exceeding £1,000 in total
- deeds, documents, manuscripts and business books, but only for the cost of the materials and clerical labour expended in reproducing such records
- computer systems records, but only for the cost of the materials and of clerical labour and computer time expended in reproducing such records, for an amount not exceeding £25,000 in total
- patterns, models, moulds, plans or designs and in so far as they are not otherwise insured
- employees', directors' and visitors' personal effects of every description (other than motor vehicles), for an amount not exceeding £1,000 for any one person

## Damage

Loss, destruction or damage

## Employee(s)

- any person under a contract of service or apprenticeship with the Insured
- any of the following persons whilst working for the Insured in connection with the Business;
  - a any labour master or labour only subcontractor or person supplied by them
  - b any self-employed person providing labour only
  - c any person who is borrowed by or hired to the Insured
  - d any voluntary helper
  - e any trainee or person undergoing work experience.

## Excess

First part of each and every claim, for which the Insured is responsible

# Policy Definitions (continued)

## Hazardous Stock

Cigarettes, tobacco, wines, spirits, precious metals and stones, non-ferrous metals and portable hand tools belonging to the Insured or held by the Insured in trust for which the Insured are responsible, whilst in the Buildings

## Injury

Bodily injury, death, disease, illness, mental injury or nervous shock

## Insured

Insured named and shown in the Schedule

## Insurer

Allianz Insurance plc

## Landlord's Fixtures and Fittings

Fixtures and fittings in, or on, the Premises which belong to the landlord.

## Limit of Indemnity

Limit of indemnity stated in the Schedule

## Offshore Installations

- any installation in the sea or tidal waters which is intended for underwater exploitation of mineral resources or exploration with a view to such exploitation
- any installation in the sea or tidal waters which is intended for the storage or recovery of gas
- any pipe or system of pipes in the sea or tidal waters
- any installation which is intended to provide accommodation for persons who work on or from the locations specified in the above 3 scenarios

## Period of Insurance

Period from the effective date to the renewal date as shown in the Schedule

## Policy

Your contract of insurance made up of the documents as described in the Introduction

## Pollution or Contamination

- all pollution or contamination of buildings or other structures or of water or land or the atmosphere and
- all Injury or Damage directly or indirectly caused by such pollution or contamination.

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

## Portable Power Tools

Any hand held portable power tool or their parts belonging to the Insured or held by the Insured in trust and for which the Insured is responsible

## Premises

Address as stated in the Schedule

## Property/Property Insured

Buildings, Contents, Landlord's Fixtures and Fittings, Tenants' Improvements, Stock and other items shown and/or described in the Schedule.

The Insurer agrees to accept the heading under which any Property or other item has been entered in the books of the Insured

## Property in the Open

All Property belonging to the Insured or held by the Insured in trust and for which the Insured are responsible which is outside the confines of any Buildings

## Schedule

Part of this Policy that details information forming part of this contract and that shows the operative Sections of this Policy

## Section/Sections

Parts of this Policy that detail the insurance cover provided for each individual Section of this Policy

# Policy Definitions (continued)

**Stock**

All stock and materials in trade belonging to the Insured or held by the Insured in trust and for which the Insured are responsible, whilst in the Buildings

**Sum Insured**

Maximum amount the Insurer will pay for each item insured under any Section

**Tenants' Improvements**

Permanent alterations or additions made to the Building/ Buildings by either the landlord or tenant which are not moveable, including interior decorations.

**Total Sum Insured**

The total amount the Insurer will pay under any Section

**Unoccupied**

Any Building or part of any Building which is empty or unfurnished or no longer in active use by the Insured or any tenant of the Insured for a period exceeding 30 consecutive days

# Policy Conditions

## Applicable unless stated to the contrary under the conditions in the Sections

### 1 Law Applicable and Jurisdiction

Unless the Insurer agrees otherwise:

- a** the language of the Policy and all communications relating to it will be English; and
- b** all aspects of the Policy including negotiation and performance are subject to English law and the decision of the English courts.

### 2 Reasonable Precautions

The Insured shall take all reasonable care:

- a** to prevent accidents and any Injury or Damage
- b** to observe and comply with statutory or local authority laws, obligations and requirements
- c** in the selection and supervision of Employees
- d** to maintain the buildings, contents and everything used in the Business in efficient and safe working order
- e** to make good or remedy any defect or danger which becomes apparent and take such additional precautions as the circumstances may require.

### 3 Change of Risk

The Insured must notify the Insurer as soon as possible if during the Period of Insurance there is any alteration:

- a** in or to the Business;
- b** to or at the Premises;
- c** to the facts or matters set out in the Statement of Fact or otherwise comprising the risk presentation made by the Insured to the Insurer at inception, renewal or variation of the Policy; which materially increases the risk of injury, loss, Damage or liability.

Upon being notified of any such alteration, the Insurer may, at its absolute discretion:

- a** continue to provide cover under this Policy on the same terms;
- b** restrict the cover provided under this Policy;
- c** impose additional terms;
- d** alter the premium;
- e** cancel the Policy.

If the Insured fails to notify the Insurer of any material alteration of the risk, the Insurer may:

- a** treat the Policy as if it had come to an end as at the date of the alteration of the risk, returning a proportionate amount of the premium for the unexpired Period of Insurance, if the Insurer would have cancelled the Policy had it known of the increase in risk;
- b** treat the Policy as if it had contained such terms (other than relating to premium) or other restrictions (if any) from the date of the alteration in risk as the Insurer would have applied had it known of the increase in risk;
- c** reduce proportionately the amount paid or payable on any claim, the proportion for which the Insurer is liable being calculated by comparing the premium actually charged as a percentage of the premium which the Insurer would have charged had it known of the increase in risk.

### 4 Fraud

If the Insured or anyone acting on the Insured's behalf:

- a** makes any false or fraudulent claim;
- b** makes any exaggerated claim;
- c** supports a claim by false or fraudulent documents, devices or statements (whether or not the claim is itself genuine); or
- d** makes a claim for loss or damage which the Insured or anyone acting on the Insured's behalf deliberately caused;

## Policy Conditions (continued)

the Insurer will:

- i** refuse to pay the whole of the claim; and
- ii** recover from the Insured any sums that it has already paid in respect of the claim.

The Insurer may also notify the Insured that it will be treating the Policy as having terminated with effect from the date of the earliest of any of the acts set out in sub-clauses **a** – **d** above. In that event, the Insured will:

- a** have no cover under the Policy from the date of the termination; and
- b** not be entitled to any refund of premium.

### 5 Fair Presentation of the Risk

- a** The Insured must make a fair presentation of the risk to the Insurer at inception, renewal and variation of the Policy.
- b** The Insurer may avoid the Policy and refuse to pay any claims where any failure to make a fair presentation is:
  - i** deliberate or reckless; or
  - ii** of such other nature that, if the Insured had made a fair presentation, the Insurer would not have issued the Policy.

The Insurer will return the premium paid by the Insured unless the failure to make a fair presentation is deliberate or reckless.

- c** If the Insurer would have issued the Policy on different terms had the Insured made a fair presentation, the Insurer will not avoid the Policy (except where the failure is deliberate or reckless) but the Insurer may instead:
  - i** reduce proportionately the amount paid or payable on any claim, the proportion for which the Insurer is liable being calculated by comparing the premium actually charged as a percentage of the premium which the Insurer would have charged had the Insured made a fair presentation; and/or

- ii** treat the Policy as if it had included such additional terms (other than those requiring payment of premium) as the Insurer would have imposed had the Insured made a fair presentation.

For the purposes of this condition references to:

- a** avoiding a Policy means treating the Policy as if it had not existed from the inception date (where the failure to make a fair presentation of the risk occurs before or at the inception of the Policy), the renewal date (where the failure occurs at renewal of the Policy), or the variation date (where the failure occurs when the Policy is varied);
- b** refunds of premium should be treated as refunds of premium back to the inception date, renewal date or variation date as the context requires;
- c** issuing a Policy should be treated as references to issuing the Policy at inception, renewing or varying the Policy as the context requires.

### 6 Cancellation

#### Insured's Cancellation Rights

The Insured has the right to immediately cancel the cover within 14 days' of the commencement of cover or the receipt of Policy documentation, whichever is the later (this period is referred to as the "cooling off period").

The Insured should exercise this right by contacting their insurance intermediary or by writing to the Allianz office which issued the Policy documentation.

If the Insured does exercise their right to cancel during the "cooling off period", and provided no claim has been made or incident has arisen which is likely to give rise to a claim during the current Period of Insurance, the Insured will be entitled to a return of premium calculated on a pro-rata basis, less an administration charge of £25 to cover operational costs. The amount of premium to be refunded under this condition will be reduced by all unpaid premiums or unpaid premium instalments outstanding at the date of cancellation.

## Policy Conditions (continued)

If the "cooling off period" has expired, the Insured may cancel the Policy during the Period of Insurance by giving 14 days' notice in writing to their insurance intermediary or the Allianz office which issued the Policy. Provided no claim has been made or incident has arisen which is likely to give rise to a claim during the current Period of Insurance the Insured will be entitled to a refund of the premium paid calculated on a pro-rata basis, less an administration charge of £25 to cover operational costs. The amount of any premium to be refunded under this condition will be reduced by all unpaid premiums or unpaid premium instalments due.

### Insurer's Cancellation Rights

In addition to the Insurers' rights set out elsewhere in the Policy, including but not limited to Condition 5 (Fair Presentation of the Risk) and Condition 4 (Fraud), where there is a valid reason for doing so the Insurer may cancel this Policy at any time by giving the Insured at least 14 days' notice in writing sent to the Insured's last known address. The notice will set out the reason for cancellation.

Valid reasons for cancellation may include but are not limited to:

- a non payment of premium (including if the premium for this Policy is paid by instalments and in the event that the Insured fails to pay one or more instalments whether in full or in part). In the event that a premium payment is missed the Insurer will write to the Insured notifying them that a payment has been missed and requesting payment by a specific date. If payment is not received by the Insurer by the specific date the Insurer will send a final letter to the Insured requesting payment by a final date which will be set out in the final letter. If payment is not received by the final date the Insurer will cancel the policy with immediate effect. The Insured will be notified in writing if the policy is cancelled;
- b Continued failure by the Insured to comply with the terms and conditions of this Policy;
- c Failure by the Insured to allow the Insurer to complete a survey (where the Policy has been issued or renewed subject to a survey);
- d Failure by the Insured to adhere to, or implement, any risk improvement requirements or conditions required by the Insurer, including any changes required by any survey or claims adjusters report, within a reasonable period of time as advised by the Insurer;
- e Material change in the risk or the sums insured;
- f Failure by the Insured to co-operate with the Insurer or provide the Insurer with information or documentation reasonably required by the Insurer and the lack of co-operation by the Insured affects the Insurers ability to process a claim or defend the Insurers interests or make risk based underwriting decisions. In this case the Insurer will write to the Insured giving notice of cancellation of this Policy in the event that the Insured does not cooperate to provide the information or documentation reasonably required within a period of 14 days starting from the date provided in the letter; or
- g The Insureds use of threatening, abusive or intimidating behaviour or inappropriate language or bullying of the Insurers staff or suppliers.

If the Insurer does cancel this Policy, provided no claim has been made or incident has arisen which is likely to give rise to a claim during the current Period of Insurance the Insured will be entitled to a proportionate return of the premium in respect of the unexpired Period of Insurance. The amount of premium refund payable will be reduced by all unpaid premiums or unpaid premium instalments due.

## Policy Conditions (continued)

### 7 Claims – Action by the Insured

The Insured shall in the event of any Injury, Damage or consequential loss as a result of which a claim is or may be made under this Policy or any Section of it, and again upon the receipt by the Insured in writing of any notice of any claim or legal proceeding,

- a notify the Insurer
  - i within 28 days in the case of Damage or consequential loss by riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances or malicious persons
  - ii within 30 days in all other cases, or such further time as the Insurer may allow
- b notify the Insurer immediately upon being advised of any prosecution, inquest or enquiry connected with any Injury, Damage or consequential loss which may form the subject of a claim under this Policy
- c notify the police as soon as it becomes evident that any Damage has been caused by theft or malicious persons
- d pass immediately, and unacknowledged, any letter of claim to the Insurer
- e carry out and permit to be taken any action that may be reasonably practicable to prevent further Damage or consequential loss
- f retain unaltered and unrepaired anything in any way connected with the Injury, Damage or consequential loss for as long as the Insurer may reasonably require
- g furnish with all reasonable despatch at the Insured's expense
  - i such further particulars and information as the Insurer may reasonably require
  - ii if required, a statutory declaration of the truth of the claim
  - iii details of any other insurances covering the subject matter of the claim under this Policy and any matters connected with it
- h make available at the Insured's expense any documents required by the Insurer with regard to any letter of claim
- i not pay or offer or agree to pay any money or make any admission of liability without the previous

- consent of the Insurer
- j allow the Insurer in the name of and on behalf of the Insured to take over and, during such periods as the Insurer thinks proper, to have the absolute conduct and control of all negotiations and proceedings which may arise in respect of any claim and the settlement thereof and the Insured shall give the Insurer all necessary assistance for that purpose.

No claim under this Policy shall be payable unless the terms of this Policy Condition have been complied with and any payment on account of a claim already made shall be repaid to the Insurer.

### 8 Claims – The Rights of the Insurer

In respect of Damage for which a claim is made the Insurer and any person authorised by the Insurer may without incurring any liability or diminishing any of the Insurer's rights under this Policy, enter premises where such Damage has occurred and take possession of or require to be delivered to the Insurer any property insured and to deal with such property for all reasonable purposes and in any reasonable manner.

No property may be abandoned to the Insurer or deemed to have been abandoned whether taken possession of by the Insurer or not.

The Insurer will not pay for any claim unless the terms of this Policy Condition have been complied with.

### 9 Subrogation

Any claimant under this Policy shall at the Insurer's request and expense take or permit to be taken all necessary steps for enforcing rights against any other party in the name of the Insured before or after the Insurer makes any payment.

# Policy Conditions (continued)

The Insurer agrees to waive any such rights to which the Insurer might become entitled by subrogation against any company standing in relation of parent to subsidiary (or subsidiary to parent) to the Insured or against any company which is a subsidiary of a parent company of which the Insured are themselves a subsidiary, in each case within the meaning of the Companies Act or Companies (Northern Ireland) Order current at the time of the Damage.

## 10 Discharge of Liability

The Insurer may at any time pay to the Insured in connection with any claim or series of claims

- a the Limit of Indemnity; or
- b the Sum Insured; or
- c a lesser amount for which such claim or claims can be settled

after deduction of any sums already paid and less the amount of any Excess.

The Insurer will not make any further payment in respect of such claim or claims except for costs and expenses which the Insurer has already agreed to bear and which were incurred prior to such payment.

## 11 Arbitration

If any difference arises as to the amount to be paid under this Policy (liability being otherwise admitted by the Insurer) such difference shall be referred to an arbitrator to be appointed by the Insured and the Insurer in accordance with statutory provisions.

Where any difference is referred to arbitration in accordance with this condition, the making of an award shall be a condition precedent to any right of action against the Insurer.

## 12 Number of Persons

The premium for this Policy is based on the maximum number of persons engaged in the Business at any one time. The Insured shall notify the Insurer immediately if this number shall change.

## 13 Rights of Parties

A person or company who was not a party to this Policy has no right under the Contracts (Rights of Third Parties) Act 1999 or any subsequent legislation to enforce any term of this Policy but this does not affect any right or remedy of a third party which exists or is available apart from such Act.

## 14 Other Insurances

If at the time of Damage, loss or injury, any other insurance has been effected by or on behalf of the Insured covering any of the Property damaged, the Insured's liabilities or other losses covered by this Policy, the Insurer's liability under this Policy shall be limited to the rateable proportion of such Damage, liabilities or loss as the Insurer would have had to pay if the other insurance policy did not contain:

- a any provision applying average or any similar provision which would reduce the amount payable on the claim to reflect underinsurance; and
- b any provision which excludes it from ranking concurrently with this Policy or any Section of it either in whole or in part or from contributing rateably.

## 15 Conditions Precedent

If the Insured does not comply with any part of any condition which makes payment of a claim conditional upon compliance with it (a condition precedent), the Insurer will not pay for any claim, except that where the condition concerned:

- a operates only in connection with particular premises or locations, the Insurer will pay for claims arising out of an event occurring at other premises or locations which are not specified in the condition;
- b operates only at particular times, the Insurer will pay for any claim where the Insured shows on the balance of probabilities that its non-compliance with the condition did not cause or contribute to the injury, loss, damage or liability which occurred;

## Policy Conditions (continued)

- c would, if complied with, tend to reduce particular types of injury, loss, damage or, as the context may require liability, the Insurer will pay for any claim where the Insured shows on the balance of probabilities that its non-compliance with the condition did not cause or contribute to the injury, loss, damage or liability which occurred.

### 16 Non Invalidation

This Policy shall not be invalidated by:

- a any act or omission or by any alteration unknown to or beyond the control of the Insured by which the risk of damage is increased, provided that the Insured shall give notice to the Insurer (and pay an additional premium if required) immediately they become aware of such act, omission or alteration
- b workmen on the Premises carrying out repairs, general maintenance work or minor structural or other alterations.

### 17 Protections

The Insured must

- a ensure that all security protections in force at the Premises at the inception of this Policy or subsequently as stipulated by or agreed by the Insurer shall be in full operation securing the Premises whenever the Premises are closed for business or Unoccupied
- b remove all keys including duplicate keys relative to the security of the Business from the Premises except from any part of the Premises within which the Insured or an authorised keyholder resides when the Premises are closed for business or Unoccupied.

### 18 Fire Precautions

In respect of fire extinguishing appliances within the Premises the Insured must

- a inspect the appliances in accordance with the manufacturer/installers instructions for the purpose of ascertaining that they are in all respects maintained in proper working order
- b maintain during the currency of this Policy a maintenance contract providing for an annual inspection with an installer or supplier of approved equipment

- c ensure that all fire break doors and shutters are kept closed except during working hours and are maintained in efficient working order and to remedy promptly any defect whether disclosed by such inspection(s) or otherwise.

### 19 Intruder Alarm

It is a condition precedent to liability that where the Premises or part of the Premises are protected by an Intruder Alarm Installation as specified by the security level detailed in the Policy Schedule:

- a such Intruder Alarm Installation
  - i must not be altered or amended in any way unless such amendment or alteration has been approved in writing by the Insurer
  - ii must be maintained under contract by a company approved by a UKAS accredited inspectorate (i.e. NSI or SSAIB) or as otherwise approved in writing by the Insurer
- b all keys, digital keys, or any other device used to either fully or partially set or unset the Intruder Alarm must be removed from the Premises when the Premises are unattended
- c the Insured must
  - i maintain the secrecy of codes for the operation of the Intruder Alarm Installation and no details of such codes shall be left on the Premises when the Premises are unattended
  - ii where a remote signalling alarm is required, immediately notify the Insurer upon receipt of any communication giving notice that the level of response to the Intruder Alarm Installation has been or will be reduced
  - iii appoint at least 2 keyholders and, where a remote signalling alarm is required, lodge written details (which must be kept up to date) with the alarm company and the alarm receiving centre

## Policy Conditions (continued)

- d** in the event of notification of
  - i** any alarm fault
  - ii** activation of the Intruder Alarm Installation
  - iii** interruption of the means to transmit or receive signals to or from the Intruder Alarm Installation during any period that the Intruder Alarm Installation is set a keyholder must attend the Premises as soon as possible
- e** the Premises must not be left without at least one Responsible Person in attendance without the agreement of the Insurer
  - i** unless the Intruder Alarm Installation is set in its entirety and with the means to transmit or receive signals (including the signalling path or paths) in full and effective operation
  - ii** where the police have withdrawn their response to
    - 1** an alarm activation (where the Intruder Alarm Installation does not include confirmed alarm activation technology)
    - 2** a confirmed alarm activation where the Intruder Alarm Installation includes confirmed alarm activation technology.

For the purposes of this condition the following definitions apply: 'Intruder Alarm Installation' shall include all the component parts detailed in the alarm specification and include the devices used to transmit or receive signals.

'Keyholder' shall mean the Insured or any person or keyholding company authorised by the Insured

- 1** who is available at all times to
  - i** accept notification of faults or alarm signals relating to the Intruder Alarm Installation
  - ii** attend and allow access to the Premises

- 2** has been fully trained in the operation of the Intruder Alarm Installation including but not limited to the setting/unsetting of the installation.

'Responsible Person' shall mean a person authorised by the Insured to be responsible for the security of the Premises

### 20 Unoccupied Buildings

It is a condition precedent in respect of any Unoccupied Buildings that

- a** mains services shall be switched off and the water system(s) drained unless
  - i** electricity is needed to maintain any fire or intruder alarm system in operation
  - ii** mains services are needed to maintain any sprinkler system(s) in full working order. In these circumstances heating must be maintained at a minimum temperature of 5 degrees Centigrade.
- b** the Buildings or portions thereof shall be inspected thoroughly both internally and externally at least weekly by the Insured or employees of the Insured and
  - i** a record maintained of such inspections
  - ii** all defects in security and maintenance are rectified immediately
- c** accumulations of combustible materials shall be removed
- d** the Buildings or portions thereof shall comply with the security level requirements stated on the Schedule and be secured against unlawful entry including the setting of all security locking and other security mechanisms in operation
- e** the Insured must notify the Insurer immediately if the Buildings or portion thereof are to be occupied by contractors for renovation, alteration or conversion purposes

The Insurer shall also have the right to vary the terms or cancel cover where appropriate.

## Policy Conditions (continued)

### 21 Waste Condition

The Insured must ensure that

- a** All hazardous and/or combustible trade waste from manufacturing processes such as sawdust, shavings, clippings or cuttings be swept up and bagged daily and removed from the Building(s) at least once a week.
- b** All waste stored external to the Building(s) pending collection should be stored in
  - i** non-combustible, closed, lidded containers or
  - ii** waste containers kept at least 5 metres from any building or other property and removed from the Premises when the containers are full.
- c** All oily and/or greasy waste and cloths which remain in the Building(s) overnight be kept in metal lidded containers.

### 22 Stillage Condition

Contents, Stock, Computers and Electrical Office Equipment which are moveable in any basement or cellar must be raised at least 10 centimetres above the floor.

### 23 Smoking Condition

It is a condition precedent to liability that the Insured will

- a** enforce a no smoking policy at the Premises which complies with current legislation
- b** only allow smoking in clearly marked, specifically designated smoking areas, which comply with current legislation
- c** in all designated smoking areas, provide metal receptacles with metal lids, for the safe disposal of waste smoking materials
- d** ensure that waste smoking materials, when being removed from the designated smoking areas, are kept separate from other combustible waste material and are stored in metal receptacles with metal lids whilst awaiting final removal from the Premises.

### 24 Survey and Risk Improvement Condition

If this Policy has been issued or renewed subject to the Insurer completing a survey or surveys of the Premises or of any other location(s) as specified by the Insurer, then pending completion of such survey(s) Cover is provided by the Insurer on the terms, conditions, provisions, exclusions and limits as specified in the Policy and in the Sections of the Policy.

In the event that a survey should show that a risk or any part of it is not satisfactory in the opinion of the Insurer, then the Insurer reserves the right to either

- a** alter the premium or terms and conditions of the Cover, or
- b** suspend or cancel Cover
  - i** from the date Cover was incepted or renewed, or
  - ii** for any other period specified by the Insurer

It is a condition precedent to the liability of the Insurer that the Insured must comply with all survey risk improvements required by the Insurer within completion time scales specified by the Insurer. In the event that a risk improvement is not completed or risk improvement procedures are not introduced within the completion time scales specified by the Insurer, then the Insurer reserves the right to either

- a** continue Cover subject to alteration of the terms and conditions of such Cover, or
- b** suspend or cancel Cover effective
  - i** from the date Cover was incepted or renewed or
  - ii** from the expiry of any time period specified by the Insurer for completion/introduction of the required survey risk improvements, or
  - iii** for any other period specified by the Insurer

If the terms or conditions of Cover are amended by the Insurer, then the Insured will have 14 days to accept or reject the revised basis of Cover.

## Policy Conditions (continued)

If the Insured elect to reject the revised basis of Cover, then provided no claim has been made or incident has arisen which is likely to give rise to a claim during the current Period of Insurance the Insured will be entitled to a refund of the premium paid calculated on a pro-rata basis, less an administration charge of £25 to cover operational costs. The amount of any premium to be refunded under this condition will be reduced by all unpaid premiums or unpaid premium instalments due. If the Insurer exercises the right to suspend or cancel

Cover, then provided no claim has been made or incident has arisen which is likely to give rise to a claim during the current Period of Insurance the Insured will be entitled to a proportionate return of the premium in respect of such period that Cover is suspended or for any period beyond the effective date from which Cover is cancelled. The amount of premium refund payable will be reduced by all unpaid premiums or unpaid premium instalments due.

Except in so far as they are expressly varied by this condition, all of the terms, conditions, provisions, exclusions and limits of the Policy and of the Sections of the Policy shall continue to apply until the Insurer advises otherwise.

To the extent that this condition conflicts with any other cancellation condition, this condition shall prevail.

### 25 Minimum Level of Security

This condition is only applicable where stated by clause applied to the Policy.

It is a condition precedent to liability that the following requirement, including any alarm requirement where specified by the security level detailed in the Policy Schedule, are met within 60 days of the inception or amendment of the Policy. For the purposes of this condition, amendment shall mean any alteration to the Policy which results in a change to the required security at an existing Premises, or a the application of a new security requirement following the addition of a new Premises to the Policy.

The Insured must ensure these measures are in force when the Premises are closed for business or unattended.

#### Security Level 1

The cover provided is subject to the following minimum standards of security.

#### Doors

Depending on which of the following door types are present, the following requirements apply to all external doors and internal doors which lead to another part of the Building which the Insured do not occupy;

- 1 UPVC, or Aluminium or plastic framed glazed doors** – a multipoint lock which, where installed after 30/06/2011, conforms to PAS 3621 (including amendments) or a cylinder operated mortise deadlock. For double doors, the first closing section must have integral or surface mounted bolts which shoot into the frame at the top and the floor at the bottom of the door. The final closing section must have a cylinder operated mortise deadlock.
- 2 Armoured plate glass doors** – door manufacturer's integral locks.
- 3 Other single-leaf doors** – provided the door thickness is a minimum of 44mm a mortise deadlock to BS 3621 (including amendments) and a boxed steel striking plate at least 175mm long should be fitted. If the door thickness is less than 44mm secure with a deadlocking rim lock to BS 3621(including amendments). The Insured must put either of these into the deadlock position when the Premises are closed for business or unattended.

## Policy Conditions (continued)

**4 Double-leaf doors** – secure the final closing section with a lock as described in 3 above and secure the first closing section with bolts at least 175mm long and having a minimum throw of 20mm, which shoot into the frame at the top and the floor at the bottom of the door. Or, fit one section with bolts at the top and bottom (as described above) and both parts of the door with a padlock and locking bar. If the locking bar is on the outside of the door, it must be used with a padlock conforming to BS EN 12320 Security Grade 5 (including amendments). If the locking bar is internal, it must be used with a padlock conforming to BS EN 12320 Security Grade 4 (including amendments). The padlock bar must be of similar strength to the padlock and designed to be used specifically with the padlock, in both cases the padlock bar must be secured to the door with coach bolts.

**5 Fire exit doors** – the relevant enforcing authority must approve any locks on these doors. The Insurer must approve any locks or other method of security the Insured agrees following a discussion with the enforcing authority.

**6 Folding doors** – secure all folding sections with bolts at top and bottom, as described in 4 above. Dependent upon its construction, the last section must be secured with a lock as described in 3 above or with a coach bolted locking bar and padlock as described in 4 above.

**7 Sliding doors** – coach-bolted locking bar and padlock secured as described in 4 above, or a deadlock with a hook bolt which conforms to BS 3621(including amendments).

**8 Wicket gates** – dependent upon its construction (see above) a mortise deadlock or deadlocking cylinder rim-latch to BS 3621 (including amendments) or locking bar and padlock as in 4 above.

**9 Roller Shutters** – these must conform to LPS 1175 (including amendments).

For electrically operated roller shutters, the Insured must fit a key operated isolation switch to the electricity supply to the controls. If this is not fitted then one of the measures for manually operated roller shutters shown below must be installed.

Where the operating controls for the roller shutters are external to the Premises, these are to be secured within a welded steel housing of at least 3mm thickness with a door or coverplate secured with a padlock conforming to BS EN 12320 Security Grade 4 (including amendments). The housing is to be so secured when the Premises are closed for business or unattended.

The Insurer requires one of the following for manually operated roller shutters:

- key operated "pinson" or "bullet" locks into each guide rail fitted as close to the bottom of the door as possible
- the chain of the door being secured to the wall bracket by a good-quality open-shackle padlock conforming to BS EN 12320 Security Grade 4 (including amendments).
- a bolt fitted to the shutter door internally with the bolt engaging into the door runner and padlocked into position using a padlock conforming to BS EN 12320 Security Grade 4 (including amendments).

## Policy Conditions (continued)

### Windows

All windows in external walls at ground floor and basement levels and any windows, fanlights and skylights in accessible positions (accessible means a window, fanlight and skylight that can be easily reached, such as one next to a low roof, especially a flat roof or a fire escape) which were originally made to open must have either

- 1 Window locks that use a key. Louvered windows must be replaced with either fixed glass, or a normal opening window which can be secured with a window lock used with a key.
- 2 Solid steel bars, fitted horizontally or vertically, not less than 19mm in diameter and not more than 125mm apart. These must be securely fixed to the brickwork or masonry around the window to a depth of at least 50mm. These must be set back by at least 50mm from the outside surface of the wall.

The bars must pass through tie bars, made of flat iron, at least 6mm thick and 40mm wide and the distance between the tie bars must not be more than 600mm.

### Keys

The Insured must remove all keys from the locks and keep them in a secure place or remove them from the Premises. If the Insured lives on the Premises, they must be removed to a secure place in the residential part of the Premises.

# Policy Exclusions

## Section Exclusions

### Applicable unless stated to the contrary under Exclusions in the Sections

#### This Policy does not cover:

#### 1 War

Loss, destruction, damage, death, Injury, disablement or liability or any consequential loss occasioned by war invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power

#### 2 Radioactive Contamination

Loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss or any legal liability of whatsoever nature directly or indirectly caused by or contributed to 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, reactor or other nuclear assembly or nuclear component thereof
- c** any weapon or other device utilizing radioactive material and/or matter and/or ionising radiation and/or atomic or nuclear fission and/or fusion or other like reaction
- d** the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter

Exclusion **a** and **b** do not apply to Section 2 – Employers' Liability other than in respect of

- i** the liability of any principal
- ii** liability assumed by the Insured under a contract or agreement which would not have attached in the absence of such contract or agreement.

Exclusions **c** and **d** do not apply to

Section 1 – Public Liability  
Section 2 – Employers' Liability and  
Section 5 – Personal Accident.

#### 3 Sonic Bangs

Damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds

#### 4 Northern Ireland Exclusion

Loss, destruction or damage and any consequential loss in Northern Ireland occasioned by or happening through or in consequence directly or indirectly of riot, civil commotion and (except in respect of Damage or any consequential loss by fire or explosion) strikers, locked out workers, persons taking part in labour disturbances or malicious persons

#### 5 Computer Date Exclusion

Damage or liability directly or indirectly caused by or consisting of or arising from the failure of any computer or other equipment or system for processing, storing or retrieving data, whether the property of the Insured or not, to achieve any or all of the purposes and consequential effects intended by the use of any number to denote a date including the failure

- a** correctly to recognise any date as its true calendar date

## Policy Exclusions (continued)

- b** to recognise, capture, save, retain, restore and/or correctly to manipulate, interpret, calculate or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date
- c** to recognise, capture, save, retain, restore and/or correctly to manipulate, interpret, calculate or process any data or information as a result of the operation of any command which has been programmed into any computer software or firmware, being a command which causes the loss of data or the inability to recognise, capture, save, retain, restore or correctly to manipulate, interpret, calculate or process any data on or after any date.

but the insurance shall not exclude any subsequent Damage which is not otherwise excluded

### 6 Trade Exclusions

Liability in respect of

- a** any work of demolition except
  - i** of buildings or part of a building when such work forms part of a contract for reconstruction alteration or repair by the Insured
  - ii** of other structures not exceeding 4 metres in height and not comprising or forming part of any building
- b** work in or on
  - i** aircraft and/or aerospace devices runways and/or ancillary areas to which aircraft and/or aerospace devices have access

- ii** any vessel or craft or device designed to float on or in or travel through water and/or harbours and ancillary areas to which such vessels or craft or devices have access

### c work on

- i** bulk oil, petrol, gas or chemical storage tanks or chambers
- ii** railways, tunnels or motorways
- iii** blast furnaces, bridges, chimney shafts, collieries, docks, gas works, mines, oil refineries, power stations, pylons, reservoirs, steeples, towers or viaducts

- d** quarrying, blasting or diving operations, water diversion, dam construction or work behind dams

- e** the use of explosives, tunnelling or piling work, underpinning or deliberate de-watering of the site

- f** the making of excavations exceeding in any part a depth of 2 metres from the surface

- g** the construction of public roads or the laying of main sewers unless incidental to any building contract undertaken by the Insured.

### 7 Excess

First part of each and every claim, for which the Insured is responsible.

### 8 E-Risks

- a** Loss or destruction of or damage to any Computer Equipment (as defined below) consisting of or caused directly or indirectly by:
  - i** programming or operator error whether by the Insured or any other person
  - ii** Virus or Similar Mechanism (as defined below)

## Policy Exclusions (continued)

- iii Hacking (as defined below)
- iv malicious persons
- v failure of external networks

unless, in respect of **i**, **ii** and **iii** above, such Damage results from a concurrent or subsequent cause not excluded by this or any other policy exclusion

- b** any financial loss or expense of whatsoever nature, including but not limited to business interruption, resulting directly or indirectly from the type of Damage described in paragraph **a** of this Exclusion unless, in respect of **a i**, **ii** or **iii** above, the financial loss or expense results from a concurrent or subsequent cause not excluded by this or any other policy exclusion
- c** Loss or destruction of or damage to any property other than Computer Equipment where it arises directly or indirectly out of Damage to any Computer Equipment of the type described in paragraph **a** of this Exclusion unless, in respect of Damage to other property arising from **a i**, **ii** or **iii** above, resulting from a concurrent or subsequent cause not excluded by this or any other policy exclusion
- d** Loss or destruction of or damage either to Computer Equipment or any other property where it consists of or arises directly or indirectly out of:
  - i** the erasure, loss, distortion, corruption or unauthorised access to or modification of information on computer systems or other records, programs or software by rioters, strikers, locked-out workers, persons taking part in labour disturbances or civil commotions, or malicious persons

- ii** the erasure, loss, distortion, corruption or unauthorised access to or modification of information on computer systems or other records, programs or software due to any cause not included in **d i** above
- iii** any misinterpretation, use or misuse of information on computer systems or other records, programs or software

unless, in respect of **d ii** and **iii** above, such Damage results from a concurrent or subsequent cause not excluded by this or any other policy exclusion

- e** any financial loss or expense of whatsoever nature, including but not limited to business interruption, where it arises directly or indirectly from the type of Damage described in paragraphs **c** and **d** of this Exclusion unless, in respect of **c**, **d ii** and **iii** above, the financial loss or expense results from a concurrent or subsequent cause not excluded by this or any other policy exclusion.

For the purpose of this Exclusion:

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

**Virus or Similar Mechanism** – means any program code, programming instruction or other 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' or 'Logic Bombs'.

## Policy Exclusions (continued)

**Hacking** – means unauthorised access to any computer or computer equipment, component, system or item, whether the property of the Insured or not, which processes, stores, transmits or retrieves data.

### 9 Terrorism

**a** in respect of England, Wales and Scotland but not the territorial seas adjacent thereto as defined in the Territorial Sea Act 1987:

Loss or destruction or damage or consequential loss of whatsoever nature, directly or indirectly caused by, resulting from or in connection with

- i** any Act of Terrorism, regardless of any other cause or event contributing concurrently or in any other sequence to such Act of Terrorism
- ii** any action taken in controlling, preventing or suppressing any Act of Terrorism, or in any other way related to such Act of Terrorism

In respect of **a** above an Act of Terrorism (Terrorism) means:

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.

**b** in respect of territories other than those stated in **a** above

Loss or destruction or damage or any consequential loss of whatsoever nature, directly or indirectly caused by, resulting from or in connection with

- i** any act of Terrorism, regardless of any other cause or event contributing concurrently or in any other sequence to such act of Terrorism
- ii** any action taken in controlling, preventing or suppressing any act of Terrorism, or in any way related to such act of Terrorism

In respect of **b** above an act of Terrorism (Terrorism) means:

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

In any action suit or other proceedings where the Insurer alleges that by reason of this Exclusion any loss or destruction or damage or any consequential loss is not covered (or is covered only up to a specified limit of liability), the burden of proving to the contrary shall be upon the Insured.

In the event any part of this Exclusion is found to be invalid or unenforceable, the remainder shall remain in force and effect.

### 10 Territorial Limits

Damage, injury or liability arising out of any occurrence outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man, except where stated to the contrary.

## Policy Exclusions (continued)

### **11 Pollution or Contamination**

Loss, destruction or damage caused by or resulting from pollution or contamination except such loss or destruction of or damage to the Property Insured or, if applicable, loss resulting from loss or destruction of or damage to property used by the Insured at the Premises for the purpose of the Business caused by

- a** pollution or contamination which itself results from fire, lightning, explosion, aircraft or other aerial devices or articles dropped therefrom, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons other than thieves, earthquake, storm, flood, bursting, overflowing, discharging or leaking of water tanks, water apparatus or water pipes, sprinkler leakage or impact by any road vehicle or animal, always provided that such peril is insured by this Policy
- b** any of the perils listed in **11a** which itself results from pollution or contamination.

### **12 Changes In Water Table Level**

Damage attributable solely to changes in the water table level.

# Section 1 – Public Liability

## Definitions

### Act of Terrorism

Any act including but not limited to the use of force or violence and/or threat thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political religious ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear.

### Asbestos

Asbestos or fibres or particles of asbestos or any material containing asbestos

### Injury

- 1 bodily injury, death, disease, illness, mental injury or nervous shock
- 2 invasion of the right of privacy, false arrest, false imprisonment, false eviction or malicious prosecution of any person other than an Employee.

### Pollution or Contamination

- 1 all pollution or contamination of buildings or other structures or of water or land or the atmosphere and
- 2 all Injury, loss or damage directly or indirectly caused by such pollution or contamination.

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

### Territorial Limits

- 1 Great Britain, Northern Ireland, the Channel Islands and the Isle of Man
- 2 any other member country of the European Union
- 3 elsewhere in the world in respect of Injury or Damage caused by or arising from non-manual activities of any partner, director or Employee of the Insured normally resident within Great Britain, Northern Ireland, the Channel Islands and the Isle of Man and occurring during any journey or temporary visit.

## Cover

**The Insurer will indemnify the Insured against legal liability to pay compensation and claimants costs and expenses in respect of accidental**

- a Injury to any person
- b Damage to material property
- c nuisance, trespass, obstruction or interference with any right of way, light, air or water resulting in financial loss

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

### Costs and Expenses

In addition the Insurer will pay costs and expenses incurred by the Insurer or with its written consent

- a in connection with the defence of any claim
- b for representation of the Insured
  - i at any coroner's inquest or fatal accident inquiry in respect of death
  - ii at proceedings in any court of summary jurisdiction or on indictment in any higher court in respect of any alleged breach of statutory duty resulting in Injury or Damage

which may be the subject of indemnity under this Section. Limit of Indemnity

- a The Insurer's liability for all compensation payable in respect of
  - i any one occurrence or all occurrences of a series consequent on or attributable to one source or original cause
  - ii all Pollution or Contamination which is deemed to have occurred during any one Period of Insurance

shall not exceed the Limit of Indemnity.

## Section 1 – Public Liability (continued)

- b** In respect of all claims against the Insured made within the legal jurisdiction of the United States of America or Canada or any dependency or trust territory the Limit of Indemnity shall be inclusive of the amount of all
  - i** claimants' costs and expenses
  - ii** costs and expenses incurred by the Insurer or with the written consent of the Insurer in connection with the defence of such claims.
- a** any officer, committee member or other member of the Insured's canteen, social, sports or welfare organisations or ambulance first aid, fire, medical or security services against liability incurred in such capacity
- b** any partner, director or Employee of the Insured against liability incurred in such capacity and in respect of which the Insured would have been entitled to indemnity under this Section if the claim had been made against the Insured

Provided that

- a** in respect of an Act of Terrorism the Limit of Indemnity shall not exceed £5,000,000. If the Insurer alleges that by reason of this limitation any loss damage cost or expense is not covered the burden of proving the contrary shall be upon the Insured.
- b** in respect of the indemnity provided under this Section for Extension 11 – Corporate Manslaughter and Corporate Homicide Act 2007 - Legal Defence Costs
  - i** the liability of the Insurer shall not exceed £5,000,000 or the Limit of Indemnity (whichever is lesser) in any one Period of Insurance
  - ii** all amounts payable will form part of and not be in addition to the Limit of Indemnity
  - iii** where the Insurer has already indemnified the Insured in respect of legal costs or expenses incurred in connection with the defence of criminal proceedings (including appeals against conviction arising from such proceedings) arising out of the same cause or occurrence which gave rise to said proceedings under another Section of the Policy the amount paid under that Section shall contribute to the maximum amount payable under this Section.

### Extensions

**Subject to the terms, limits, conditions and exclusions of this Section and the Policy)**

#### 1 Indemnity to Other Parties

If the Insured so requests the Insurer will indemnify the following parties:

as though each such party was individually named as the Insured in this Section

- c** any principal for whom the Insured have agreed to execute work under contract or agreement against liability arising out of the performance of such work by the Insured and in respect of which the Insured is legally liable and would have been entitled to indemnity under this Section if the claim had been made against the Insured.

Provided that

- i** each such party shall observe fulfil and be subject to the terms and conditions of this Section and the Policy Conditions in so far as they can apply
  - ii** the Insurer's liability to the Insured and all parties indemnified shall not exceed in total the Limit of Indemnity.
- 2 Health and Safety at Work – Legal Defence Costs**
- The Insurer will indemnify the Insured and if the Insured so requests any partner, director or Employee of the Insured in the terms of this Section in respect of
- a** costs and expenses incurred with the Insurer's written consent
  - b** costs and expenses of the prosecution awarded against any such party

in connection with criminal proceedings or an appeal against conviction arising from such proceedings brought in respect of any offence under the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 committed or alleged to have been committed during the Period of Insurance in connection with the Business.

## Section 1 – Public Liability (continued)

Provided that

- i the proceedings relate to the health safety or welfare of any person other than an Employee
- ii the Insurer shall have the absolute conduct and control of all the said proceedings and appeals

The Insurer will not pay for

- a fines or penalties of any kind
- b proceedings or appeals in respect of any deliberate or intentional criminal act or omission
- c costs or expenses insured by any other policy.

### 3 Motor Contingent Liability

The Insurer will indemnify the Insured in the terms of this Section against liability arising out of the use in connection with the Business of any vehicle not owned provided or being driven by the Insured but this Section does not cover any such liability

- a in respect of Damage to the said vehicle
- b arising out of any such use in any country outside the European Union
- c incurred by any party other than the Insured
- d incurred by any party identified in Extension 1 – Indemnity to Other Parties other than an Employee

### 4 Court Attendance Compensation

If during the Period of Insurance any partner, director or Employee of the Insured is required to attend court as a witness at the request of the Insurer in connection with a claim which is the subject of indemnity under this Section the Insurer will pay compensation to the Insured on the following scale for each day that attendance is required:

- |                           |             |
|---------------------------|-------------|
| i any director or partner | <b>£750</b> |
| ii any Employee           | <b>£250</b> |

### 5 Joint Insured Cross Liabilities

If more than one party is named as the Insured this Section shall apply as though each were insured separately provided that the Insurer's liability to all parties indemnified shall not exceed in total the Limit of Indemnity.

### 6 Overseas Personal Liability

The Business is extended to include personal activities (not connected with any gainful occupation or profession nor with the ownership or tenure of any land or building) of any partner director or Employee of the Insured or family member of such partner, director or Employee normally resident within the Territorial Limits as defined in this Section, in the course of any journey or temporary visit to any other country made in connection with the Business.

### 7 Data Protection

The Insurer will indemnify the Insured and at the Insured's request any partner director or Employee of the Insured against the sums which the Insured or any director, partner or Employee of the Insured become(s) legally liable to pay as compensation for damage or distress resulting from failure of the Insured to comply with data protection legislation and caused in connection with the Business during the Period of Insurance.

Provided that the Insured is

- i a registered user in accordance with the terms of the Act
- ii not in business as a computer bureau

The total amount payable including all costs and expenses under this Extension in respect of all claims occurring during any one Period of Insurance is limited to £250,000

The Insurer will not pay for

- i any damage or distress caused by any deliberate act or omission by the Insured the result of which could reasonably have been expected by the Insured having regard to the nature and circumstances of such act or omission
- ii any damage or distress caused by any act of fraud or dishonesty
- iii the costs and expenses of rectifying rewriting or erasing data
- iv liability arising from the recording processing or provision of data for reward or to determine the financial status of any person
- v the payment of fines or penalties.

## Section 1 – Public Liability (continued)

### 8 Defective Premises Act 1972

The Insurer will indemnify the Insured in the terms of this Section against liability incurred by the Insured under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with premises or land disposed of by the Insured.

This extension does not cover

- a the cost of rectifying any Damage or defect in the premises or land disposed of
- b liability for which the Insured is entitled to indemnity under any other insurance
- c liability arising out of the presence of Asbestos

### 9 Contractual Liability

In respect of liability assumed by the Insured by a contract or agreement entered into by the Insured and which would not have attached in the absence of such contract or agreement the indemnity provided by this Section shall only apply if the sole conduct and control of any claim is vested in the Insurer.

The Insurer will not pay for liquidated damages or fines or damages imposed by or payable under any penalty clause.

### 10 Consumer Protection and Food Safety Acts – Legal Defence Costs

The Insurer will indemnify the Insured and if the Insured so request any partner, director or Employee of the Insured in the terms of this Section in respect of legal costs and expenses incurred with the written consent of the Insurer in connection with the defence of any criminal proceedings or an appeal against conviction arising from such proceedings brought in respect of any offence under

- a part 2 of the Consumer Protection Act 1987 or
- b section(s) 7, 8, 14 and/or 15 of the Food Safety Act 1990

committed or alleged to have been committed during the Period of Insurance in connection with the Business.

Provided that the Insurer shall have the conduct and control of all said proceedings and appeals.

The Insurer will not pay for

- i fines or penalties of any kind
- ii proceedings or appeals in respect of any deliberate act or omission
- iii costs or expenses insured by any other policy.

### 11 Corporate Manslaughter and Corporate Homicide Act 2007 – Legal Defence Costs

The Insurer will indemnify the Insured in respect of

- a legal costs and expenses incurred with the prior written consent of the Insurer and
- b costs of the prosecution awarded against the Insured

in connection with the defence of any criminal proceedings (including any appeal against conviction arising from such proceedings) brought under The Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent in the Channel Islands or the Isle of Man in respect of any fatal injury occurring during the Period of Insurance in the course of the Business and which may be the subject of indemnity under this Section

Provided that the Insurer agrees details of the specific solicitor or counsel who are to act on behalf of the Insured prior to their appointment

The Insurer will not pay for

- i any fines or penalties imposed on the Insured or the cost of implementing any remedial order or publicity order
- ii legal costs and expenses in connection with an appeal unless a solicitor or counsel advise that there are strong prospects of succeeding in the appeal or recovering costs awarded against the Insured at all times throughout the appeals process.

## Section 1 – Public Liability (continued)

Any change to such prospect of success during the appeals process may result in cover being removed

- iii** costs and expenses provided by another source or any other insurance or where but for the existence of this Extension would have been provided by such source or insurance
- iv** costs and expenses in connection with the defence of any criminal proceedings brought in any country other than Great Britain, Northern Ireland, the Channel Islands and the Isle of Man
- v** costs and expenses in connection with the defence of any criminal proceedings resulting from any deliberate or intentional criminal act or omission by the Insured or any partner or director of the Insured or any Employee

# Section 1 – Public Liability (continued)

## Section Exclusions

**Policy Exclusions 1, 2, 5 and 6 apply to this Section and in addition the Insurer will not pay for:**

### 1 Injury to Employees

Liability in respect of Injury to any Employee arising out of and in the course of the employment or engagement of such person by the Insured.

### 2 Work on Offshore Installations

Liability in respect of Injury or Damage arising in connection with work on, or travel to or from Offshore Installations.

### 3 Fines, penalties, liquidated, punitive, exemplary or aggravated damages

Liability in respect of

- a fines, penalties or liquidated damages
- b punitive, exemplary or aggravated damages or any damages resulting from the multiplication of compensatory damages.

### 4 Pollution or Contamination

Liability in respect of

- a Pollution or Contamination occurring in the United States of America or Canada or any dependency or trust territory
- b Pollution or Contamination occurring elsewhere unless caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance.

### 5 Mechanically Propelled Vehicles

Liability arising out of the ownership, possession or use by or on behalf of the Insured of any mechanically propelled vehicle (or trailer attached thereto) which is required by any road traffic legislation to be the subject of compulsory insurance or other security but this Exclusion shall not apply

- a while such vehicle is being used as a tool of trade (other than in respect of liability which is compulsorily insurable under road traffic legislation)
- b in respect of the loading or unloading of such vehicle or the delivery or collection of goods to or from such vehicle except where more specifically insured by any other policy.

### 6 Vessels or Craft

Liability arising out of the ownership, possession or use by or on behalf of the Insured of any vessel or craft designed to travel in, on or through water, air or space (other than hand-propelled watercraft).

### 7 Property in the charge or control of the Insured

Liability in respect of Damage to any property belonging to or in the charge or control of the Insured other than

- a personal effects or vehicles of any partner, director or Employee of or visitor to the Insured
- b premises (and their contents) not belonging, leased, rented or hired to the Insured but temporarily in the charge of the Insured for the purpose of carrying out work
- c premises (including their fixtures and fittings) leased, rented or hired to the Insured but this Section does not cover liability attaching to the Insured solely under the terms of any tenancy or other agreement.

## Section 1 – Public Liability (continued)

### 8 Damage to Goods Supplied

Liability in respect of

- a Damage to any goods or other property sold, supplied, delivered, installed or erected by or on behalf of the Insured
- b all costs of or arising from the need for making good, removal, repair, rectification, replacement

or recall of

- i any such goods or property
- ii any defective work executed by or on behalf of the Insured

except that **8a** and **8bi** above shall not apply to liability in respect of Damage to the said goods or property if such Damage is caused by or arises from

- 1 any alteration, repair or servicing work executed
- 2 any other goods or property sold, supplied, delivered, installed or erected

by the Insured under a separate contract.

### 9 Advice and Design

Liability for Injury or Damage arising out of or in connection with advice, design, formula, specification, inspection, certification or testing provided or performed for a fee by or on behalf of the Insured.

### 10 Contract Works and J.C.T. Clause 6.5.1

Liability in respect of Damage to any property

- a comprising or to be incorporated in the contract works in respect of any contract undertaken by the Insured
- b against which the Insured are required to effect insurance under the terms of Clause 6.5.1. of the J.C.T. (R.I.B.A.) Conditions of Contract or of any other contract condition requiring insurance of a like kind.

### 11 Excess

The Excess.

### 12 Temporary Employees

Liability in respect of Employees engaged on a temporary basis unless a figure in respect of temporary employees is shown on the Schedule.

### 13 Asbestos

- a Liability in any way caused by, arising from or contributed to by
  - i exposure to or inhalation of Asbestos
  - ii fear of the consequences of exposure to or inhalation of Asbestos
- b Liability for the costs of management (including those of any persons under any statutory duty to manage), removal, repair, alteration, recall, replacement or reinstatement of any property arising out of the presence of Asbestos

# Section 1 – Public Liability (continued)

## Section Conditions

### The Policy Conditions apply to this Section and in addition

#### 1 Fire Precautions

It is a condition precedent to any liability that the following precautions shall be complied with by the Insured, their Employees or by their subcontractors whenever carrying out any work involving the application of heat or use of angle grinders and no liability shall attach to the Insurer unless the precautions shall have been complied with:

- a when blow torches, blow lamps, electric oxy-acetylene or other welding or flame cutting equipment, hot air guns or angle grinders are to be used
  - i a thorough examination of the immediate vicinity of the work (including the area of work itself and including the area on the other side of any wall or partition) shall be made to see whether any combustible material is in danger of ignition either directly and/or by conduction of heat and a record of inspection kept
  - ii all moveable and combustible materials (including materials to be worked upon or which have been worked upon and to the greatest extent practicable, any materials in the course of being worked upon) shall be removed away from the immediate vicinity of the work (to a distance of not less than 15 metres from the point of application of heat or use of angle grinders)
  - iii all combustible materials which cannot be moved (including materials to be worked upon or which have been worked upon and to the greatest extent practicable, any materials in the course of being worked upon) shall be covered and fully protected by overlapping sheets or screens of non-combustible material
- b there shall be available for immediate use at the site of the work either
  - i 2 portable multi-purpose dry powder fire extinguishers to European Standard BS EN3 or British Standard BS 5423 with a minimum capacity of 4.0 kilograms each and serviced in accordance with BS 5306-3 or
  - ii a hydraulic hose reel provided the situation is one where water would not aggravate a fire or explosion
- c the lighting of all blow lamps, blow torches, welding and cutting equipment shall be carried out strictly in accordance with the manufacturers instructions and no piece of lighted equipment shall be left unattended
- d where the equipment involves the use of gas cylinders, those not required for immediate use shall be kept outside the building in which the work is taking place (and in any event at least 15 metres from the point of application of heat or use of angle grinders)
- e any tar bitumen or asphalt boiler shall not be left unattended and shall be located at ground level on a non-combustible surface and in the open air whilst lighted
- f for one (1) hour after completion of each period of work or stage of work involving the application of heat or use of angle grinders or for one (1) hour after the completion of work involving the application of heat or use of angle grinders in any area in all circumstances that the area previously worked upon ceases to be sufficiently visible to ensure that any outbreak of fire or signs of the possible outbreak of fire will be noticed any area or areas in which work has been carried out shall not be left unattended and a thorough inspection of the area surrounding the work (including that described in paragraph a i of this condition) shall be made at frequent intervals up to the end of the period of one (1) hour to ensure that nothing is smouldering and there is no risk of fire (and a record of inspections shall be kept).

## Section 1 – Public Liability (continued)

### 2 Underground Services

It is a condition precedent to any liability in respect of Damage to pipes, cables, mains or other underground services arising out of or caused by digging, drilling, boring, excavation, or earth moving operations, that:

- a** the Insured shall prior to the commencement of such work
  - i** have made enquiries with the owner or relevant authority responsible as to the location of existing pipes, cables, mains or other underground services and shall have received written confirmation or have confirmed any conversation in writing
  - ii** carry out investigation using remote electrical devices to locate existing pipes, cables, mains or other underground services where practicable
  - iii** convey the location of such pipes, cables, mains and underground services to those Employees or contractors carrying out such work on behalf of the Insured
- b** the Insured shall adopt or cause to be adopted a method of work which minimises the risk of Damage to pipes, cables, mains and other underground services
- c** the Insured shall retain a full written record of the enquiries and measures taken to locate and minimise the risk of Damage to such pipes cables mains and other underground services.

### 3 Bona Fide Subcontractors

In respect of work commencing within the Period of Insurance it is a condition precedent to liability in respect of Injury or Damage arising out of or caused by work undertaken on behalf of the Insured by bona fide subcontractors that:

- a** the Insured obtain and retain a written record that such subcontractors have in force throughout the duration of any work undertaken by them on behalf of the Insured Public Liability Insurance with a limit of indemnity not less than £1,000,000 covering legal liability for Damage to property and Injury to any person other than an employee
- b** in the event of a claim related to work undertaken by bona fide subcontractors the Insured shall provide documentary evidence of the Public Liability Insurance held by such subcontractors at the time of their appointment to carry out the work.

## Section 2 – Employers’ Liability

### Definitions

#### Territorial Limits

- 1 Great Britain, Northern Ireland, the Channel Islands and the Isle of Man
- 2 elsewhere in the world in respect of Injury sustained by any Employee resident within the territories specified in definition 1 above and caused whilst such Employee is temporarily employed outside these territories, provided that any action for compensation in respect of such Injury is brought in a court of law within the said territories or any other member country of the European Union.

#### Act of Terrorism

Any act including but not limited to the use of force or violence and/or threat thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political religious ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear.

### Cover

The Insurer will indemnify the Insured against legal liability to pay compensation and claimants costs and expenses in respect of Injury sustained by any Employee arising out of and in the course of the employment or engagement of such person by the Insured in connection with the Business and caused within the Territorial Limits during the Period of Insurance.

#### Costs and Expenses

In addition the Insurer will pay costs and expenses incurred by the Insurer or with the written consent of the Insurer

- a in connection with the defence of any claim
- b for representation of the Insured
  - i at any coroner’s inquest or fatal accident inquiry in respect of death
  - ii at proceedings in any court of summary jurisdiction or on indictment in any higher court in respect of any alleged breach of statutory duty resulting in Injury

which may be the subject of indemnity under this Section.

#### Limit of Indemnity

The Insurer’s Limit of Indemnity for all compensation, costs and expenses payable in respect of any one claim or series of claims arising out of one occurrence shall not exceed the Limit of Indemnity.

Provided that

- a in respect of an Act of Terrorism the Limit of Indemnity shall not exceed £5,000,000. If the Insurer alleges that by reason of this limitation any loss damage cost or expense is not covered the burden of proving the contrary shall be upon the Insured.
- b in respect of the indemnity provided under this Section for Extension 5 - Corporate Manslaughter and Corporate Homicide Act 2007 - Legal Defence Costs
  - i the liability of the Insurer shall not exceed £5,000,000 in any one Period of Insurance
  - ii all amounts payable will form part of and not be in addition to the Limit of Indemnity
  - iii where the Insurer has already indemnified the Insured in respect of legal costs or expenses incurred in connection with the defence of any criminal proceedings (including appeals against conviction arising from such proceedings) arising out of the same occurrence which gave rise to said proceedings under another Section of the Policy the amount paid under that Section shall contribute to the maximum amount payable under this Section.

## Section 2 – Employers’ Liability (continued)

### Extensions

(Subject to the terms, limits, conditions and exclusions of this Section and the Policy)

#### 1 Indemnity to Other Parties

If the Insured so requests the Insurer will indemnify the following parties

- a any officer or committee member or other member of the Insured’s canteen, social, sports or welfare organisations or ambulance, first aid, fire, medical or security services against liability incurred in such capacity
- b any partner, director or Employee of the Insured against liability incurred in such capacity and in respect of which the Insured would have been entitled to indemnity under this Section if the claim had been made against the Insured

as though each party was individually named as the Insured in this Section

- c any principal for whom the Insured has agreed to execute work under contract or agreement against liability arising out of the performance of such work by the Insured and in respect of which the Insured is legally liable and would have been entitled to indemnity under this Section if the claim had been made against the Insured.

Provided that

- i each such party shall observe, fulfil and be subject to the terms and conditions of this Section and the Policy Conditions in so far as they can apply
- ii the Insurer’s liabilities to the Insured and all parties indemnified shall not exceed, in the aggregate, the Limit of Indemnity.

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

The Insurer will indemnify the Insured and if the Insured so requests any partner, director or Employee of the Insured in the terms of this Section in respect of

- a costs and expenses incurred with the Insurer’s written consent

- b costs and expenses of the prosecution or an appeal against any such party

in connection with criminal proceedings or an appeal against conviction arising from such proceedings brought in respect of any offence under the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 committed or alleged to have been committed during the Period of Insurance in connection with the Business.

Provided that

- i the proceedings relate to the health, safety or welfare of any Employee
- ii the Insurer shall have the absolute conduct and control of all the said proceedings and appeals
- iii the Insurer will not pay for
  - a fines or penalties of any kind
  - b proceedings or appeals in respect of any deliberate or intentional criminal act or omission
  - c costs or expenses insured by any other policy.

#### 3 Unsatisfied Court Judgements

If a judgement for compensation or costs in respect of Injury sustained by any Employee arising out of and in the course of employment or engagement by the Insured in connection with the Business and caused within the Territorial Limits during the Period of Insurance

- a is obtained by such Employee in any court situate within Great Britain, Northern Ireland, the Channel Islands and the Isle of Man against any person or corporate body domiciled or operating from premises within such territories and
- b remains wholly or partly unsatisfied 6 months after the date of such judgement

the Insurer will if the Insured so requests pay to the said Employee the amount of any such compensation and costs to the extent that they remain unsatisfied.

## Section 2 – Employers’ Liability (continued)

Provided that

- i there is no appeal outstanding
- ii the Employee shall have assigned the judgement to the Insurer
- iii this Section was shown as operative in the Schedule at the time of the Injury.

#### 4 Court Attendance Compensation

If during the Period of Insurance any partner, director or Employee of the Insured is required to attend court as a witness at the request of the Insurer in connection with a claim which is the subject of indemnity under this Section the Insurer will pay compensation to the Insured on the following scale for each day that attendance is required

- i any director or partner      **£750**
- ii any Employee                      **£250**

#### 5 Corporate Manslaughter and Corporate Homicide Act 2007 – Legal Defence Costs

The Insurer will indemnify the Insured in respect of

- a legal costs and expenses incurred with the prior written consent of the Insurer and
- b costs of the prosecution awarded against the Insured

in connection with the defence of any criminal proceedings (including any appeal against conviction arising from such proceedings) brought under The Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent legislation in the Channel Islands or the Isle of Man in respect of any fatal injury sustained and caused during the Period of Insurance in the course of the Business and which may be subject to indemnity under this Section

Provided that the Insurer agrees details of the specific solicitor or counsel who are to act on behalf of the Insured prior to their appointment.

The Insurer will not pay for

- i any fines or penalties imposed on the Insured or the cost of implementing any remedial order or publicity order
- ii legal costs and expenses in connection with an appeal unless a solicitor or counsel advise that there are strong prospects of succeeding in the appeal or recovering costs awarded against the Insured at all times throughout the appeals process.

Any change to such prospect of success during the appeals process may result in cover being removed

- iii costs and expenses provided by another source or any other insurance or where but for the existence of this Extension would have been provided by such source or insurance
- iv costs and expenses in connection with the defence of any criminal proceedings brought in any country other than Great Britain, Northern Ireland, the Channel Islands and the Isle of Man
- v costs and expenses in connection with the defence of any criminal proceedings resulting from any deliberate or intentional criminal act or omission by the Insured or any partner or director of the Insured or any Employee.

## Section 2 – Employers’ Liability (continued)

### Section Exclusions

**Policy Exclusions 2 and 6 apply to this Section and in addition this Section does not cover:**

- 1 Work on Offshore Installations**  
Injury to any Employee who is working on visiting or travelling to or from Offshore Installations.
- 2 Mechanically Propelled Vehicles**  
Liability in respect of Injury to any Employee arising out of the ownership possession or use by or on behalf of the Insured of any mechanically propelled vehicle or trailer attached thereto if such liability is required by any road traffic legislation to be the subject of compulsory insurance or other security.
- 3 Temporary Employees**  
Liability in respect of Employees engaged on a temporary basis unless a figure in respect of temporary employees is shown on the Schedule.

### Section Conditions

**The Policy Conditions apply to this Section and in addition:**

- 1 Compulsory Insurance Legislation**  
The indemnity granted by this Section is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to Employees in the territories specified by the Territorial Limits definition of this Section but the Insured shall repay to the Insurer all sums paid by the Insurer which the Insurer would not have been liable to pay but for the provisions of such law.
- 2 Certificate of Employers’ Liability Insurance**  
If this Policy or Section is cancelled the certificate of Employers’ Liability insurance is cancelled from the same date.

## Section 3 – Tools

### Definitions

#### Tool(s)

Any hand tool or any hand held portable power tool or their parts (other than any Mechanically Propelled Constructional Plant) belonging to or hired or leased by any Insured Person for which they are legally responsible

#### Mechanically Propelled Construction Plant

Self propelled vehicles designed to be used solely as a tool of trade on a contract site or vehicles which are not licensed for road use and used solely as a tool of trade on a contract site and mechanical plant (excluding hand tools and any hand held portable power tools or their parts)

#### Territorial Limits

- 1 Great Britain, Northern Ireland, the Channel Islands and the Isle of Man
- 2 any other country in the European Union

#### Insured Person

Insured or any partner, director or permanent Employee of the Insured

### Cover

The Insurer will indemnify the Insured against Damage to Tools occurring during the Period of Insurance and within the Territorial Limits definition of this Section.

The Insurer will pay the value of any such Tool or at its option replace, reinstate or make good the Damage.

#### Limit of Indemnity

The Insurer's liability under this Section shall not exceed the single article limit set out in the Schedule in respect of Damage to each Tool and in the aggregate (for each Insured Person) the Sum Insured in respect of all Tools damaged in any one Period of Insurance.

### Section Exclusions

**The Policy Exclusions apply to this Section and in addition this Section does not cover**

- 1 the Excess
- 2 any consequential loss
- 3 any Damage by theft or attempted theft of Tools
  - a by any Insured Person or persons employed by the Insured
  - b left unattended on any site or premises where the Insured or any Employee is carrying out work in connection with the Business unless stored in a securely locked building
  - c from within any unattended vehicle unless
    - i all doors and windows and other points of access have been closed and securely locked
    - ii such vehicle is in a securely locked building overnight. (For the purpose of this Section overnight shall mean from 9.00pm, or whenever the vehicle was last occupied, whichever is the earlier to 6.00am or until the vehicle is first used, whichever is the later).
  - d elsewhere within the Territorial Limits unless stored in a securely locked building.
- 4 any Damage caused by or arising out of wear and tear, corrosion, obsolescence, rust, mildew, wet or dry rot, frost or other deterioration, normal upkeep or making good, depreciation, mechanical or electrical breakdown or derangement failures or breakages

## Section 3 – Tools (continued)

- 5 any Damage to any mechanically propelled vehicle or waterborne vessel or craft
- 6 any Damage to cutting edges, cutting tools, trailing cables, flexible pipes, driving chains, conveyor belts, driving belts or articles of a brittle nature, unless caused by fire lightning or storm or the theft of a complete item
- 7 unexplained disappearance or inventory shortage
- 8 any Damage to rubber tyres by the application of brakes or by punctures, cuts or bursts

### Section Conditions

**The Policy Conditions except number 10 apply to this Section.**

## Section 4 – Contract Works

### Definitions

#### Contract Price

The sum agreed between the Insured and his principal or Employee as payment for completion of the works or where there is no principal or employee, the value of the works to be completed on site.

#### Insured Person

The Insured or any partner director or permanent Employee of the Insured.

#### Maintenance Period

Period specified in the contract during which the Insured is responsible for rectifying defects arising from the Contract Works.

#### Mechanically Propelled Construction Plant

Self propelled vehicles designed to be used solely as a tool of trade on a contract site or vehicles which are not licensed for road use and used solely as a tool of trade on a contract site.

#### Money

Cash, bank and currency notes, cheques, crossed bankers drafts, postal orders, luncheon vouchers, current postage stamps, trading stamps, holiday with pay stamps, National Savings stamps, National Savings certificates, Premium Bonds, credit sales vouchers or receipts, VAT purchase invoices, unexpired units in franking machines, gift tokens, deeds, bonds, bills of exchange, promissory notes, treasury notes or securities and consumer redemption vouchers, belonging to the Insured or for which the Insured are responsible.

#### Property Insured

Any property belonging to the Insured or for which they are responsible and for which a Sum Insured is included in the Schedule whilst on or adjacent to the Contract Works and intended for use in connection with the contract including

##### a Contract Works

The permanent and temporary works undertaken by or on behalf of the Insured in performance of the contract or speculative development including Site Materials anywhere within the Territorial Limits but excluding any contract

- i where the original Contract Price exceeds the maximum amount specified in the Schedule
- ii which is separately insured

##### b Site Materials

All unfixed materials and goods delivered to or placed on or adjacent to the Contract Works and intended for incorporation in them but excluding Own Plant and Tools, Hired in Plant and Tools, Temporary Buildings and Hired in Temporary Buildings

##### c Own Plant and Tools

Tools, contractors plant and equipment belonging to the Insured or hired to them under a hire purchase or lease agreement or on free loan and for use in connection with the Contract Works

##### d Hired in Plant and Tools

Tools, contractors plant and equipment hired by the Insured and for which they are responsible under the terms of their hiring agreement or otherwise but not plant on hire purchase or subject to a lease agreement or on free loan and for use in connection with the Contract Works

##### e Temporary Buildings

Site huts and other temporary accommodation and their contents (other than computer or other data processing equipment) belonging to the Insured or hired by them under a hire purchase or lease agreement or on a free loan and for use in connection with the Contract Works

## Section 4 – Contract Works (continued)

### f **Hired in Temporary Buildings**

Site huts and other temporary accommodation and their contents (other than computer or other data processing equipment) hired by the Insured and for which they are responsible under the terms of their hiring agreement but not site huts and other temporary accommodation and their contents on a hire purchase agreement or subject to a lease agreement or on a free loan and for use in connection with the Contract Works

### g **Property Awaiting Sale**

Property built by the Insured including show houses and show flats whilst not under a contract for sale or rental after the date of completion. Completion shall mean completed or complete other than the prospective purchasers or tenants choice of decorations or final fitments

### h **Employees Tools and Personal Effects**

Employees hand tools and personal effects whilst on or adjacent to the Contract Works and intended for use in connection with the contract.

### **Territorial Limits**

- a Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.
- b any other country of the European Union.

### **Terrorism**

Any act including but not limited to the use of force or violence and/or threat thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political religious ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear.

### **Tool(s)**

Any hand tool or any hand held portable power tool or their parts (other than any Mechanically Propelled Constructional Plant)

### **Unoccupied Building**

Any building or part of any building which is empty or not in use by the Insured or any tenant of the Insured.

### **Cover**

- 1 The Insurer will indemnify the Insured against Damage to the Property Insured occurring during the Period of Insurance by any cause not excluded by this Section.
- 2 In addition the Insurer will indemnify the Insured against Damage to the Contract Works occurring during the Period of Insurance
  - a happening during any Maintenance Period and arising from a cause occurring prior to the commencement of the Maintenance Period
  - b caused by the Insured in the course of any operations carried out by them during the Maintenance Period for the purpose of complying with their obligations in respect of maintenance or making good of defects as may be referred to in the conditions of contract.

### **Limit of Indemnity**

The Insurer's liability for any one loss during any one Period of Insurance shall not exceed in total the maximum contract price or Sum Insured for each item shown on the Schedule.

### **Inflation Protection**

If at any time the Contract Price is exceeded, the Sum Insured shown as the maximum contract price shall be increased similarly by an amount not exceeding 10%.

## Section 4 – Contract Works (continued)

### Extensions

(Subject to the terms conditions exclusions and limits of this Section and the Policy)

#### 1 Employers' Interest

This Section extends to include the interest of any employer for whom the Insured is carrying out a contract to which this Section applies but only to the extent that such interest is required to be insured jointly with that of the Insured under the contract conditions.

#### 2 Professional Fees

The maximum contract price includes an amount in respect of architects, surveyors, consulting engineers and other fees necessarily incurred in the reinstatement, repair or replacement of the Property Insured following Damage by any cause insured by this Section but not such fees for preparing or contending any claim. The amount payable for such fees shall not exceed that authorised by the appropriate professional body.

#### 3 Debris Removal

The insurance by this Section includes costs and expenses necessarily incurred with the Insurer's consent in:

- a removing debris
- b dismantling or demolishing
- c shoring up or propping
- d cleaning or repairing drains, service mains, gullies, manholes and the like within the site of the Contract Works

of the portion or portions of the Property Insured damaged in circumstances giving rise to a claim under this Section.

The Insurer will not pay for such costs and expenses

- i arising from Pollution or Contamination of property not insured by this Section
- ii exceeding 10% of the Sum Insured under each item of this Section and provided always the Sum Insured shown in the Schedule remains the Insurer's maximum liability.

#### 4 Property Stored

The insurance by this Section extends to include Damage to Site Materials which are intended for incorporation within the Contract Works whilst temporarily stored anywhere within the Territorial Limits but only to the extent that the Insured is liable under the contract conditions or such Site Materials have been allocated to a specific contract undertaken or to be undertaken by the Insured.

#### 5 Property in Transit

The insurance by this Section extends to include the Property Insured whilst in transit in the Territorial Limits by road, rail or inland waterway including Mechanically Propelled Construction Plant whilst under its own power.

#### 6 Immobilised Plant

The insurance by this Section extends to include any necessary costs incurred in the recovery of Own Plant and Tools or Hired in Plant and Tools which may become immobilised or immovable whilst being used in connection with the contract provided that the cause of such immobilisation or immovability is the subject of an admissible claim under this Section.

#### 7 Free Materials

Property for which the Insured is responsible shall include all materials and goods supplied free of charge for incorporation in contracts insured by this Section provided always the Sum Insured shown in the Schedule remains the Insurer's maximum liability.

#### 8 Re-drawing Plans and Documents

The insurance by this Section extends to include Damage to plans, drawings, specifications, documents and records whilst anywhere in the Territorial Limits (except on sites of contracts not insured by this Section) provided that the Insurer's liability is limited to

- a the value of the materials as stationery together with the cost of clerical labour involved in their reproduction, and not the value to the Insured of the information contained therein
- b £25,000 in respect of any one claim or any one Period of Insurance.

## Section 4 – Contract Works (continued)

### 9 Local Authorities

The insurance in respect of the Contract Works extends to include such additional cost of reinstatement following Damage to the Property Insured as may be incurred solely by reason of the necessity to comply with Building or Other Regulations under or framed in pursuance of any Act of Parliament or with Bye-Laws of any Public Authority.

The Insurer will not pay for

- a such additional cost incurred
  - i which can be recovered elsewhere
  - ii where notice has been served upon the Insured prior to Damage
  - iii for which there is an existing requirement which has been implemented within a given period
  - iv in respect of any part of such Property Insured which is undamaged other than the foundations or that part which is the subject of Damage
- b the amount of any rate, tax, duty, development or other charge or assessment arising out of capital appreciation which may be payable by reason of compliance with any of the aforesaid Regulations or Bye-Laws

provided that the work of reinstatement shall be commenced and carried out without unreasonable delay.

### 10 Negligent Breakdown and Continuing Hire Charges

Subject to a Sum Insured appearing against the Hired in Plant and Tools and Hired in Temporary Buildings items on the Schedule the Insurer will indemnify the Insured in respect of

- a Damage to Hired in Plant and Tools or Hired in Temporary Buildings hired by the Insured to undertake a contract arising from any breakdown of such property due to the negligence of or misuse or misdirection of the property on the part of the Insured or their employees. Provided always that

in respect of each occurrence the Insured shall be responsible for the first £250 of any Damage and the Insurer's liability shall not exceed the sum of £5,000 for any one item.

- b the Insured's liability under the terms of a hiring agreement or otherwise to pay continuing hire charges consequent upon Damage to or negligent breakdown of Hired in Plant and Tools or Hired in Temporary Buildings hired in by the Insured.

The period in respect of which payment is made under this extension in respect of any one occurrence shall be the period beginning 72 hours after the Damage and ending not later than 3 months after the Damage. The Insurer's liability shall not exceed the sum of £10,000 for any one loss.

### 11 Speculative Building – Property Awaiting Sale

The Insurer will indemnify the Insured in respect of Damage to any Property Awaiting Sale occurring during a period of 90 days after the date of practical completion.

Provided that

- a in respect of each occurrence the Insurer's liability shall not exceed £100,000 in respect of any one claim or series of claims arising out of any one original cause
- b in respect of each occurrence the Insured shall be responsible for the first £500 of any Damage
- c whenever any show house or show flat is closed for business all security devices shall be put into full and effective operation and that such devices shall include
  - i British Standard locks on all external doors
  - ii key operated window locks on all ground floor and other accessible windows
  - iii an intruder alarm with an audible signalling device.

## Section 4 – Contract Works (continued)

### 12 Employees Tools and Personal Effects

The insurance provided under this Section includes Damage to Employees Tools and Personal Effects whilst anywhere within the Territorial Limits.

### 13 Own Plant and Tools

The insurance provided under this Section extends to include Own Plant and Tools at the Insured's own premises, or elsewhere in a locked building or compound.

### 14 Consecutive Damage

Any Damage to the Property Insured at any one contract site during any period of 72 hours caused by or arising from storm, tempest, subsidence collapse, flood or other water damage shall for the purpose of the Excess be deemed to be one occurrence.

### 15 Expediting Costs

The insurance provided under this Section extends to include any additional costs of overtime, weekend and shift working hours, bonus payments, plant hire charges, express delivery and the like necessarily and reasonably incurred by the Insured with the consent of the Insurer to expedite reinstatement or replacement or repair of or Damage to the Contract Works for which an indemnity is being provided by this Section.

Provided that

- a** the Insurer will not be liable for any costs incurred which relate either to expedition or the completion of any construction, erection or installation of Property Insured not Damaged or to the expedition of the completion of the Contract Works at a faster rate than would have been obtained had no Damage occurred
- b** the Insurer's liability for such additional costs is limited to 10% of the Contract Price but not exceeding £25,000.

### 16 Housing Grants Act

The Insurance by this Section will indemnify the Insured against an award (or any part thereof) made in respect of a construction dispute and resulting from an adjudication procedure which complies with the provisions of the Housing Grants Construction and Regeneration Act 1996.

Provided that

- a** indemnity shall only apply to the extent that such an award relates to loss damage or liability for which an indemnity is provided by this Section
- b** any payment made by the Insurer in respect of such an award shall be made without prejudice to any other rights of the Insurer under this Section
- c** it is a condition precedent to any liability of the Insurer to make any payment under this Section that where there is a construction contract dispute relating to Damage or liability for which an indemnity is or may be provided by this Section
  - i** any notice received by the Insured from any party of intention to refer such a dispute for adjudication shall be forwarded to the Insurer immediately upon receipt
  - ii** the Insured shall provide notice to the Insurer of any intention by the Insured to refer any such dispute for adjudication
  - iii** the Insured shall not accept any award made by an adjudicator to such a dispute as being final without prior agreement of the Insurer.

## Section 4 – Contract Works (continued)

### Section Exclusions

**Policy Exclusions apply to this Section and, in addition, this Section does not cover:**

#### 1 Damage to:

- a any aircraft, aerospace device, tower crane, vessel, craft, or device designed to float in or on or travel through water or plant and equipment mounted on board
- b any mechanically propelled vehicle (including any attached trailer) for which a certificate of Motor Insurance is required, other than Mechanically Propelled Construction Plant
- c Money
- d property forming or which has formed part of any structure prior to the commencement of the Contract Works
- e property for which the Insured is relieved of responsibility by conditions of contract
- f property more specifically insured
- g the Contract Works or any part of them for which a Certificate of Practical Completion has been issued or which have been handed over to the employer or purchaser or occurring after the Contract Works have been completed pending sale other than to the extent stated in respect of the:
  - i Maintenance Period
  - ii Extension 11 Speculative Building – Property Awaiting Sale
  - iii period of 14 days immediately following the issue of a Certificate of Practical Completion during which the Insured shall under the conditions of the contract remain responsible for such permanent work or any part thereof

- h cutting edges, tools, trailing cables, flexible pipes, driving belts and chains or conveyor belts unless accompanied by Damage to the complete item
- i rubber tyres by the application of brakes or by punctures, cuts or bursts
- j Hired in Plant and Tools and Hired in Temporary Buildings unless such hire is subject to the recommended hire conditions of the Construction Plant Association or conditions no more onerous to the Insured
- k trees, shrubs and plants caused by frost and failure of seeds to germinate
- l any amounts in excess of £2,500 in respect of computer and ancillary equipment.

#### 2 Damage to and the cost necessary to repair, replace or rectify Property Insured

- a 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
- b Damaged to enable the replacement, repair or rectification of Property Insured excluded by **2a** above.

Exclusion **2a** shall not apply to other Property Insured which is free of such defective condition but is Damaged as a consequence of such defect.

For the purpose of this Section and not merely this Exclusion the Property Insured shall not be regarded as Damaged solely by virtue of the existence of any defect in design, plan, specification, materials or workmanship in the Property Insured or any part thereof

## Section 4 – Contract Works (continued)

### 3 any Damage by theft or attempted theft of tools

- a** by any Insured Person or persons employed by the Insured
- b** left unattended on any site or premises where the Insured or any Employee is carrying out work in connection with the Business unless stored in a securely locked building
- c** from within any unattended vehicle unless
  - i** all doors and windows and other points of access have been closed and securely locked
  - ii** such vehicle is in a securely locked building overnight. (For the purpose of this Section overnight shall mean from 9.00pm or whenever the vehicle was last occupied, whichever is the earlier to 6.00am or until the vehicle is first used, whichever is the later).
- d** elsewhere within the Territorial Limits unless stored in a securely locked building.

### 4 Damage caused by

- a** mechanical or electrical breakdown or derangement of machinery, plant or equipment
- b** wear, tear, corrosion, obsolescence, rust, mildew, wet or dry rot, or other deterioration
- c** direct application of tools or the entry of foreign bodies unless solely due to the acts of malicious persons
- d** Pollution or Contamination other than that of or to the Property Insured
- e** confiscation, commandeering, nationalisation or requisition or destruction by or under the order of any government or public municipal or local authority

### 5 Damage caused by or arising from disappearance or shortage which is only revealed when an inventory is made or is not traceable to an identifiable event

### 6 liquidated damages or penalties for non-completion or delay in completion of the Contract Works or for non-compliance with contract conditions or consequential Damage of any kind or description

### 7 the Excess

### 8 the site of any Contract Works

- a** involving work on waterways or motorways
- b** following stoppage of work from any cause for a period of 3 consecutive months.

### 9 normal upkeep or normal making good.

## Section 4 – Contract Works (continued)

### Section Conditions

The Policy Conditions except number 10 apply to this Section and in addition

#### 1 Reasonable Precautions

The Insured shall take all reasonable precautions in the selection of labour and maintain in efficient condition all plant and appliances used in connection with any contract covered by this Section and the Insurer shall at all times have access to examine any such plant and appliances. The Insured shall ensure that all equipment and plant requiring inspection under any Statute or Order shall be so inspected.

#### 2 Additional Claims Requirement

The Insured shall if required by the Insurer produce or give access to any property alleged to be damaged and the Insured shall be bound to satisfy the Insurer by such evidence as may be reasonably required that the loss or damage in respect of which a claim is made has actually arisen from one of the risks insured against.

#### 3 Subrogation Waiver

In the event of a claim arising under this Section following Damage to the Contract Works, the Insurer agrees to waive any rights, remedies, or relief to which they might become entitled by subrogation against any nominated or domestic subcontractor referred to in any contract under the Joint Contracts Tribunal (JCT) Standard Form of Building Contract.

#### 4 Automatic Reinstatement of Sum Insured

The insurance by this Section shall not be reduced by the amount of any claim paid provided the Insured pays the appropriate additional premium on the amount of any loss from the date of the loss to the expiry of the Period of Insurance.

#### 5 Reinstatement

If any property is to be reinstated or replaced by the Insurer, the Insured shall at their own expense provide all such plans, documents, books and information as may reasonably be required. The Insurer shall not be bound to reinstate exactly but only as circumstances permit and in a reasonably sufficient manner and shall not in any case be bound to expend in respect of any one of the items insured more than its Sum Insured.

## Section 5 – Personal Accident

### Definitions

#### Accidental Bodily Injury/Injuries

Bodily injury caused by

- 1 accidental violent external and visible means or
- 2 exposure to the elements following a mishap to any vehicle, vessel or aircraft in which the Member is travelling.

#### Loss of Hearing

Total and permanent loss of hearing which has lasted 3 consecutive months of the Member's lifetime and is at the end of that period in the opinion of an independently qualified medical referee beyond hope of improvement.

#### Loss of Limb

Total and permanent loss by physical separation or total and permanent loss of use of a hand at or above the wrist or a foot at or above the ankle.

#### Loss of Sight

Total and permanent loss of sight will be considered as having occurred:

- 1 in both eyes if the Member's name has been added to the Register of Blind persons on the authority of a fully qualified ophthalmic specialist
- or
- 2 in one eye if the degree of sight remaining after correction is 3/60 or less on the Snellen Scale

which has lasted 3 consecutive months of the Member's lifetime and is at the end of that period in the opinion of an independent optician (acceptable to the Insurer) beyond hope of improvement.

#### Member

Any partner, proprietor or working director of the Insured between the ages of 16 and 65 years.

#### Operative Time of Cover

24 hours.

#### Permanent Total Disablement

Disablement other than Loss of Sight, Loss of Hearing or Loss of Limb which permanently, completely and continuously prevents the Member from performing each and every function of his/her Usual Occupation, and which having lasted 104 weeks of the Member's lifetime is at the end of that period beyond hope of improvement

#### Temporary Partial Disablement

Disablement that completely prevents a Member from performing more than 50% of the functions of their Usual Occupation.

#### Temporary Total Disablement

A disablement which wholly prevents the Member from performing each and every function of his/her Usual Occupation but is not Permanent Total Disablement.

#### Usual Occupation

The tasks, duties and other functions which the Insured normally pays the Member to perform in connection with the Business of the Insured.

#### Weekly Compensation

Compensation payable as a result of Temporary Total Disablement.

### Cover

The Insurer will pay the Insured compensation in accordance with the Sum Insured if any Member shall sustain an Accidental Bodily Injury during the Period of Insurance and Operative Time of Cover which within 12 months thereof directly and independently of any other cause results in Permanent Total Disablement or Temporary Total Disablement of a Member.

## Section 5 – Personal Accident (continued)

### Basis of Settlement

Compensation will be paid in accordance with the following percentages subject to a maximum total of 100% of the Sum Insured in the aggregate as shown in the Policy Schedule.

#### Percentage payment

<b>1 Death</b>	100%
<b>2 Permanent Total Disablement</b>	100%
<b>3 Loss of Limb</b>	100%
<b>4 a Loss of Sight</b>	100%
<b>b Loss of Hearing</b>	50%
<b>c Loss of Hearing in one ear</b>	10%
<b>5 Permanent loss by physical separation of</b>	
<b>a one thumb</b>	
<b>i both phalanges</b>	20%
<b>ii one phalange</b>	7%
<b>b one index finger</b>	
<b>i three phalanges</b>	9%
<b>ii two phalanges</b>	6%
<b>iii one phalange</b>	3%
<b>c one other finger</b>	
<b>i three phalanges</b>	7%
<b>ii two phalanges</b>	5%
<b>iii one phalange</b>	2%
<b>d one great toe</b>	
<b>i two phalanges</b>	6%
<b>ii one phalange</b>	3%
<b>e one other toe</b>	
<b>i three phalanges</b>	3%
<b>ii two phalanges</b>	2%
<b>iii one phalange</b>	1%

which the Member has survived for at least one (1) month.

### Limitations

In respect of each Member:

- 1 this Section shall cease to be in force immediately after the occurrence of any Accidental Bodily Injury qualifying for payment under percentage payment 1, 2, 3 or 4a.
- 2 Weekly Compensation in respect of one or more Accidental Bodily Injuries occurring in any one Period of Insurance will not be paid for more than 104 weeks in total.
- 3 Weekly Compensation will be paid at the end of each period of 4 consecutive weeks disablement.
- 4 Weekly Compensation will not be paid for the first 2 weeks of each period of Temporary Total Disablement.

### Section Exclusions

#### Policy Exclusion 1 applies to this Section.

In addition the Insurer will not be liable to make any payment in respect of injury or disablement of any Member

- 1 sustained whilst or consequent upon or contributed to directly or indirectly by the Member engaging in
  - a motor cycling (other than in respect of mopeds or scooters up to 50cc), hunting, winter sports (other than curling or skating), mountaineering or rock climbing (necessitating the use of ropes or guides), pot-holing, caving, any underwater activities involving the use of external breathing apparatus, armed or unarmed combat sports, riding or driving in any kind of race or endurance test (or practice therefore)

## Section 5 – Personal Accident (continued)

- b aviation other than as a passenger (not as a member of the crew nor for the purpose of undertaking any trade or technical operation) in a fully licensed passenger-carrying aircraft
  - c any gainful occupation outside the Business.
- 2 arising as a consequence of the suicide, intentional self-injury or insanity of or the influence of alcohol or drugs (other than drugs taken in accordance with the treatment prescribed and directed by a qualified medical practitioner but not for the treatment of drug addiction)
- 3 caused or contributed to directly or indirectly by
  - a pregnancy or childbirth
  - b sexually transmitted diseases
  - c HIV (Human Immunodeficiency Virus) and/or any HIV related illness including AIDS (Acquired Immune Deficiency Syndrome) and/or any mutant derivative or variations thereof however caused
- 4 arising from travel to or from or work on Offshore Installations
- 5 arising out of or consequent upon service in the Armed Forces of any Nation or International Authority or other such organisation
- 6 arising out of or consequent upon or contributed directly or indirectly by any Member(s) committing a criminal act or taking part or whilst engaged in civil commotions or riots of any kind
- 7 arising out of Accidental Bodily Injury, death or disablement as a result of or contributed to by
  - a sickness or disease
  - b any naturally occurring condition or gradually operating cause.

- 8 for any claim or series of claims arising out of or consequent upon (or contributed to directly or indirectly by) any one originating event in excess of £750,000
- 9 as a result of any event directly or indirectly arising out of any nuclear, chemical or biological Contamination due to any act of Terrorism regardless of any other cause or any other event contributing at the same time or in any other sequence to such event.

For the purpose of this Exclusion:

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

**Contamination** means contamination or poisoning of people by nuclear and/or biological substances which cause illness and/or disablement and/or death.

If the Insurer alleges that by reason of this Exclusion any loss, damage, cost or expense is not covered, the burden of proving the contrary shall be upon the Insured.

## Section 5 – Personal Accident (continued)

### Section Conditions

The Policy Conditions 1–6 and 11–15 apply to this Section and in addition

#### 1 Claims

No claim will be paid unless the Insured and where applicable the Member complies strictly with these conditions:

- a The Insured or the Member must give notice to the Insurer as soon as possible and in any event within 30 days after the happening of any loss, damage or occurrence which may result in a claim under this Policy.
- b The Insured or the Member must provide the Insurer with all information and evidence which the Insurer may reasonably require at no cost to the Insurer.
- c The Insured or the Member must at the Insurer's request provide a medical examination report in respect of any Accidental Bodily Injury where the Insured requires the Insurer to consider a claim under this policy for which the Insurer will pay the cost of the medical examination fee.
- d The Insured must ensure that as soon as possible after the occurrence of any Accidental Bodily Injury the Member obtains and follows the advice of a registered medical practitioner.

The Insurer will not be liable for any bodily injury or medical condition which is worsened or prolonged or any other consequences which arise as a result of the Member's failure to obtain and follow such advice and to use such treatment remedies or appliances as may be prescribed.

- e In the event of the death of a Member the Insurer will be entitled to have a post-mortem examination carried out at its expense.
- f For the Insured to claim for Weekly Benefits under this policy the Member must have no other weekly benefits insurance in force except as declared to and accepted by the Insurer during the Period of Insurance.

#### 2 Misrepresentation of Facts Relevant to an Insured Person

If the Insured fails to comply with Policy Condition 5 (Fair Presentation of the Risk), the Insurer will not invoke any of the remedies available to it under that Condition as against the Insured, if the failure concerns only facts or information which relate to a particular Member or Members. In that case, provided that the Member concerned or the Insured on their behalf made a careless misrepresentation of facts, the Insurer may invoke the remedies available to it under Policy Condition 5 as against that Member only, as if a separate insurance contract had been issued to such person, leaving the remainder of the Policy unaffected.

- 3 The maximum Sum Insured for Temporary Total Disablement should in no instance exceed 100% of the Member's normal weekly wage. It is the duty of the Insured and Member(s) to inform the Insurer if any claim payment does exceed these limits and payment will be proportionately reduced until these limits are not exceeded.
- 4 If a claim or series of claims under this Section arising out of or consequent upon (or contributed to directly or indirectly by) any one originating event exceeds £750,000 the amount of benefit paid will be proportionately reduced to an amount that does not exceed £750,000.

#### 5 Age Limitation

Unless otherwise agreed by the Insurer and specifically noted in this Section no person aged 65 or over at commencement of the Period of Insurance will be covered by this Section

#### 6 Fraudulent Claims

If any fraud to which Policy Condition 4 (Fraud) relates is perpetrated by or on behalf of a Member (and not on behalf of the Insured), Policy Condition 4 should be read as if it applies only to that Member's claim and references to the 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.

## Section 6 – Commercial Legal Expenses

The cover provided under this Section covers Claims where the Insured Person

- first receives notification of a third party's intention to make a claim against them; or
- first becomes aware, or should have been aware, that it is necessary to pursue a claim against a third party to enforce their legal rights; or
- first receives notification from HMRC or another relevant authority, of its intention to investigate or instigate an HMRC Investigation; and

notifies the Insurer of the same during the Period of Insurance.

### Definitions

**In addition to the Policy Definitions on page 6 the following definitions also apply to this Section:**

#### Acts of Parliament

All Acts of Parliament referred to in this Section will include a reference to all Orders and Regulations made under them and to any subsequent amendments or re-enactments enforceable within the Geographical Limits.

#### Any One Claim

All Claims or series of Claims including any appeal against a judgment or decision arising out of the same original cause, event or circumstance.

#### Awards of Compensation

Basic Awards and Compensatory Awards made against the Insured by an employment tribunal, employment appeal tribunal or superior court, or associated settlements agreed as a result of negotiation, conciliation or arbitration proceedings and to which the Insurer's previous Consent has been given, other than

- a** any awards of compensation against the Insured for a redundancy payment or monies due under a contract of employment; or
- b** any award arising from a failure by the Insured to provide written reasons for dismissal; or
- c** any award or pay specified in a reinstatement or re-engagement order; or
- d** any financial benefit or compensation payable under any share option scheme or pension scheme.

#### Basic Awards

Basic Awards are determined in accordance with section 119 of the Employment Rights Act 1996. For the avoidance of doubt Basic Awards do not include additional awards, protective awards, aggravated damages or interim relief.

#### Claim

For the purposes of this Section a claim is any

- civil proceeding, excluding employment or taxation disputes, brought by or against an Insured Person; or
- employment claim brought against the Insured; or
- HMRC investigation into the tax affairs of the Insured; or
- criminal proceeding brought against an Insured person.

Provided that the Claim is made by or against the Insured and notified to the Insurer during the Period of Insurance, a Claim will be deemed to be made as follows:

- for civil cases, excluding employment or taxation disputes, the date the Insured Person is first notified of a third party's intention to make a claim against them or the date the Insured Person first becomes aware, or should have been aware, it is necessary to pursue a claim against a third party to enforce their legal rights.
- for employment disputes the date when the Insured first receives a Claim Form (ET1) from an employment tribunal.
- for taxation disputes or investigations affecting the Insured's Business, the date when HMRC, or another relevant authority, first notifies the Insured of the intention to carry out an HMRC Investigation.
- for criminal cases the date when the Insured Person receives a summons informing them criminal proceedings are being taken against them.

#### Compensatory Awards

The amounts awarded in accordance with section 123 of the Employment Rights Act 1996 at the discretion of an employment tribunal, employment appeal tribunal or superior court to compensate for loss of earnings and benefits. For the avoidance of doubt Compensatory Awards do not include additional awards, protective awards, aggravated damages or interim relief.

## Section 6 – Commercial Legal Expenses (continued)

### Commercial Tenancy Agreement

A written agreement under which the Insured:

- a lets the Premises to a Commercial Tenant; or
- b occupies the Premises as a Commercial Tenant

in connection with the Business and in return for the payment of rent.

### Commercial Tenant

The tenant named in the Commercial Tenancy Agreement who occupies the Premises for non-residential purposes.

### Contract

An actual or alleged contract, whether verbal or in writing to which the Insured is a party, for the sale, purchase, hire, service, supply or repair of goods or for the supply or purchase of a service. A Contract does not include:

- any actual or alleged contract with an Employee, sub-contractor or self-employed person for the purposes of employment activities; or
- any franchise or distribution agreement.

### Data Protection Compensation Awards

Compensation awarded in accordance with Data Protection Legislation against the Insured for the holding, loss or unauthorised disclosure of data.

### Debt Recovery Service

The debt collection service nominated by the Insurer which is provided as an Additional Service to the Insured for the recovery of Undisputed Debts.

### Employee

Any person under a permanent full or permanent part time contract of service or apprenticeship with the Insured.

### Geographical Limits

For claims relating to personal injury – any member country of the European Union and Croatia, Iceland, Norway and Switzerland.

For all other claims – Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.

### Guideline Hourly Rates

The guideline hourly rates for solicitors set by the Senior Court Costs Office.

### HMRC

HM Revenue & Customs.

### HMRC Investigation

#### a Business Aspect Enquiry

An enquiry, and any appeal proceedings, following the issue of a formal written notice by HMRC under Paragraph 24(1) Schedule 18 Finance Act 1998 or S9A or S12AC of the Taxes Management Act 1970 in order to make an enquiry into one or more specific aspects of the Insured's Business; or

#### b Business Full Enquiry

An enquiry, and any appeal proceedings, following the issue of a formal written notice by HMRC under Paragraph 24(1) Schedule 18 Finance Act 1998 or S9 or S12AC of the Taxes Management Act 1970 to examine the whole of the Insured's Business; or

#### c Employer Compliance Dispute

A dispute, and any appeal proceedings, which takes place following a formal written expression of dissatisfaction with the Insured's compliance with tax regulations concerning PAYE, national insurance contributions or Construction Industry Scheme following an employer or Construction Industry Scheme compliance check by HMRC or following a formal written expression of dissatisfaction with the Insured's P11Ds or P9Ds; or

#### d VAT Dispute

A dispute which takes place following:

- i VAT compliance check where a written decision, assessment or statement of alleged arrears is received from HMRC in respect of the Insured's Value Added Tax Return or
- ii the receipt by the Insured of a formal written notice of VAT default surcharge.

## Section 6 – Commercial Legal Expenses (continued)

### Insured Person

The Insured and, at the request of the Insured, the Insured's proprietors, partners and directors and also all Employees acting in the normal course of their employment.

### Insurer

Allianz Insurance plc trading as Allianz Legal Protection.

### Jury Service Allowance

The payment of up to £100 per day to the Insured in respect of an Insured Person who is absent from work as a result of their attendance for jury service within the Geographical Limits, but only in so far as payment of such sum has been made by the Insured to the Insured Person under any contract of employment. For every day the Insured Person is off work, including the time it takes to travel to and from the court, the payment will be the lesser of

- a if the Insured Person works full time, 1/250th of the Insured Person's annual salary or wages; or
- b if the Insured Person works part time, a proportion of the Insured Person's weekly salary or wages equivalent to one day's salary or wages; or
- c £100.

Payments will be calculated to the nearest half day (assuming a whole day is eight hours).

### Lawphone Legal Helpline

A telephone advisory service provided by the Insurer:

- a to advise the Insured on Business related legal matters and
- b for the Insured to report all Claims under this Section to the Insurer.

### Legal Expenses

#### Fees and Expenses

- a any unrecovered professional fees, expenses or other disbursements reasonably and properly incurred by the Legal Representative on the Standard Basis up to the Guideline Hourly Rates incurred with the prior written consent of the Insurer in respect of any Claim, including costs and expenses of expert witnesses and those incurred by the Insurer in connection with such Claim.

- b any legal or professional fees, expenses or other disbursements incurred by other parties in pursuing or defending any Claim, insofar as the Insured Person is held liable in a civil court or tribunal to pay such costs or under a settlement made with another party with the Insurer's prior written consent, but excluding any costs which the Insured Person may be ordered to pay by a court of criminal jurisdiction.
- c any unrecovered professional fees, expenses or other disbursements reasonably and properly incurred by the Legal Representative on the Standard Basis up to the Guideline Hourly Rates incurred with the prior written consent of the Insurer in an appeal, or in resisting an appeal, against the judgment of a relevant court or tribunal in respect of any Claim.
- d any unrecovered professional fees, expenses or other disbursements reasonably and properly incurred by the Legal Representative at such rates, or in such amounts, as may be agreed with the prior written consent of the Insurer where it is necessary for an accountant to represent the Insured in connection with any Claim relating to an HMRC Investigation or subsequent appeal, but excluding any tax, interest and penalties demanded, assessed or requested by HMRC.

Legal Expenses do not include the payment of Value Added Tax (VAT) which is recoverable by the Insured Person from elsewhere.

### Legal Representative

A solicitor, barrister, accountant or any other appropriately qualified person that the Insurer appoints in the name of and on behalf of the Insured Person with the prior written agreement of the Insurer to act for the Insured Person in respect of any Claim in accordance with the terms of this Section.

## Section 6 – Commercial Legal Expenses (continued)

### Reasonable Prospects of a Satisfactory Outcome

- a In civil proceedings and in all appeals, including employment tribunal disputes, Reasonable Prospects of a Satisfactory Outcome only exist if the Legal Representative advises that the Insured Person is more likely than not to succeed, assuming the case was determined at trial or other final hearing at first instance and the likely damages claimed and recovered by or against the Insured Person will exceed the Insured Person's own likely Legal Expenses.
- b In criminal proceedings and in all appeals, Reasonable Prospects of a Satisfactory Outcome only exist if the Legal Representative advises that
  - i the Insured Person is more likely than not to succeed in defending the prosecution assuming the case was determined at trial or other final hearing at first instance; or
  - ii the Insured Person is more likely than not to succeed in a significant mitigation of their sentence or fine where the Insured Person intends to plead guilty to the offence, or is advised to do so by the Legal Representative.
- c In an HMRC Investigation and in all appeals following an HMRC Investigation, Reasonable Prospects of a Satisfactory Outcome only exists if the Insured is more likely than not to succeed in reversing the decision made or reducing the liabilities alleged by HMRC.

### Standard Basis

The normal method used by the court to assess Legal Expenses which the court decides are proportionate to the Insured Person's legal action and have been reasonably incurred by the Legal Representative and the Insured Person's opponent.

### Undisputed Debt

Money and interest that has not been paid to the Insured under the terms of a Contract. An Undisputed Debt will exist if, in the opinion of the Debt Recovery Service or the Insurer, the other party to the Contract would not have a realistic chance of succeeding in defending any legal action taken in respect of the amount due.

### Witness Attendance Allowance

The payment of up to £100 per day to the Insured in respect of the Insured Person who is absent from work as a result of their attending as a witness for the Insured at a hearing, court, tribunal or arbitration within the Geographical Limits at the request of the Legal Representative with the Insurer's prior written consent, but only in so far as this is not otherwise recoverable by the Insured Person from the relevant hearing, court, tribunal or arbitration. For every day the Insured Person is off work, including the time it takes to travel to and from the court, the payment will be the lesser of

- a if the Insured Person works full time, 1/250th of the Insured Person's annual salary or wages; or
- b if the Insured Person works part time, a proportion of the Insured Person's weekly salary or wages equivalent to one day's salary or wages; or
- c £100.

Payments will be calculated to the nearest half day (assuming a whole day is eight hours).

### Limit of Indemnity

The maximum amount the Insurer is liable to pay under this Section is:

- 1 £100,000 Any One Claim other than a Claim relating to a Business Aspect Enquiry, Jury Service Allowance and Witness Attendance Allowance.
- 2 £2,000 Any One Claim relating to a Business Aspect Enquiry.
- 3 £5,000 Any One Claim relating to Jury Service Allowance.
- 4 £5,000 Any One Claim relating to Witness Attendance Allowance.
- 5 £1,000,000 for all Claims in the aggregate first notified to the Insurer during the Period of Insurance.

(collectively "the Limit of Indemnity")

The above amounts are all inclusive of Legal Expenses, Awards of Compensation and Data Protection Compensation Awards.

## Section 6 – Commercial Legal Expenses (continued)

### Cover

The Insurer agrees to pay up to the Limit of Indemnity and on behalf of the Insured Person:

- a Legal Expenses;
- b Awards of Compensation;
- c Data Protection Compensation Awards;
- d Jury Service Allowance; and
- e Witness Attendance Allowance

incurred by the Insured Person in the pursuit or defence of any Claim:

- a brought within the Geographical Limits; and
- b made and first notified to the Insurer within the Period of Insurance; and
- c arising from the Insured's Business.

Provided that

- a the need to defend or pursue a legal action was first known about, or should have been known about, by the Insured Person, and reported to the Insurer during the Period of Insurance; and
- b Reasonable Prospects of a Satisfactory Outcome exist at all times; and
- c for employment disputes only, the Insured has consulted with and followed the advice of Lawphone Legal Helpline, another solicitor or a suitably qualified person.

### Section Exclusions

**In addition to the Policy Exclusions the Insurer will not provide any cover where the Claim relates to or arises out of the following.**

- 1 Any employment issue where the Insured has not consulted with, and followed the advice of, Lawphone Legal Helpline or any other solicitor or suitably qualified person before taking any action or making any decision which might give rise to a Claim against the Insured, such as making any significant changes to an

Employee's contract or taking any action which leads to the giving of a formal warning to, or the dismissal of, an Employee. The Insured should be able to evidence that advice received has been followed.

- 2 Any dispute which arises out of the establishment of, or failure to establish, a transfer of employment under the Transfer of Undertakings (Protection of Employment) Regulations 2006 or the Acquired Rights Directive 2001 or a breach, or alleged breach, of either.
- 3 Any matter relating to a tax avoidance scheme. For the avoidance of doubt a tax avoidance scheme is any matter which is, or may be, notifiable to HMRC under the regulations for Disclosure of Tax Avoidance Schemes (DOTAS) or the disclosure regime for VAT.
- 4 Any matter or investigation conducted by HMRC Fraud Investigation Service or Specialist Investigations, or conducted under the HMRC Civil Investigation of Fraud, Code of Practice 9, or Criminal Investigations procedures or conducted under the General Anti-Abuse Rule.
- 5 Criminal proceedings being brought against the Insured Person for:
  - i fraud, theft, money laundering or other dishonesty related offences; or
  - ii offences against another person, including offences of a sexual nature; or
  - iii the manufacture, distribution or use of weapons, alcohol, drugs, indecent or obscene materials, or
  - iv any investigation by HMRC; or
  - v pollution.

## Section 6 – Commercial Legal Expenses (continued)

- 6** Adjudication whether arising under the Housing Grants Construction and Regeneration Act 1996 or the Scheme associated with it or an adjudication arising out of any term in a Contract.
- 7** Any dispute arising from an agreement the Insured enters into to let the Premises for residential purposes.
- 8** The following matters where a statutory licence has not been applied for, or has been refused (in full or in part), suspended, revoked, altered or not renewed:
  - i** Any appeal arising out of a hearing which took place because of a commercial decision made by the Insured Person in relation to the Business; or
  - ii** Any appeal following a hearing the Insured Person knew about, or should reasonably have known about, before this Section commenced; or
  - iii** Any appeal against a decision involving a statutory licence in respect of which the Insured Person has made an appeal in the twelve (12) months before this Section commences; or
  - iv** Any disciplinary or internal procedures conducted by authorities charged with the regulation of the Insured Person in the performance of their normal Business activities, or any appeal following such procedures; or
  - v** Any suspension, revocation, alteration or refusal to renew a statutory licence which is required by Acts of Parliament or national or local government regulation or order.

For the avoidance of doubt a statutory licence is a licence or certificate of registration issued under statute, statutory instrument or by a Government or local authority to the Insured Person and which is required to enable the Insured Person to carry on the normal activities of the Business.

- 9** The pursuit by the Insured of an Undisputed Debt.
- 10** Commercial Tenancy Agreements where the dispute
  - i** relates to rent or service charges, tax, planning or building regulations or decisions; or
  - ii** relates to the renewal of a lease or Commercial Tenancy Agreement; or
  - iii** is over the freehold, leasehold, commonhold or title of the Premises; or
  - iv** is with Government or local authority departments concerning the imposition of rates or other local taxes.
- 11** A dispute arising from a breach or alleged breach of a professional duty by an Insured person arising out of or in connection with any
  - i** advice or specification; or
  - ii** error or omission in any advice.
- 12** An enquiry under Public Notice 160 or Section 60 of the VAT Act 1994.
- 13** Any matter concerning IR35 legislation.
- 14** Any dispute concerning computer hardware, software, systems or services designed specifically for the Business.
- 15** Any arbitration unless wholly in accordance with the Arbitration Act 1996.
- 16** A deliberate, conscious, intentional or reckless act or statement by the Insured Person or where the Insured Person has shown wilful disregard for the need to take all reasonable steps to avoid, prevent and limit the extent of any such Claim.
- 17** An allegation of libel or slander including defamation or injury to reputation.

## Section 6 – Commercial Legal Expenses (continued)

- 18** An application for judicial review or other challenge to any legislation or proposed legislation or the decision of any public body.
- 19** Assignment, bailment, bills of exchange, credit, insurance, securities or guarantees.
- 20** Legal Expenses, Awards of Compensation, Data Protection Compensation Awards, Jury Service Allowance or Witness Attendance Allowance incurred without the Insurer's prior written Consent.
- 21** Fines, aggravated or liquidated damages or other penalties imposed by a court, tribunal or regulator, including any costs awarded against the Insured person following criminal proceedings.
- 22** Any dispute between the Insured Person and the Insurer or between the Insured Person and the Legal representative in respect of a Claim under this Section, or between the Insured and the provider of any Additional Service or telephone helpline available under this Section.
- 23** Any dispute between individuals comprising the Insured or with any subsidiary, parent or associated company of the Insured or arising from a shareholding agreement, a partnership agreement or a trust.
- 24** Patents, copyrights, trademarks, merchandise marks, registered designs or other intellectual property, breach of secrecy or confidentiality, passing off actions or restrictive covenants.
- 25** Defending the Insured Person in any legal proceedings arising from alleged or actual breach of any duty owed by that person as a director or officer of the Insured, other than in relation to the Insured Person's activities as a pension trustee.

- 26** Legal Expenses or other expenses incurred by the Insured which relate to the preparation of accounts, self assessment activities or any work carried out prior to the commencement of the HMRC Investigation.
- 27** Any HMRC compliance check or dispute with HMRC concerning the Insured's compliance with regulations relating to the National Minimum wage or the National Living Wage.
- 28** Any HMRC enquiry which is not shown in the definition of HMRC Investigation.
- 29** Any dispute arising out of the amount payable under an insurance policy.
- 30** Any dispute arising out of damage caused to motor vehicles.
- 31** Any dispute relating to the eviction of persons from the Insured's Property or the repair of damage to the Insured's Property from persons who have been evicted.

### Section Conditions

**In addition to the Policy Conditions, the following also apply to this Section.**

#### **A General Conditions**

##### **1 Arbitration**

Any dispute between the Insured Person and the Insurer concerning this Section shall be referred to a single arbitrator who will be either a solicitor or barrister agreed upon by the parties or failing agreement one who is nominated by the President of the appropriate Law Society or by the Chairman of the Bar Council or equivalent professional body within the Geographical Limits.

## Section 6 – Commercial Legal Expenses (continued)

All the costs of the arbitration shall be met in full by the party against whom the arbitration award is made unless that person made the other an earlier without prejudice offer which was more favourable than the arbitration award. If the arbitration award is not clearly made against one party the arbitrator will have the power to apportion costs. If the arbitration award is made in the Insurer's favour, the Insured Person's costs will not be recoverable under this Section. The arbitration award will be final and binding upon both the Insured Person and the Insurer and cannot be the subject of an appeal.

### 2 Maintenance of Records

It is a condition precedent to the Insurer's liability to provide cover under this Section that the Insured has kept and maintained reasonable books and records. Where the Insured is a corporate organisation such books and records must have been kept in accordance with the Companies Acts.

### 3 Disclosure of the Existence of this Section

The Insured Person and the Legal Representative must not reveal the existence of this Section to any other person or entity unless the Insurer has given prior written consent or is ordered to do so by a court.

### 4 Assignment

This Section may not be assigned by the Insured Person or by the Insured Person's executors or administrators.

## B Claims Process Conditions

### 1 Notification of Claims

It is a condition precedent to the Insurer's liability to provide cover under this Section that the Insured Person notifies the Insurer in writing, by the completion of a claim form, or in another way confirmed by the Insurer in writing to the Insured Person

- i immediately after the Insured Person becomes, or should have become, aware of any event or circumstance which gives rise to a Claim involving the Insured Person; and

- ii immediately following receipt of any letter or other notification of a claim, claim form, summons or other legal process.

If the Insured Person fails to notify the Insurer of such event or circumstance during the same Period of Insurance in which the Insured Person first became aware of it, the Insurer will not provide cover for any Claim arising from that event or circumstance. When such a notification has been given, any subsequent Claim in respect of the event or circumstance notified will be treated as though the Claim had been first notified to the Insurer during the same Period of Insurance in which notification of the original event or circumstance occurred.

### Important procedure for employment disputes

If a **Claim Form (ET1)** is received from an employment tribunal it is a condition precedent to the Insurer's liability that the Insured must **immediately** complete a claim form and forward it to the Insurer, to arrive no later than seven (7) days after receipt of the **Claim Form (ET1). Response Form (ET3)**, which should be left blank, must also be sent to the Insurer.

### Important procedure for criminal proceedings

If a summons is received by the Insured notifying of criminal proceedings involving the Insured it is a condition precedent to the Insurer's liability that the Insured must **immediately** contact the Insurer and forward a copy of the summons to the Insurer, to arrive no later than seven (7) days after receipt of the summons by the Insured.

### 2 Consent

It is a condition precedent to the liability of the Insurer to provide cover under this Section that the Insured Person first obtain the Insurer's prior written agreement ("Consent") to

- i provide cover under this Section in respect of the Claim; and
- ii incur Legal Expenses; and
- iii pay Awards of Compensation, Data Protection Compensation Awards, Jury Service Allowance or Witness Attendance Allowance.

## Section 6 – Commercial Legal Expenses (continued)

Consent will only be given if the Insured Person can satisfy the Insurer that:

- a** there are Reasonable Prospects of a Satisfactory Outcome and
- b** in a particular case, it is reasonable for Legal Expenses to be incurred and/or for the Insurer to agree to meet any Awards of Compensation, Data Protection Compensation Awards, Jury Service Allowance or Witness Attendance Allowance to be accepted under this Section.

If the Insurer and the Legal Representative do not agree on whether Reasonable Prospects of a Satisfactory Outcome exist, then the Insurer will seek the opinion of another legally qualified advisor or other expert appropriate to the Claim whom it considers it necessary to consult. If that advisor or expert's opinion differs from that of the Legal Representative, their opinion shall be substituted for that of the Legal Representative for the purposes of determining whether or not Reasonable Prospects of a Satisfactory Outcome exist.

In all cases the Insured Person will be advised in writing of the granting or refusal of Consent.

### 3 Dealing with the Claim

If the Insurer grants Consent a Legal Representative will be instructed and will then act in accordance with Claims Process Condition 8.

The Insurer may withdraw Consent previously given at any time if facts become known which would mean that a particular Claim should not have been accepted under the terms of this Section or if there are no longer Reasonable Prospects of a Satisfactory Outcome. Provided there has been full compliance with the Section terms the Insurer agrees to indemnify the Insured Person in respect of Legal Expenses, Jury Service Allowance or Witness Attendance Allowance incurred up to the date when the Insurer notified the Insured Person that Consent had been withdrawn.

If the Insured Person decides to proceed with the pursuit or defence of a Claim to which the Insurer has refused to give Consent and is subsequently successful the Insurer will, subject to the terms, exclusions and conditions of this Section, pay Legal Expenses, Jury Service Allowance or Witness Attendance Allowance as if the Insurer had given Consent at the outset.

### 4 Duty of the Insured Person to Minimise Claims

In respect of any Claim for which Consent has been granted under the Section the Insured Person must take all reasonable measures to minimise the Legal Expenses, Awards of Compensation, Data Protection Compensation Awards, Jury Service Allowance or Witness Attendance Allowance incurred and any other matters which may affect the Insurer's liability in respect of any Claim under this Section.

If the Insured Person fails to comply with this term then the Insurer will have the right to adjust the Insurer's liability under this Section to the extent that the Claim would have cost the Insurer had the Insured Person complied with this term.

### 5 The Insurer's Right to Settle Claims

The Insurer shall have the right to take over and conduct in the name of the Insured Person the pursuit or defence of any Claim at any time and can settle any Claim on behalf of the Insured Person on such terms as the Insurer deems appropriate. At its absolute discretion, the Insurer may decide to settle the Claim by paying the Insured Person the amount of damages claimed by, or against, the Insured Person instead of indemnifying the Insured Person for Legal Expenses, Awards of Compensation, Data Protection Compensation Awards or Witness Attendance Allowance. Where the Insurer exercises this discretion the Insurer will cease to be liable for any further Legal Expenses, Awards of Compensation, Data Protection Compensation Awards or Witness Attendance Allowance in respect of that Claim.

## Section 6 – Commercial Legal Expenses (continued)

### 6 Insolvency of the Insured Person

During the course of any Claim to which the Insurer has given Consent, the Insurer has the right to withdraw that Consent immediately if the Insured Person

- a** becomes insolvent; or
- b** enters into liquidation; or
- c** makes an arrangement with creditors; or
- d** enters into a deed of arrangement; or
- e** has part or all of their affairs assets or property placed in the care or control of a receiver or a liquidator; or
- f** has an administration order over their affairs assets or property.

Provided there has been full compliance with the Section terms the Insurer agrees to indemnify the Insured Person in respect of Legal Expenses, Jury Service Allowance and Witness Attendance Allowance incurred up to the date when the Insurer notified the Insured Person that Consent had been withdrawn.

### 7 Appeal Procedure

If, following legal proceedings to which the Insurer has given Consent, the Insured Person wishes to appeal against the judgment or decision of a court or tribunal, it is a condition precedent to the Insurer's liability to provide cover under this Section that the grounds of such appeal must be submitted to the Insurer in good time and by secure means so that the Insurer may consider whether there are Reasonable Prospects of a Satisfactory Outcome in respect of the appeal and if so whether to Consent to such an appeal. The terms of Claims Process Condition 2 shall apply to any appeal which the Insured Person wishes to make.

If the Insurer wishes to appeal against the judgement or decision of a court or tribunal, the Insured Person will co-operate fully in an appeal. If the Insured Person fails to do so, any Legal Expenses, Awards of Compensation, Data Protection Compensation Awards, Jury Service Allowance or Witness Attendance Allowance paid for by the Insurer must be repaid.

### 8 Legal Proceedings

#### a Freedom to choose a Legal Representative

For any Claim where the Insurer may be liable to pay Awards of Compensation in respect of employment disputes or Data Protection Compensation Awards, the Insurer will choose the Legal Representative.

For any other Claim the Insurer will choose the Legal Representative at any time before the Insurer agrees that legal proceedings need to be issued or defended. The Insured Person can only choose a Legal Representative if the Insurer agrees that legal proceedings need to be issued or defended or if a conflict of interest arises which means that the Legal Representative originally chosen by the Insurer cannot act for the Insured Person. The Insured Person must send the name and address of the Insured Person's chosen Legal Representative to the Insurer. If the Insurer agrees to appoint a Legal Representative that the Insured Person chooses, that Legal Representative will be appointed on the same terms as the Insurer would have appointed its chosen Legal Representative, except where the Insurer and the Legal Representative reach a different agreement.

In respect of any Claim for which the Insurer has granted Consent, the Legal Representative will be appointed in the name of and on behalf of the Insured Person to act for the Insured Person in accordance with the terms of this Section.

In agreeing to the selection of a Legal Representative the Insured Person will comply with Claims Process Condition 4.

## Section 6 – Commercial Legal Expenses (continued)

The Insurer's liability to provide cover under this Section will cease immediately with no liability to indemnify the Insured Person in any respect unless in its absolute discretion the Insurer agrees to another Legal Representative being appointed to continue acting for the Insured Person under the terms of this Section, if:

- i due to any conduct or failure to act by the Insured Person, the Legal Representative reasonably refuses to continue acting for the Insured Person, or
- ii the Insured Person dismisses the Legal Representative against the advice of the Legal Representative and without the Insurer's prior written agreement.

### **b Disclosures to the Legal Representative**

It is a condition precedent to the Insurer's liability to provide cover under this Section that the Insured Person must

- i give the Legal Representative all possible help and information including a complete and truthful account of the facts of the case; and
- ii provide the Legal Representative with all relevant documentary or other evidence in the Insured Person's possession; and
- iii provide, obtain or execute all documents considered necessary by the Legal Representative and attend meetings or conferences as requested.

### **c Access to Information**

The Insurer is entitled to receive from the Legal Representative any information, document or advice in connection with any Claim, even if privileged. On request the Insured Person will give to the Legal Representative any instructions necessary to secure the required access.

### **d Duties of the Insured Person and Legal Representative in relation to any Claim**

- i It is a condition precedent to the Insurer's liability to provide cover under this Section that the Insured Person, or on their behalf, the Legal Representative immediately notify the Insurer in writing of any information as soon as it is received which may affect the Insurer's opinion on the Reasonable Prospects of a Satisfactory Outcome of the Claim
- ii The Insured Person, or on their behalf the Legal Representative must inform the Insurer in writing as soon as any offer to settle a Claim is received or made. The Insured Person or the Legal Representative must not under any circumstances enter into any agreement to settle without the Insurer's prior written consent. If the Insured Person, or on their behalf the Legal Representative, fails to inform the Insurer as soon as an offer to settle a Claim is received or made, cover under this Section will cease with effect from the date of the offer. If, in the Insurer's opinion, the Insured Person unreasonably withholds agreement to settle, cover under this Section will cease from the date on which the Insured Person ought reasonably have agreed to settle. The Insurer agrees to indemnify the Insured Person in respect of Legal Expenses incurred up to the date when cover ceased
- iii The Insured Person, or on their behalf the Legal Representative, must report in writing the result of the Claim to the Insurer when it is finished.

## Section 6 – Commercial Legal Expenses (continued)

### e Payment of Legal Representative's Bills

The Insurer shall have the right to settle Legal Expenses at the conclusion of a Claim.

The Insured Person should forward all bills which are received from the Legal Representative relating to the Claim to the Insurer without delay following conclusion of the Claim. If the Insurer requires, the Insured Person must ask the Legal Representative to submit the bill of costs for audit or assessment by the appropriate court or, at the discretion of the Insurer, a law costs draughtsman or other competent party. The Insurer will only pay Legal Expenses that are determined as reasonable by the audit or assessment.

The Insurer may settle a payment of Legal Expenses, Awards of Compensation, Data Protection Compensation Awards, Jury Service Allowance or Witness Attendance Allowance direct with the Legal Representative if it is appropriate for the Insurer to do so. The payment of some Legal Expenses does not imply that all Legal Expenses will be paid on the Insured Person's behalf.

The Insured Person must not, without the Insurer's prior written consent, enter into any agreement with the Legal Representative as to the basis of calculation of Legal Expenses. This agreement is normally known as either a conditional fee agreement or a damages based agreement.

### f Instruction of a Barrister

If, during the course of any Claim (and subject always to compliance with Claims Process Condition 2), the Insured Person or the Legal Representative considers it necessary and wishes to instruct a barrister, the barrister's name must first be submitted to the Insurer for Consent to the proposed instruction.

### g Conduct of the Claim

It is a condition precedent to the Insurer's continuing liability to provide cover under this Section that the Insured Person

- i does not withdraw from a Claim or dismiss the Legal Representative without the written agreement of the Insurer and the Legal Representative; and
- ii co-operates fully with the Legal Representative and the Insurer in the conduct of the Claim; and
- iii follows the advice of the Legal Representative.

If the Insured Person fails to comply with **i**, **ii** or **iii** then the Insurer's liability to provide cover under this Section will cease immediately and the Insurer will not be responsible for the payment of Legal Expenses, Awards of Compensation or Data Protection Compensation Awards and will be entitled to reimbursement of all Legal Expenses already incurred and any Jury Service Allowance or Witness Attendance Allowance already paid in respect of the Claim unless the Insurer agrees to appoint another Legal Representative to continue the Claim.

### h Award of Costs

Where the Insured Person is awarded costs, it is a condition precedent to the Insurer's liability to provide cover for Legal Expenses that the Insured Person and the Legal Representative must take every reasonable step to recover Legal Expenses which would be or have been subject to payment under this Section. All such recoveries will be taken into account when calculating the Insurer's liability under this Section.

### i Alternative Dispute Resolution

When, in the Insurer's opinion, alternative dispute resolution would appear to provide a more effective method of resolving any Claim, the Insurer may request that the Insured Person agrees to submit such Claim to a professional dispute resolution service, to be selected by the Insurer.

In considering alternative dispute resolution the Insured Person will comply with Claims Process Condition 4 and will not therefore unreasonably withhold Consent.

## Section 6 – Commercial Legal Expenses (continued)

### Communications

All notices and communications from the Insurer or the Insurer's representatives to the Insured Person will be deemed to have been duly sent if sent to the Insured Person's last known address or, in relation to any matters arising out of any Claim, if sent to the Legal Representative.

All notices and communication from the Insured Person to the Insurer should be sent to:

Allianz Legal Protection  
Allianz-ALP  
PO Box 10623  
Wigston  
LE18 9HJ  
United Kingdom

Telephone: **0370 243 4340**  
(open 9am to 5pm, Monday to Friday, excluding Bank Holidays)

Email: [alpenquiries@allianz.co.uk](mailto:alpenquiries@allianz.co.uk)

### Additional Services

In addition to the indemnity provided by this Section, further services are available to the Insured. The Insured may access these services at any time during the Period of Insurance, although the Insurer will not be liable to the Insured or Insured Person for any Legal Expenses or other costs or expenses, loss or damage incurred as a result of using the services or any advice received from the provider of these services. This is because these services are not provided by the Insurer.

Further, no liability can be accepted for inability to provide any benefits or advice due to breakdown or failure of the telephone network.

There may be an additional charge payable by the Insured or Insured Person for the use of these additional services.

### 1 Undisputed Debt Recovery Service

The Insured has access to the Undisputed Debt Recovery Service if the Insured has an Undisputed Debt of at least £250 and the legal action to recover that Undisputed Debt can be brought within Great Britain. The Undisputed Debt should be referred to the Undisputed Debt Recovery Service as soon as possible after the amount becomes due and payable.

The Undisputed Debt Recovery Service is provided by an organisation that specialises in the recovery of debts. The organisation providing the Undisputed Debt Recovery Service is not part of the Insurer and does not act on the Insurer's behalf. For Undisputed Debts that are pursued in England or Wales, that organisation will be DWF LLP, of 5 St Paul's Square, Old Hall Street, Liverpool L3 9AE. For Undisputed Debts that are pursued in Scotland, the service will be provided by HBJ Claim Solutions solicitors, of 247 West George Street, Glasgow, Lanarkshire G2 4QE.

When the Insured needs to contact the Undisputed Debt Recovery Service the Insured should call the number below, which relates to the country in which the Undisputed Debt will be pursued. The Insured should quote 'Allianz Undisputed Debt Recovery Service' and the Master Policy reference contained within the Policy Schedule.

Debts pursued in England or Wales: **0151 907 3141**  
Debts pursued in Scotland: **0141 249 6095**

The telephone lines are open between the hours of 9.00am and 5.00pm, Monday to Friday (excluding Public Holidays).

Use of the Undisputed Debt Recovery Service by the Insured will be subject to a fee being payable by the Insured to the Undisputed Debt Recovery Service. The fee will be a percentage of the Undisputed Debt. The level of the fee, and the time at which it will be payable by the Insured, will be confirmed to the Insured by the Undisputed Debt Recovery Service when the Undisputed Debt Recovery Service is initially contacted.

## Section 6 – Commercial Legal Expenses (continued)

There may be additional expenses that are necessarily incurred by the Undisputed Debt Recovery Service to recover the Undisputed Debt. These will also be payable by the Insured and will be confirmed by the Undisputed Debt Recovery Service to the Insured at the appropriate time.

This Section does not cover the fee charged by the Undisputed Debt Recovery Service or any expenses incurred in recovering the Undisputed Debt.

If, in the view of the Undisputed Debt Recovery Service and the Insurer, the other party to the Contract submits a viable defence in respect of the Undisputed Debt the Insured must report the matter as a civil Claim in respect of a contract dispute pursuit. The pursuit of the disputed debt will then be handled in accordance with the terms and conditions of this Section.

### 2 Solicitor Employment Support Service

The Insured has access to the Solicitor Employment Support Service if the Insured requires the use of a solicitor to carry out a redundancy programme relating to an Employee, on behalf of the Insured.

In the first instance the Insured should contact Lawphone on **0344 873 0845** and provide a brief summary of the problem. The details will be passed to an advisor who will return the Insured's call. If the advisor decides the Insured would benefit from the use of a solicitor they will pass the details on to the solicitor to arrange a mutually convenient time for this to take place.

There is an additional charge to use this service and this additional charge will not be covered by this Policy.

The telephone helpline is provided by Allianz Legal Protection, a trading name of Allianz Insurance plc.

The Solicitor Employment Support Service is provided by DWF LLP of 5 St Paul's Square, Old Hall Street, Liverpool L3 9AE.

### 3 Specialist Legal Support Service

The Insured has access to a specialist solicitor if:

- Lawphone is unable assist with the legal problem because it is specialist in nature; or
- the Claim is not covered by this Section; or
- the Insured requires a full legal review of the Business.

This service aims to deal with issues which are specialist in nature. The solicitor will work with the Insured to prevent legal problems from happening by concentrating on specific areas of the Business or assessing the Business for areas where legal issues may arise and address those areas.

There is an additional charge for this service depending on the issues which need to be addressed and this additional charge will not be covered by this Policy.

In the first instance the Insured should contact Lawphone on **0344 873 0845** and provide a brief summary of the problem. The details will be passed to an advisor who will return the Insured's call.

The solicitor support is provided by DWF LLP of 5 St Paul's Square, Old Hall Street, Liverpool L3 9AE.

### 4 Crisis Response

The Insured has access to a range of services to provide support to prepare for, and deal with, a business crisis. In the first instance the Insured will need to register at [dwf.law/crisisresponse](http://dwf.law/crisisresponse) for access to the free crisis response service including crisis response updates by email, cyber security updates and access to a free dedicated workshop programme.

In addition, the Insured will have access to crisis management training, reviews and a bespoke crisis management plan. There is an additional charge for this service depending on the issues which need to be addressed and this additional charge will not be covered by this Policy.

The crisis response service is provided by DWF LLP of 5 St Paul's Square, Old Hall Street, Liverpool L3 9AE.

# Section 7 – Property Damage

## Definitions

### Damage

Loss or destruction of or damage to Property Insured.

### Premises

The Buildings at the address or addresses shown in the Schedule, including their grounds, all within the boundaries for which the Insured are responsible and being, unless more specifically described in the Schedule, occupied solely by the Insured for the purpose of the Business.

## Cover

The Insurer will pay the Insured for Damage to Property Insured at the Premises caused by any of the Events operative under this Policy and not otherwise excluded occurring during the Period of Insurance.

### Events

**1 Fire**, excluding Damage to the property insured caused

- a** by explosion resulting from fire
- b** by earthquake or subterranean fire
- c** by its own spontaneous fermentation or heating, or its undergoing any heating process or any process involving the application of heat
- d** to any particular piece of electrical apparatus or fitting which has caused a fire due to self ignition, over running, excessive pressure, short circuiting, self heating or leakage of electricity

### Lightning

### Explosion

- a** of boilers
- b** of gas

used for domestic purposes only, but excluding any Damage caused by earthquake or subterranean fire

**2 Explosion**, excluding Damage

- a** caused by or consisting of the bursting by steam pressure of a boiler (not being a boiler used for domestic purposes only), economiser or other vessel, machine or apparatus belonging to the Insured or under the control of the Insured, in which internal pressure is due to steam only
- b** in respect of and originating in any vessel, machinery or apparatus or its contents, belonging to the Insured or under the control of the Insured, which requires to be examined to comply with any statutory regulations, unless there is in force a policy of insurance or other contract providing the required inspection service

**3 Aircraft** or other aerial devices or articles dropped from them

**4 Riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances or malicious persons** excluding

- a** Damage arising from nationalisation, confiscation, requisition, seizure or destruction by the Government or any public authority
- b** Damage arising from cessation of work
- c** Damage
  - i** by theft or attempted theft
  - ii** in respect of any building which is/are Unoccupied

directly caused by malicious persons not acting on behalf of or in connection with any political organisation, but the Insurer will pay for such Damage caused by fire or explosion.

**5 Earthquake**

**6 Subterranean Fire**

## Section 7 – Property Damage (continued)

### 7 Storm, Tempest or Flood, excluding

- a Damage attributable solely to change in the water table level
- b Damage by frost, subsidence, ground heave or landslip
- c Damage in respect of fences, gates or moveable Property in the Open
- d Damage to open-fronted or open-sided Buildings or to Property contained therein

### 8 Escape of Water from any Tank, Apparatus or Pipe, excluding

- a Damage by water discharged or leaking from any automatic sprinkler installation
- b Damage in respect of any Building which is/are Unoccupied

### 9 Impact by any road vehicle or animal

### 10 Sprinkler Leakage

Accidental escape of water from any automatic sprinkler installation in the Premises not caused by

- a freezing whilst the Building in so far as it is in the Insured's ownership or tenancy is Unoccupied
- b explosion, earthquake, subterranean fire or heat caused by fire

**11 Theft or Attempted Theft** involving forcible and violent entry to or exit from the Buildings or hold-up by violence or threat of violence to the Insured or any partner, director, employee of the Insured or members of their families or any other person who has a legal right to be on the Premises excluding Damage

- a expedited or in any way brought about by the Insured or any partner, director or employee of the Insured or any other person who has a legal right to be on the Premises
- b to Money, deeds, securities, jewellery, precious stones or precious metals, bullion, furs, curiosities, works of art or rare books unless such property is specifically described in the Schedule

- c to Property in the Open or in open sided or fronted buildings or in buildings not on permanent foundations unless such buildings are specifically described in the Schedule

**12 Subsidence, Ground Heave or Landslip** of any part of the Premises on which the Property Insured stands excluding Damage caused by

- a collapse, cracking, shrinkage, expansion or settlement of Buildings or any part thereof
- b coastal or river erosion
- c defective design or workmanship or the use of defective materials including inadequate construction of foundations
- d settlement or movement of made up ground
- e the normal settlement or bedding down of new structures
- f Damage to solid floor slabs or resulting from their movement unless the foundations beneath the external walls of the Buildings are Damaged at the same time and from the same cause
- g Damage to yards, car parks, roads, pavements, landlords fixtures and fittings, security lighting and cameras, walls, gates, fences, fixed fuel oil tanks and fixed diesel tanks, piping, ducting, cables, wires and associated control gears and accessories, paved areas or footpaths unless a Building insured by this Section is Damaged by the same cause at the same time
- h which originates prior to the inception of this cover
- i demolition, construction, structural alteration or repair to any Buildings or groundworks or excavation at the same Premises
- j Events 1, 2, 5, 6 or 8 of this Section.

## Section 7 – Property Damage (continued)

### Special Condition

The Insured shall notify the Insurer immediately they become aware of any demolition, groundworks, excavation or construction being carried out on the same or any adjoining site. The Insurer shall then have the right to vary the terms or cancel cover in respect of subsidence, ground heave or landslide.

### 13 Accidental Damage, excluding

- a** Damage caused by, or consisting of, or arising from, or attributable to
  - i** any of the Events
  - ii** any of the exclusions to the Events

specified in Events 1–12 and 14, whether Events 1–12 and 14 are insured or not
- b** Damage caused by or consisting of inherent vice, latent defect, gradual deterioration, wear and tear, frost, its own faulty or defective design or materials but this shall not exclude Damage which itself results from a cause not otherwise excluded
- c** Damage caused by or consisting of faulty or defective workmanship, operational error or omission by the Insured or any employee of the Insured but this shall not exclude
  - i** such Damage not otherwise excluded which itself results from an insured Event
  - ii** subsequent Damage which itself results from a cause not otherwise excluded
- d** Acts of fraud or dishonesty by any partner, director or employee of the Insured but this shall not exclude such Damage not otherwise excluded which itself results from Events 1–12 and 14 of this Section
- e** Damage caused by or consisting of corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin or insects, change in temperature, colour, flavour, texture or finish but this shall not exclude
  - i** such Damage not otherwise excluded which itself results from Events 1 to 12 and 14 of this Section
  - ii** subsequent Damage which itself results from a cause not otherwise excluded
- f** Damage consisting of
  - i** joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, superheaters, pressure vessels or any range of steam and feed piping connected to them
  - ii** mechanical or electrical breakdown or derangement in respect of the particular machine, apparatus or equipment in which such breakdown or derangement originates

but this shall not exclude such Damage which itself results from other Damage and is not otherwise excluded, or subsequent Damage which itself results from a cause not otherwise excluded
- g** Damage caused by disappearance, unexplained or inventory shortage or the misfiling or misplacing of information
- h** Damage caused by normal settlement or bedding down of new structures
- i** Damage to any Building or structure caused by its own collapse or cracking, but this shall not exclude such Damage resulting from other Damage in so far as it is not otherwise excluded
- j** Damage in respect of fences, gates and moveable Property in the Open caused by wind, rain, hail, sleet, snow or dust

## Section 7 – Property Damage (continued)

- k** Damage to any Property resulting from its undergoing any process of production, packing, treatment, testing, commissioning, service or repair
- l** Damage in respect of
  - i** jewellery, precious stones or precious metals, bullion, furs, curiosities, works of art or rare books
  - ii** property in transit
  - iii** glass (other than fixed glass), sanitaryware (other than fixed sanitaryware), china, earthenware, marble or other fragile or brittle objects
  - iv** Money, bonds or securities of any description but this shall not exclude other Damage in so far as it is not otherwise excluded
- m** Damage to
  - i** vehicles licensed for road use (including accessories on them), caravans, trailers, railway locomotives, rolling stock, watercraft or aircraft
  - ii** property or structures in course of construction or erection and materials or supplies in connection with all such property or structures
  - iii** land, roads, pavements, piers, jetties, bridges, culverts or excavations
  - iv** livestock, growing crops or trees

but this shall not exclude such Property specifically described in the Schedule

- n** theft or attempted theft

### **14 Escape of Oil** from any fixed heating installation excluding

- a** Damage in respect of any Building or Property Insured in any Building which is Unoccupied
- b** Damage unless caused by a sudden identifiable unintended and unexpected incident which has taken place in its entirety at a specific time and place during the Period of Insurance
- c** the value of the oil lost

### Basis of Settlement

- 1** The Insurer will pay the Insured the value of the Property Insured at the time of its Damage, or at the Insurer's option will reinstate or replace such Property or any part of such Property.
- 2** The most the Insurer will pay for any one claim is the Total Sum Insured, or for each item its individual Sum Insured, or any other limit of liability in this Section whichever is the less at the time of Damage.
- 3** Any Excess will be deducted from the amount payable after the application of all terms and conditions of this Section and the Policy. The Excess applies to each separate Premises.

### Automatic Reinstatement

In the absence of written notice by the Insured or the Insurer to the contrary, in consideration of Sums Insured or limits of liability not being reduced by the amount of any claim from the date of the Damage, the Insured will pay the appropriate additional premium due for the period from the date of Damage to expiry of the Period of Insurance, but this shall not apply in respect of theft or attempted theft.

### Basis of Settlement Adjustments

Subject to the terms, conditions, exclusions and limits of this Section, in calculating the most the Insurer will pay for any one claim, adjustments shall be made in accordance with the following clauses.

#### **1 Reinstatement (Day One Basis)**

- a** Subject to the Special Conditions set out below, the basis on which the amount payable for Buildings and Contents is to be calculated will be the reinstatement of the Property Damaged.

## Section 7 – Property Damage (continued)

For this purpose “reinstatement” means

- i** the rebuilding or replacement of Property Damaged which, provided the Insurer’s liability is not increased, may be carried out
  - in any manner suitable to the requirements of the Insured
  - on another site
- ii** the repair or restoration of Property Damage

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

- b** The Declared Value (shown in brackets below the Sum Insured on the Schedule), having been stated in writing by the Insured, has been used to calculate the premium.

“Declared Value” means the assessment by the Insured of the cost of reinstatement of Property Insured arrived at in accordance with paragraph 1ai of the Basis of Settlement Adjustments at the level of costs applying at inception of the Period of Insurance (ignoring inflationary factors which may subsequently operate), together with, to the extent that cover provides, due allowance for

- i** any additional cost of reinstatement to comply with Public Authorities regulations, bye-laws or stipulations
- ii** professional fees
- iii** removal of debris costs.

### Reinstatement (Day One Basis) Special Conditions

- 1** At the inception of each Period of Insurance, the Insured shall notify the Insurer of the Declared Value of Property Insured. In the absence of such declaration the last amount declared by the Insured will be taken as the Declared Value for the new Period of Insurance, appropriately adjusted for Index Linking where applicable.

For the purposes of this Condition, Index Linking shall be calculated in the following manner.

Sums Insured and/or Declared Values will be adjusted to take into account movements in the appropriate index and renewal premiums will be based on the adjusted Sums Insured and/or Declared Values.

For Buildings, the General Building Cost Index issued by the Building Cost Information Service of the Royal Institute of Chartered Surveyors (or some other suitable index the Insurer decides upon) will be used.

For Contents and other Property specifically described in the Schedule (other than Stock), the Retail Price Index (or some other suitable index the Insurer decides upon) will be used.

These changes will continue to be applied between the date of any Damage and the date when replacement or repair has been completed.

- 2** The Insurer’s liability for the repair or restoration of Property Damaged in part only, shall not exceed the amount which would have been payable if such Property had been wholly destroyed.
- 3** No payment beyond the amount the Insurer would have paid in the absence of this clause will be made
  - a** unless reinstatement commences and proceeds without unreasonable delay
  - b** until the cost of reinstatement has actually been incurred
  - c** where Property Insured at the time of Damage is covered by any other insurance effected by the Insured, or on behalf of the Insured, which is not on the same basis of reinstatement.
- 4** All the terms and conditions of this Section and the Policy shall apply
  - a** to any claim payable under the provisions of this clause, other than where they are expressly varied by the terms of this clause

## Section 7 – Property Damage (continued)

- b** where claims are payable as if this clause had not been incorporated, except that Sums Insured will be limited to Declared Values.

### 2 This clause is left intentionally blank

### 3 This clause is left intentionally blank

### 4 Public Authorities

Subject to the Public Authorities Special Conditions set out below, cover for Buildings and Contents includes an amount in respect of any additional cost of reinstatement which is incurred solely by reason of the necessity to comply with building or other regulations under or framed in pursuance of any Act of Parliament, with bye-laws of any public authority or to comply with the stipulations of European Union legislation, in consequence of Damage, excluding

- a** the cost incurred in complying with such regulations, byelaws or stipulations
  - i** in respect of Damage occurring prior to the granting of this cover
  - ii** in respect of Damage not insured by this Section
  - iii** under which notice has been served upon the Insured before the date of the Damage
  - iv** in respect of undamaged Property or undamaged portions of Property, other than foundations (unless specifically excluded) of that portion of the Property Damaged
- b** 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 such regulations, bye-laws or stipulations not arisen
- c** the amount of any charge or assessment arising out of capital appreciation, which may be payable in respect of the Property, by reason of compliance with any such regulations, bye-laws or stipulations.

### Public Authorities Special Conditions

- 1** The work of reinstatement must be commenced and carried out without unreasonable delay and in any case must be completed within 12 months after the Damage, or within such further time as the Insurer may allow, and may be carried out upon another site (if such regulations, bye-laws or stipulations so necessitate), subject to there being no resulting increase in the liability of the Insurer.
- 2** If the liability of the Insurer is reduced by the application of any of the terms and conditions of this Section or the Policy (other than as a result of this clause), the liability of the Insurer under this clause will be reduced in proportion.
- 3** The liability of the Insurer shall not exceed in respect of any one claim
  - a** in respect of undamaged portions of property (other than foundations) 15% of the total amount the Insurer would have been liable to pay to reinstate the property if the Property Insured by the item at the Premises where Damage occurred had been wholly destroyed
  - b** in respect of the property suffering Damage the Sum Insured applicable to each separate premises
- 4** All the terms and conditions of this Section and the Policy shall apply to any claim payable under the provisions of this clause, other than where they are expressly varied by the terms of this clause.
- 5 Services**

Cover includes telephone, gas, water and electric instruments, meters, piping, cabling and their accessories, including similar property in adjoining yards or roadways or underground, all pertaining to Buildings or Contents insured by this Section, being the property of the Insured or for which the Insured are responsible.

## Section 7 – Property Damage (continued)

### 6 Alterations and Additions

To the extent that they are not otherwise insured, Buildings and Contents items include

- a alterations, additions and improvements (but not appreciation in value in excess of Sums Insured) to Buildings, machinery and plant
- b any newly acquired or newly erected Buildings, machinery or plant

within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands, for no more than 10% of the Sum Insured for each item covered, or £500,000 in total, whichever is the less, at any one Premises or at any one newly acquired address elsewhere than at the Premises, provided that the Insured shall give details of such alterations and additions to the Insurer within 90 days of the commencement date of the Insured's responsibility, effect specific cover retrospective to such date and pay the appropriate additional premium.

### 7 Professional Fees

Sums insured and/or Declared Values for Buildings and Contents include an amount in respect of architects', surveyors', legal and consulting engineers' fees, other than where an item covering such fees is specifically described in the Schedule. Cover applies only to those fees necessarily and reasonably incurred in consequence of Damage, in the reinstatement or repair of Property Insured.

### 8 Removal of Debris Costs

Sums insured and/or Declared Values for Buildings, Contents and Stock include an amount in respect of removal of debris costs, other than where an item covering such costs is specifically described in the Schedule.

Cover applies only to those costs necessarily and reasonably incurred in consequence of Damage, in

- a removing debris
- b dismantling and demolishing
- c shoring up or propping
- d clearing, cleaning and/or repairing drains, gutters, sewers for which the Insured are responsible.

The Insurer will not pay for any costs or expenses

- a incurred in removing debris other than from the site of such Property Damage and the area immediately adjacent to such site
- b arising from pollution or contamination of Property not insured by this Section.

### 9 Temporary Removal

Property Insured (other than Stock) is covered whilst temporarily removed for cleaning, renovation, repair or similar purposes to any address elsewhere than at the Premises, including whilst in transit, within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

The Insurer will not pay for

- a such property more specifically insured
- b Damage to vehicles licensed for road use, in so far as they are insured by this Section, occurring elsewhere than at the Premises from which such vehicles are removed
- c more than 10% of the sum insured for each item covered, for Damage occurring elsewhere than at the Premises.

### 10 Temporary Removal – Documents

If deeds and other documents (including stamps on them), manuscripts, plans and writings of every description, books and other business records are included in the Property Insured, such items are covered whilst temporarily removed to any address elsewhere than at the Premises, including whilst in transit within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

The Insurer will not pay for

- a such items more specifically insured
- b more than 10% of the total value of such items.
- c more than £2,500 for computer systems records

## Section 7 – Property Damage (continued)

### 11 Contract Price

In respect only of goods sold but not delivered, for which the Insured remain responsible under the terms of a contract of sale, where such contract of sale is cancelled following Damage by reason of its conditions, either wholly or to the extent of the Damage, cover will be based on the contract price.

For the purpose of this clause the value of all goods to which this basis of settlement could apply in the event of Damage will also be ascertained on this basis.

### 12 Customers' Goods

If the Insured have represented to customers that they will accept responsibility for Damage to the goods of customers or to goods for which such customers may be legally responsible, the Insurer agrees that all such goods in the Premises will be covered as Stock except in so far as they are more specifically insured.

### 13 Rent

Where an item covering rent is specifically described in the Schedule, cover applies only if a Building in respect of which rent is payable by or to the Insured, or any part of it, is unfit for occupation in consequence of Damage. The Insurer will not pay for more than the proportion of the Sum Insured on rent that the period necessary for reinstatement bears to the term of rent covered.

### 14 Dismantling and Re-erection Costs

Cover includes the cost of dismantling, re-erection, fitting and fixing of Contents following Damage.

### 15 Fixed Glass and Neon/Illuminated Signs

Cover extends to include Damage to fixed glass, glass shelves, showcases and counter cases, mirrors and neon/illuminated signs.

Following Damage to fixed glass or neon/illuminated signs the Insurer will pay the cost of

- a** any necessary boarding up or temporary glazing pending full replacement
- b** replacing alarm foil, lettering, painting, embossing, silvering or other ornamental work on glass

- c** Damage to Contents or Stock caused by broken glass
- d** Removing and re-fixing window fittings and other obstacles to replacing broken glass

The Insurer will not pay for Damage

- 1** in respect of neon and illuminated signs
  - i** arising from adjustment, repair, dismantling or erection of any part of the sign, or whilst such sign is removed from its normal working position
  - ii** arising from mechanical breakdown of the sign or any part of the sign
  - iii** to any part of the sign by its own ignition electrical breakdown or burn out
  - iv** to tubes unless the glass is fractured
- 2** existing prior to the inception of this Section

### 16 Fire Extinguishers, Sprinklers and Security Equipment

The Insurer will pay the reasonable costs incurred by the Insured in

- a** re-filling, recharging or replacing any fire extinguishers, local or fixed fire suppression or gas flooding systems, sprinkler installations and sprinkler heads
- b** having any fire and/or intruder alarms and closed circuit television equipment re-set in consequence of Damage,

provided that

- i** the Insured maintain all such equipment under contract and in accordance with the manufacturer's instructions with a maintenance company acceptable to the Insurer
- ii** the Insurer shall not be liable in respect of any costs and expenses recoverable from the maintenance company or from the fire service
- iii** the liability of the Insurer in respect of any one claim shall not exceed £25,000.

## Section 7 – Property Damage (continued)

### 17 Metered Utilities

Cover includes additional water, gas, electricity, oil or other metered supply charges incurred by the Insured up to an amount of £25,000 any one Period of Insurance, in consequence of Damage, but the Insurer will not pay for such charges incurred in respect of any Building which is Unoccupied.

The basis on which the amount payable is to be calculated will be the amount of the suppliers' charges for the period during which Damage occurs, less the charge paid by the Insured for the corresponding period in the preceding year, adjusted for charges in the suppliers' charges and for variations affecting consumption of the Insured during the intervening period.

### 18 Exhibitions

Property Insured is covered whilst at any exhibition within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands, including whilst in transit to and from such exhibition for a period not exceeding 15 days.

The most the Insurer will pay in respect of any one exhibition is £25,000.

### 19 Trace and Access

In the event of Damage in consequence of escape of water or fuel oil from any tank, apparatus or pipe, the Insurer will pay costs necessarily and reasonably incurred by the Insured in locating the source of such Damage, and in the subsequent making good of Damage caused as a consequence of locating such source, up to an amount of £25,000 any one claim.

### 20 Seventy Two Hours Clause

Damage occurring within 72 consecutive hours of and arising from Event 7 (Storm, tempest or flood) is deemed to be one claim.

The Insured have the right to select the moment from which the 72 hour period shall be deemed to have commenced within the terms of this Section, provided that such Damage occurred prior to expiry of the Period of Insurance.

### 21 Interested Parties

The Insurer agrees

- a that without prejudice to rights and liabilities of the Insured or the Insurer, if at the time of Damage the Insured have contracted to sell their interest in any Building covered, and the purchase has not been but shall afterwards be completed, the purchasers on completion of the purchase shall be entitled to benefit under this Section until completion, except in so far as such Building is more specifically insured by or on behalf of the purchaser
- b to note the interest of any party notifying their interest in any of the Property Insured in writing, the nature and extent of such interest to be disclosed in the event of Damage.

### 22 Landscaped Grounds

Cover includes costs incurred by the Insured in consequence of Damage to Property Insured at the Premises, up to an amount of £10,000 any one claim, in restoring landscape grounds to their original appearance when first laid out and planted, but the Insurer will not pay for costs arising due to the failure of trees, shrubs, plants, turf to germinate or become established.

### 23 Locks and Keys

The Insurer will pay the cost of replacing keys, locks or lock mechanisms necessary to maintain the security of the Premises following theft of keys by force or violence from within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands from any director, partner or employee of the Insured authorised to hold such keys, up to an amount of £5,000 for any one claim.

### 24 Seasonal Increase

The Sum Insured in respect of Stock shall be increased by 25% during:

- a the months of November and December
- b a period of 14 days preceding and succeeding any Bank Holiday other than a Bank Holiday occurring during November and December

## Section 7 – Property Damage (continued)

### 25 Damage to the Premises

In the event that Buildings at the Premises are not covered by this Section of the Policy, the Insurer will pay costs for which the Insured are responsible, necessarily and reasonably incurred by the Insured to repair Damage to the Premises in consequence of theft or attempted theft (as insured by this Section).

The Insurer will also pay the cost of any temporary boarding-up or making good necessary to keep the Premises secure.

### 26 Moulds, Tools and Dies

Cover includes moulds, tools, and dies belonging to the Insured or for which the Insured are responsible whilst at the Premises.

Cover also extends to include moulds, tools, and dies belonging to the Insured or for which the Insured are responsible whilst elsewhere than at the Premises at any premises within the United Kingdom not occupied by the Insured, including whilst in transit thereto and therefrom by road, rail or inland waterway providing that:

- a** Theft or Attempted Theft must involve forcible and violent entry to or exit from a building or
- b** Whenever moulds, tools and dies belonging to the Insured or for which the Insured are responsible are left in unattended vehicles owned or operated by the Insured, the Insured must ensure that:
  - i** all security locks, alarms and other security devices are maintained in an efficient working condition
  - ii** all doors are locked, windows and other openings closed and securely fastened and all intruder alarm installations and other security devices are made operative whenever the vehicles are left unattended
  - iii** vehicles are contained in a securely locked building if left unattended overnight (overnight shall mean from 9.00pm, or whenever the vehicle was last occupied whichever is the earlier, to 6.00am or until the vehicle is first used whichever is the later).

The most the Insurer will pay in respect of any one claim is £50,000.

### 27 Unauthorised Use of Supplies

Cover includes water, gas, electricity, oil or other metered supply charges incurred by the Insured and for which the Insured are legally responsible, due to unauthorised use by persons taking possession of, keeping possession of or occupying any Premises without the written consent of the Insured, providing that

- a** the Insured shall take all practicable steps to terminate such unauthorised use as soon as it is discovered
- b** the Insured has advised the Insurer of such unauthorised use immediately on becoming aware of it
- c** Policy Condition 20 Unoccupied Buildings has been complied with by the Insured
- d** the liability of the Insurer shall not exceed £10,000 in respect of any one claim and any one Period of Insurance

### 28 Reinstatement to Match – Computer Equipment

Where computer equipment has suffered Damage to the extent that repair is impractical and replacement by similar property in a condition equal to but not better or more extensive than when new is impossible, then the Insured may replace, repair or restore the Property with equivalent property which employs current technology and replacement, repair or restoration with such property for the purposes of this Section shall not be regarded as being better or more extensive than when new Cover also extends to include

- i** the cost of replacement or modification of undamaged computer equipment insofar as it is necessary to adapt it to operate in conjunction with Damaged Property which has been replaced, repaired or restored
- ii** the cost of replacement, repair or modification of undamaged parts of computer equipment that form part of a matching set of articles, or suite of common design or function where the Damage is restricted to a clearly identifiable area or to a specific part

## Section 7 – Property Damage (continued)

Provided that

- a** the total liability of the Insurer is not increased beyond the amount
  - i** that would otherwise have been payable for the replacement, repair or restoration of the Property Damaged in its original form
  - ii** that would have been payable for replacement, repair or modification of the whole Property forming a set of articles, or suite of common design or function if such Property had been wholly destroyed
- b** the Insurer shall be liable only for the amount sufficient to enable the Insured to resume operations in substantially the same manner as before the Damage
- c** where Property is damaged in part only, the Insurer will not pay more than the amount representing the cost which the Insurer would have paid for repair, restoration or replacement if such property had been wholly destroyed
- d** if Damage to computer equipment results in undamaged computer records being incompatible with replacement computer equipment the Insurer will pay the costs of
  - i** modifying the computer equipment
  - or
  - ii** replacing computer records with reinstatement of programmes and/or information (but not for the value of the information to the Insured)

whichever is the less

### 29 Theft Damage to Buildings

Cover includes Damage to Building(s) insured under this Section caused by theft or attempted theft excluding

- a** Damage
  - i** to any Unoccupied Building
  - ii** expedited or in any way brought about by the Insured or any partner, director or employee of the Insured or any other person who has a legal right to be on the Premises, unless such theft or attempted theft involved the threat of or assault or violence to the Insured or any partner, director or employee of the Insured or any other person who has a legal right to be on the Premises
  - iii** to Property which is more specifically or otherwise insured
- b** the first £1,000 of each and every claim
- c** any amount exceeding £25,000

Cover also includes the cost of any temporary boarding-up and making good in consequence of such Damage necessary to keep the Premises secure.

Exclusion n of Event 13 of this Section does not apply to this Basis of Settlement Adjustment.

### 30 Inadvertent Omission to Insure

The Insured having notified the Insurer of their intention to insure all property which they own or for which they are responsible situate within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands, with the Insurer (unless otherwise agreed in writing by the Insurer) from the inception date of this Section of the Policy and it being the Insured's belief that all such property is insured, then the Insurer agrees to extend cover under this Section so that if subsequently any such property is found to have inadvertently been left uninsured by the Insured during the Period of Insurance then the Insurer will deem such property to be insured by this Section, provided that:

- a** the maximum liability of the Insurer for any one claim in respect of Building and Contents in total shall not exceed £100,000 any one premises

## Section 7 – Property Damage (continued)

- b** the Insured carry out at not less than 12 monthly intervals a check to ensure that effective insurance is in force for all property owned or leased by the Insured or for which the Insured are responsible
- c** the Insured shall give details in writing immediately an omission is discovered and within 7 days of the date of discovery shall provide the Insurer with the sums insured to apply for any such property, and effect specific cover retrospective to such date, and pay the appropriate additional premium
- d** in respect of any buildings purchased for refurbishment or redevelopment the Basis of Settlement upon which the amount payable shall be calculated shall be the value of the Property Insured at the time of the Damage, less an appropriate deduction for wear and tear and prior depreciation, and in respect of any buildings due for demolition the Basis of Settlement shall be limited to the costs associated with clearing and securing the buildings
- e** this Basis of Settlement Adjustment shall not apply in addition to any cover provided under the Alterations and Additions Basis of Settlement Adjustment or in respect of any appreciation in value.
- d** Damage to property in any yard, car park or open space or contained within an open sided structure or open sided building
- e** Damage caused to Stock other than by Events 1, 2, 3, 4, 5, 8 or 9 of this Section.

### 32 Freeholders, Lessors and Mortgagees

- a** The Insurer agrees that the interest of any Freeholder, Lessee, Under Lessee and/or Mortgagee in respect of Buildings insured by this Section and which attached before the happening of any Damage shall be automatically noted in this insurance if requested by the Insured, but only to the extent that such interest is not otherwise insured and subject to their identity being disclosed in writing to the Insurer by the Insured in the event of Damage.
- b** This insurance shall not be invalidated by any increase in the risk of Damage resulting from an alteration or act or omission which occurs without the authority or knowledge of any Freeholder and/or Lessor and/or Mortgagee, but this shall only protect the interest of such Freeholder, Lessor or Mortgagee and shall only apply if the Insurer is notified immediately on the party becoming aware of the increased risk and the payment of any reasonable additional premium is made.

### 31 Property Stored

Cover extends to include Damage to property comprising Contents and Stock whilst elsewhere than at the Premises and within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands including whilst in transit thereto and therefrom by road, rail or inland waterway provided that the liability of the Insurer in respect of any one claim shall not exceed 10% of the total Sum Insured on such property or £100,000 whichever is less.

Excluding

- a** property more specifically or otherwise insured
- b** Damage due to theft or attempted theft to money, bonds or securities of any description, jewellery, watches, cameras, precious metals or stones, antiques, computer equipment including personal computer equipment, mobile and smart phones, and any other property excluded by this Section
- c** Damage to curiosities, rare books or works of art for an amount exceeding £1,500 any one article

### 33 Own Goods In Transit

Cover extends to include Damage to

- a** Goods and Tools in Transit within the Territorial Limits subject to a maximum limit of £5,000
- b** clothing and personal effects of the driver of any vehicle or of any other person authorised to be in the Vehicle limited to £500 per person

any one claim or series of claims arising out of any one occurrence of Damage.

## Section 7 – Property Damage (continued)

In calculating the most the Insurer will pay for any one claim, adjustments shall be made in accordance with the following:

- a** in respect of Vehicles, cover includes damage to sheets, ropes, packing materials and the like, but excluding Damage due to unexplained shortage or disappearance, wear and tear or depreciation
- b** Cover includes costs and expenses necessarily and reasonably incurred in:
  - i** transhipment and recovery of Goods and Tools following collision or overturning of the conveying Vehicle, or impact with any object by the conveying Vehicle
  - ii** removal of debris and site clearance following Damage to Goods, up to an amount of £5,000 any one claim. The Insurer will not pay for such costs and expenses arising from pollution or contamination of or to property not insured by this Section.

For the purposes of this Own Goods in Transit cover the following definitions shall apply:

- a Goods**  
Goods belonging to the Insured or held by the Insured in trust and for which the Insured is responsible
- b Territorial Limits**  
Great Britain, Northern Ireland, the Republic of Ireland, the Isle of Man or the Channel Islands, including sea or air transits between these territories
- c Tools**  
Any hand tool or any hand held portable power tool or their parts belonging to the Insured or held by the Insured in trust and for which the Insured is responsible
- d Transit**  
Carrying Goods and Tools in connection with the Business by any means of transit described in the Schedule, including
  - loading and unloading Goods and Tools
  - temporary storage of Goods and Tools in warehousing during transit, for up to 30 days.

### **e Vehicle**

Any vehicle owned or operated by the Insured.

The Insurer will not pay for:

- a** Damage due to
  - i** depreciation, deterioration or contamination, unless caused by accident to the conveying Vehicle
  - ii** inherent vice, leakage or ordinary loss in weight or volume
  - iii** bruising, scratching, chipping, denting, rust, oxidation or discolouration
  - iv** mechanical or electrical breakdown, failure or derangement
  - v** faults in processing or the insufficiency or unsuitability of packing or preparation
  - vi** delay or loss of market
- b** Damage to the contents of any package not involving outward and visible Damage to the package
- c** Damage in respect of Goods and Tools in any open sided, curtain sided, open top or soft top Vehicle or trailer due to
  - i** water or atmospheric conditions
  - ii** theft unless such Vehicle or trailer is stolen at the same time
- d** Damage in respect of jewellery, precious stones, precious metals, bullion, furs, works of art, rare books, Money, bonds, securities of any description, deeds, documents, manuscripts, business books, plans, designs, livestock or the Insured's own machinery or plant (other than Tools)
- e** Damage to the Property Insured caused by theft or attempted theft of such property from an unattended Vehicle unless such Vehicle is protected as described in Cover Condition **b.** below.

## Section 7 – Property Damage (continued)

### Cover Conditions

- a** Precautions  
The Insured must
  - i** install any additional protections to any Vehicle asked for by the Insurer
  - ii** exercise due care in selecting employees to be entrusted with Vehicles, Goods or Tools
  - iii** ensure that Vehicles are maintained in roadworthy condition.
- b** Vehicle Protections  
Whenever Property Insured is left in unattended Vehicles, the Insured must ensure that
  - i** all security locks, alarms and other security devices are maintained in an efficient working condition
  - ii** all doors are locked, windows and other openings closed and securely fastened and all intruder alarm installations and other security devices are made operative whenever the Vehicles are left unattended
- c** Vehicles are contained in a securely locked building if left unattended overnight (for the purpose of this Section overnight shall mean from 9.00pm or whenever the Vehicle was last occupied whichever the earlier, to 6.00am or until the Vehicle is first used whichever is the later).
- d** Additional Claims Condition  
In the case of Transit by road or rail carrier or by post, immediately the Insured becomes aware of any occurrence giving rise to or likely to give rise to a claim under this Section, the Insured shall take all practicable steps to notify the carrier concerned of any Damage within the time limits for notification of claims stipulated in the applicable conditions of carriage or contract.

### 34 Money

The Insurer will indemnify the Insured against Damage to Money occurring during the period of insurance held in connection with the Business by any cause not excluded.

This extends to Damage sustained as a direct result of theft or attempted theft of Money from any safe or strong room, bag or other container used by the Insured or authorised partner, director or employee of the Insured to carry money.

The Insurer will be liable for;

Cash and other Negotiable Money

- a** on the premises within a locked safe – up to £5,000
- b** in transit or bank night safe – up to £5,000
- c** outside of a safe outside business hours on the premises – up to £500
- d** in the personal custody of the Insured or their employees outside of business hours – up to £500

any one claim.

### Transit

In respect of Money in transit in the personal custody of the Insured, any authorised partner, director or employee of the Insured, it is a condition precedent to any liability under this Section that such Money will be accompanied by 2 adults when in excess of £3,000.

Unless otherwise agreed by the Insurer in writing or amended by a clause applicable to this Section as specified in the Schedule.

For the purposes of this Money cover the following definitions shall apply:

#### **a Business Hours**

The period during which the Insured or any partner, director or employee of the Insured is on the Premises for the purpose of the Business.

#### **b Insured Person**

Insured or any partner, director or employee of the Insured aged between 16 and 70 years.

#### **c In Transit**

In transit in the personal custody of the Insured, any Authorised partner, director or employee of the Insured, a security organisation approved by the Insurer, or by registered post.

## Section 7 – Property Damage (continued)

### d Money

Negotiable Money and Non-negotiable Money belonging to the Insured or for which the Insured are responsible.

### e Negotiable Money

Cash, bank and currency notes, credit cards, uncrossed cheques, uncrossed postal orders, luncheon vouchers, current postage stamps, trading stamps, National Insurance stamps not affixed to cards, Holiday with Pay stamps, National Savings stamps, unexpired units in franking machines, gift tokens, consumer redemption vouchers, mobile telephone vouchers and telephone cards.

### f Non-negotiable Money

Crossed cheques, crossed postal orders, crossed bankers' drafts, National Insurance stamps fixed to cards, National Savings certificates, Premium Bonds, credit sales vouchers or receipts and V.A.T. purchase invoices.

The Insurer will not pay for:

- a loss arising from the dishonesty of any partner, director or employee of the Insured which is not discovered within

### 15 working days of such loss

- b damage to any machine which uses coins, notes or tokens
- c loss due to theft of or from any unattended Vehicle
- d shortage due to error or omission
- e any loss from a safe or strong room unless the key or keys to safe or strong room are removed from the Premises, or if a person is authorised to hold such keys and that person lives on the Premises, that person removes all keys to that part of the Premises in which that person actually lives
- f Damage outside of Great Britain, Northern Ireland, the Isle of Man or the Channel Islands

### Cover Conditions

#### Precautions

- a The Insured must exercise due care in selecting employees to be entrusted with Money and shall obtain and will continue to obtain satisfactory written references and confirmation of such
- b references directly from the previous employers
- c keep a proper written record of all Money covered by this Section and allow the Insurer to inspect this record at all reasonable times.
- d secure and lock all cash registers, safes and other money containers whenever such containers are left unattended during business hours.

## Section Exclusions

### The Policy Exclusions apply to this Section and in addition the Insurer will not pay for

- 1 Property which at the time of Damage is insured by or would but for the existence of this Section be insured by any marine policy or policies, but the Insurer will pay for any excess beyond the amount which would have been payable under such marine policy or policies had this Section not been effected.
- 2 any Property more specifically insured by or on behalf of the Insured.
- 3 Damage to paintings, prints and works of art with a value in excess of £10,000 any one item unless specifically described in the Schedule.
- 4 consequential loss or Damage of any kind or description
- 5 the Excess.

## Section 7 – Property Damage (continued)

### Section Conditions

The Policy Conditions apply to this Section and in addition the following:

#### 1 Alteration

Unless the Insurer agrees in writing, cover under this Section shall automatically cease in respect of any of the Property Insured

- a which is disposed of or removed
- b which consists of or is situated in any Buildings or parts of Buildings described in the Schedule as occupied becoming Unoccupied, or as Unoccupied becoming occupied
- c in which the interest of the Insured ceases other than by will or operation of law

during the Period of Insurance

#### 2 Reinstatement

If any Property is to be reinstated or replaced by the Insurer, the Insured shall at their own expense provide all plans, documents, books and information as may reasonably be required. The Insurer shall not be bound to reinstate exactly, but only as circumstances permit and in a reasonably sufficient manner.

## Section 8 – Business Interruption

### Definitions

#### Annual Revenue

Revenue during the 12 months immediately before the date of any Event.

#### Annual Turnover

Turnover during the 12 months immediately before the date of any Event.

#### Business Interruption

Loss resulting from interruption of or interference with the Business carried on by the Insured at the Premises in consequence of an Event to Property.

#### Event

Damage to Property used by the Insured at the Premises for the purpose of the Business.

#### Gross Profit

The amount by which the sum of the amount of the Turnover and the amount of the closing stock and work in progress shall exceed the amount of the opening stock and work in progress and the amount of the Uninsured Working Expenses.

**Note:** The amounts of the opening and closing stocks and work in progress shall be arrived at in accordance with the normal accountancy methods of the Insured, due provision being made for depreciation.

#### Gross Profit Sum Insured

133.3% of the Gross Profit amount provided by the Insured.

**Note:** The Gross Profit amount provided by the Insured is shown in brackets below the Gross Profit Sum Insured on the Schedule.

#### Increased Cost of Working (ICOW)

Additional expenditure (subject to the Uninsured Working Expenses clause) necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in Turnover which but for that expenditure would have taken place during the Indemnity Period.

#### Indemnity Period

Period beginning with the occurrence of any Event and ending not later than the Maximum Indemnity Period thereafter during which the results of the Business shall be affected in consequence of any Event.

#### Maximum Indemnity Period

Maximum Indemnity period shown in the Schedule. Premises Buildings at the address or addresses shown in the Schedule, including their grounds, all within the boundaries for which the Insured are responsible and being, unless more specifically described in the Schedule, occupied solely by the Insured for the purpose of the Business.

#### Rate of Gross Profit

Rate of gross profit earned on the Turnover during the financial year immediately before the date of any Event. Revenue

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

#### Revenue Sum Insured

133.33% of the Revenue amount provided by the Insured. Note: The Revenue amount provided by the Insured is shown in brackets below the Revenue Sum Insured in the Schedule.

#### Standard Revenue

Revenue during that period in the 12 months immediately before the date of any Event which corresponds with the Indemnity Period.

#### Standard Turnover

Turnover during that period in the 12 months immediately before the date of any Event which corresponds with the Indemnity Period.

#### Turnover

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

## Section 8 – Business Interruption (continued)

### Uninsured Working Expenses

- Purchases (less discounts received)
- Carriage, packing and freight
- Discounts allowed
- Bad debts.

**Note:** The words and expressions used in this definition shall have the meaning usually attached to them in the books and accounts of the Insured.

### Cover

The Insurer will pay the Insured for Business Interruption by any of the Events operative under this Policy and not otherwise excluded occurring during the Period of Insurance.

### Events

#### 1 Fire, excluding Business Interruption caused

- a by explosion resulting from fire
- b by earthquake or subterranean fire
- c by its own spontaneous fermentation or heating or its undergoing any heating process or any process involving the application of heat
- d to any particular piece of electrical apparatus or fitting which has caused a fire due to self ignition, over running, excessive pressure, short circuiting, self heating or leakage of electricity.

#### Lightning

#### Explosion

- a of boilers used for domestic purposes only
- b of any other boiler or economiser on the Premises
- c of gas used for domestic purposes only

but excluding any Business Interruption caused by earthquake or subterranean fire.

#### 2 Explosion, excluding Business Interruption caused by the bursting by steam pressure of any vessel, machine or apparatus (not being a boiler or economiser on the Premises) belonging to the Insured or under the control of the Insured, in which internal pressure is due to steam only.

#### 3 Aircraft or other aerial devices or articles dropped from them.

#### 4 Riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances or malicious persons, excluding Business Interruption

- a arising from nationalisation, confiscation, requisition, seizure or destruction by the Government or any public authority
- b arising from cessation of work
- c in respect of any building which is Unoccupied caused by malicious persons not acting on behalf of or in connection with any political organisation, but the Insurer will pay for such Business Interruption caused by fire or explosion
- d arising from deliberate erasure, loss, distortion or corruption of information on computer systems or other records, programs or software.

#### 5 Earthquake

#### 6 Subterranean Fire

#### 7 Storm, Tempest or Flood, excluding Business Interruption

- a attributable solely to change in the water table level
- b caused by frost, subsidence, ground heave or landslip
- c in respect of fences, gates or moveable Property in the Open
- d to open-fronted or open-sided Buildings or to Property contained therein.

#### 8 Escape of Water from any Tank, Apparatus or Pipe, excluding Business Interruption

- a caused by water discharged or leaking from any automatic sprinkler installation
- b in respect of any Building which is Unoccupied.

#### 9 Impact by any road vehicle or animal.

## Section 8 – Business Interruption (continued)

### 10 Sprinkler Leakage

Accidental escape of water from any automatic sprinkler installation in the Premises, excluding Business Interruption caused by

- a freezing whilst the Building in so far as it is in the Insured's ownership or tenancy is Unoccupied
- b explosion, earthquake, subterranean fire or heat caused by fire.

### 11 Theft or Attempted Theft involving

- a forcible and violent entry to or exit from the Buildings
- b hold-up by violence or threat of violence to the Insured or any partner, director, employee of the Insured or members of their families or any other person who has a legal right to be on the Premises

but excluding Business Interruption arising directly from Theft or Attempted Theft

- i expedited or in any way brought about by the Insured or any partner director or employee of the Insured or any person who has a legal right to be on the Premises
- ii of Money, deeds, securities, jewellery, precious stones or precious metals, bullion, furs, curiosities, works of art or rare books unless such property is specifically described in the Schedule
- iii to Property in the Open or in open fronted buildings or in buildings not on permanent foundations
- iv whilst the Premises are closed for Business or are left unattended unless all points of access are closed and secured by all locks and other protections fitted to them.

### 12 Subsidence, Ground Heave or Landslip excluding Business Interruption caused by

- a collapse, cracking, shrinkage, expansion or settlement of Buildings or any part thereof
- b coastal or river erosion
- c defective design or workmanship or the use of defective materials including inadequate construction of foundations

- d settlement or movement of made up ground
- e the normal settlement or bedding down of new structures
- f Damage to solid floor slabs or resulting from their movement unless the foundations beneath the external walls of the Buildings are Damaged at the same time and from the same cause
- g Damage to yards, car parks, roads, pavements, landlords fixtures and fittings, security lighting and cameras, walls, gates, fences, fixed fuel oil tanks and fixed diesel tanks, piping, ducting, cables, wires and associated control gears and accessories, paved areas or footpaths unless the Building insured by this Section is Damaged by the same cause at the same time
- h Damage which originates prior to the inception of this cover
- i Damage resulting from demolition, construction, structural alteration or repair to any Buildings or groundworks or excavation at the same Premises
- j Damage by Events 1,2,5,6 or 8 of this Section.

### Special Condition

The Insured shall notify the Insurer immediately they become aware of any demolition, groundworks, excavation or construction being carried out on the same or any adjoining site.

The Insurer shall then have the right to vary the terms or cancel cover in respect of subsidence, ground heave or landslip.

### 13 Accidental Damage excluding Business Interruption

- a caused by or consisting of or arising from or attributable to
  - i any of the Events
  - ii any of the exclusions to the Events specified in Events 1–12 and 14, whether Events 1–12 and 14 are insured or not
- b caused by or consisting of inherent vice, latent defect, gradual deterioration, wear and tear, frost, its own faulty or defective design or materials but this shall not exclude subsequent Business Interruption which itself results from a cause not otherwise excluded

## Section 8 – Business Interruption (continued)

- c** caused by or consisting of faulty or defective workmanship, operational error or omission by the Insured or any employee of the Insured but this shall not exclude such Business Interruption not otherwise excluded which itself results from an insured Event or subsequent Business Interruption which itself results from a cause not otherwise excluded
- d** caused by acts of fraud or dishonesty by any partner, director or employee of the Insured but this shall not exclude such Business Interruption not otherwise excluded which itself results from Events 1–12 and 14 of this Section
- e** caused by or consisting of corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin or insects, change in temperature, colour, flavour, texture or finish but this shall not exclude
  - i** such Business Interruption not otherwise excluded which itself results from Events 1–12 and 14 of this Section
  - ii** subsequent Business Interruption which itself results from a cause not otherwise excluded
- f** caused by or consisting of
  - i** joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, superheaters, pressure vessels or any range of steam and feed piping connected to them
  - ii** mechanical or electrical breakdown or derangement in respect of the particular machine, apparatus or equipment in which such breakdown or derangement originates but this shall not exclude such Business Interruption not otherwise excluded which itself results from Events 1 to 12 and 14 or from any other Damage, or subsequent Business Interruption which itself results from a cause not otherwise excluded
- g** loss resulting from pollution or contamination but this shall not exclude loss resulting from Damage to Property Insured not otherwise excluded, caused by pollution or contamination which itself results from other Damage or caused by other Damage which itself results from pollution or contamination
- h** caused by
  - i** disappearance, unexplained or inventory shortage or the misfiling or misplacing of information
  - ii** erasure, loss, distortion or corruption of information on computer systems or other records, programs or software deliberately caused by rioters, strikers, locked-out workers, persons taking part in labour disturbances or civil commotion, or malicious persons
  - iii** other erasure, loss, distortion or corruption of information on computer systems or other records, programs or software, unless resulting from Events 1 to 12 and 14 in so far as they are not otherwise excluded.
- i** caused by normal settlement or bedding down of new structures
- j** caused by destruction of or damage to any Building or structure caused by its own collapse or cracking, but this shall not exclude Business Interruption resulting from other Damage in so far as it is not otherwise excluded
- k** in respect of fences, gates and moveable Property in the Open caused by wind, rain, hail, sleet, snow or dust
- l** caused by Damage to any Property resulting from its undergoing any process of production, packing, treatment, testing, commissioning, service or repair
- m** in respect of
  - i** jewellery, precious stones or precious metals, bullion, furs, curiosities, works of art or rare books
  - ii** Property in transit
  - iii** glass (other than fixed glass), sanitaryware (other than fixed sanitaryware), china, earthenware, marble or other fragile or brittle objects
  - iv** money, bonds or securities of any description but this shall not exclude such Business Interruption caused by other Damage in so far as it is not otherwise excluded

## Section 8 – Business Interruption (continued)

- n in respect of
  - i vehicles licensed for road use (including accessories on them), caravans, trailers, railway locomotives, rolling stock, watercraft or aircraft
  - ii Property or structures in course of construction or erection and materials or supplies in connection with all such Property or structures
  - iii land, roads, pavements, piers, jetties, bridges, culverts or excavations
  - iv livestock, growing crops or trees but this shall not exclude such Business Interruption caused by other Damage so far as it is not otherwise excluded
- o caused by theft or attempted theft

### 14 Escape of Oil from any fixed heating installation excluding Business Interruption

- a in respect of any Building or Property Insured in any Building which is Unoccupied
- b unless caused by a sudden identifiable unintended and unexpected incident which has taken place in its entirety at a specific time and place during the Period of Insurance

### Basis of Settlement

- 1 The Insurer's liability under this Section during any one Period of Insurance shall not exceed the Sum Insured
- 2 The Insurer will pay the Insured in respect of each item covered, the amount of their claim for Business Interruption.

### Material Damage Proviso

Provided that at the time of any Event there is an insurance in force covering the interest of the Insured in the Property at the Premises against such Event and that

- 1 payment has been made or liability has been admitted for payment, or
- 2 payment would have been made or liability would have been admitted for payment but for the operation of a proviso in such insurance excluding liability for claims below a specified amount.

### Automatic Reinstatement

In the absence of written notice by the Insured or the Insurer to the contrary, in consideration of Sums Insured or limits of liability not being reduced by the amount of any claim, the Insured will pay the appropriate additional premium on the amount of the claim from the date of any Event to expiry of the Period of Insurance, but this shall not apply in respect of theft or attempted theft.

#### Gross Profit Items

The Insurer will pay the Insured as indemnity in consequence of Business Interruption for loss of Gross Profit due to

- 1 Reduction in Turnover
- 2 Increase in Cost of Working.

Reduction in Turnover means 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.

The Insurer will not pay the Insured for

- a Increase in Cost of Working exceeding the sum produced by applying the Rate of Gross Profit to the amount of reduction in Turnover thereby avoided
- b any amounts saved during the Indemnity Period in respect of any of the charges and expenses of the Business payable out of Gross Profit that may cease or be reduced.

In calculating the amounts the Insurer will pay the Insured as indemnity, adjustments shall be made in accordance with the following clauses.

#### 1 This clause is left intentionally blank

#### 2 Alternative Premises

If during the Indemnity Period goods are sold or services are rendered elsewhere than at the Premises for the benefit of the Business, either by the Insured or by others on behalf of the Insured, the money paid or payable for such sales or services shall be taken into account in arriving at the Turnover during the Indemnity Period.

## Section 8 – Business Interruption (continued)

### 3 Uninsured Working Expenses

If any working expenses of the Business are excluded by this Section (having been deducted in arriving at Gross Profit), then in calculating the amount recoverable under this Section as Increase in Cost of Working, only that proportion of any such additional expenditure shall be taken into account that Gross Profit bears to the sum of Gross Profit and the Uninsured Working Expenses.

### 4 Salvage Sale

If following an Event giving rise to a claim under this Section the Insured shall hold a salvage sale during the Indemnity Period, the Basis of Settlement of the Insurance for any item of Gross Profit shall for the purpose of such claims be amended as follows:

- a 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 relating to the period of the salvage sale) shall in consequence of the Event fall short of the Standard Turnover, from which sum shall be deducted the Gross Profit actually earned during the period of the salvage sale.

### 5 Lottery Winners

In the event an Employee or group of Employees resigns from his/her or their post(s) within the Business as a direct consequence of their securing a win in a Lottery cover extends to include the additional costs and/or expenses the Insured incurs, including but not limited to

- a recruitment and additional overtime costs
- b the cost of employing temporary staff for amounts in excess of permanent full time rates of payment.

Provided that

- i the Employee or group of Employees resigns within 14 days from the date of the successful Lottery win, and
- ii the amount won by any one Employee is not less than £100,000

- iii the Insurer's liability shall not exceed £25,000

For the purposes of this clause the following definitions apply

#### Indemnity Period

The period during which the Business results are affected due to an Employee or group of Employees resigning from his/her or their post(s) within the Business as a direct consequence of their securing a win in a Lottery, starting from the date of the first resignation and ending no later than the Maximum Indemnity Period.

#### Maximum Indemnity Period

One month.

#### Lottery

- UK National Lottery Prize Draws including Scratchcards
- UK National Football Pools
- Euro Millions Lottery
- Irish National Lottery
- UK Premium Bond Prize Draws.

### 6 Essential Personnel

Cover extends to include additional expenditure necessarily and reasonably incurred by the Insured during the Indemnity Period as a consequence of the death or permanent disablement of any principal, director or partner of the Insured by accidental and external means preventing the carrying out of their usual employment or occupation for the sole purpose of avoiding or diminishing any interruption of or interference with the Business carried on by the Insured at the Premises which but for that expenditure would have taken place during the Indemnity Period, provided that

- i the Maximum Indemnity Period in respect of this clause shall not exceed 12 months
- ii the Insurer shall not be liable for more than £10,000 in respect of any one claim.

## Section 8 – Business Interruption (continued)

### Revenue Items

The Insurer will pay the Insured as indemnity in consequence of Business Interruption for

- a loss of Revenue
- b Increase in Cost of Working.

Loss of Revenue means the amount by which the Revenue during the Indemnity Period falls short of the Standard Revenue.

The Insurer will not pay the Insured for

- i Increase in Cost of Working exceeding the amount of reduction in Revenue thereby avoided
- ii any amounts saved during the Indemnity Period in respect of any of the charges and expenses of the Business payable out of Revenue that may cease or be reduced.

In calculating the amounts the Insurer will pay the Insured as indemnity, adjustments shall be made in accordance with the following clauses.

#### 1 This clause is left intentionally blank

#### 2 Alternative Premises

If during the Indemnity Period services are rendered elsewhere than at the Premises for the benefit of the Business, either by the Insured or by others on behalf of the Insured, the money paid or payable for such services shall be taken into account in arriving at the Revenue during the Indemnity Period.

#### 3 Lottery Winners

In the event an Employee or group of Employees resigns from his/her or their post(s) within the Business as a direct consequence of their securing a win in a Lottery cover extends to include the additional costs and/or expenses the Insured incurs, including but not limited to

- a recruitment and additional overtime costs
- b the cost of employing temporary staff for amounts in excess of permanent full times rates of payment

Provided that

- i the Employee or group of Employees resigns within 14 days from the date of the successful Lottery win, and
- ii the amount won by any one Employee is not less than £100,000
- iii the Insurer's liability shall not exceed £25,000

For the purposes of this clause the following definitions apply

#### Indemnity Period

The period during which the Business results are affected due to an Employee or group of Employees resigning from his/her or their post(s) within the Business as a direct consequence of their securing a win in a Lottery, starting from the date of the first resignation and ending no later than the Maximum Indemnity Period.

#### Lottery

- UK National Lottery Prize Draws including Scratchcards
- UK National Football Pools
- Euro Millions Lottery
- Irish National Lottery
- UK Premium Bond Prize Draws.

#### Maximum Indemnity Period

One month

#### 4 Essential Personnel

Cover extends to include additional expenditure necessarily and reasonably incurred by the Insured during the Indemnity Period as a consequence of the death or permanent disablement of any principal, director or partner of the Insured by accidental and external means preventing the carrying out of their usual employment or occupation for the sole purpose of avoiding or diminishing any interruption of or interference with the Business carried on by the Insured at the Premises which but for that expenditure would have taken place during the Indemnity Period, provided that

## Section 8 – Business Interruption (continued)

- i the Maximum Indemnity Period in respect of this clause shall not exceed 12 months
- ii the Insurer shall not be liable for more than £10,000 in respect of any one claim.

### Increased Cost of Working Only Items

**The Insurer will pay the Insured as indemnity in consequence of Business Interruption for Increased Cost of Working.**

Increased Cost of Working means the additional expenditure necessarily and reasonably incurred in order to minimise any interruption or interference with the Business during the Indemnity Period.

In calculating the most the Insurer will pay the Insured, adjustments will be made in accordance with the following clauses.

#### 1 Accountants' Charges

If the professional accountants of the Insured produce any particulars or details required by the Insurer from the Insured's books of account or other business books or documents, or any other proofs, information or evidence under Condition 2 of this Section, the Insurer will pay the Insured the reasonable charges payable by the Insured to their professional accountants, provided that the sum of such reasonable charges and any other amount payable under this Section shall not exceed the liability of the Insurer under this Section.

#### 2 Value Added Tax

All terms in this Section shall be exclusive of value added tax to the extent that the Insured are accountable to the tax authorities for such tax.

#### 3 Current Cost Accounting

For the purposes of this Section, any adjustment implemented in current cost accounting shall be disregarded.

#### 4 Payments on Account

The Insurer will make payments on account during the Indemnity Period, if the Insured so request, subject to any necessary adjustment at the end of the Indemnity Period.

#### All Items

The following clauses apply

#### 1 Departmental Trading (not applicable to Increased Cost of Working Only)

If the Business is conducted in departments, the independent trading results of which can be ascertained, the Basis of Settlement for Gross Profit or Revenue shall apply separately to each department affected.

#### 2 Trends and Variations (not applicable to Increased Cost of Working Only)

Adjustments shall be made to the figures representing the Rate of Gross Profit, Annual Turnover, Standard Turnover, Annual Revenue and Standard Revenue that 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 Event, and which would have affected the Business had the Event not occurred, so that the adjusted figures represent as near as reasonably practicable results which but for the Event would have been obtained during the relative period after the Event.

#### 3 Accountants' Charges

If the professional accountants of the Insured produce any particulars or details required by the Insurer from the Insured's books of account or other business books or documents, or any other proofs, information or evidence under Condition 2 of this Section, the Insurer will pay the Insured the reasonable charges payable by the Insured to their professional accountants, provided that the sum of such reasonable charges and any other amount payable under this Section shall not exceed the liability of the Insurer under this Section.

## Section 8 – Business Interruption (continued)

### 4 Value Added Tax

All terms in this Section shall be exclusive of value added tax to the extent that the Insured are accountable to the tax authorities for such tax.

### 5 Current Cost Accounting

For the purposes of this Section, any adjustment implemented in current cost accounting shall be disregarded.

### 6 Payments on Account

The Insurer will make payments on account during the Indemnity Period, if the Insured so request, subject to any necessary adjustment at the end of the Indemnity Period.

### 7 Additional Increase in Cost of Working (not applicable to Increased Cost of Working Only)

Cover extends to include additional expenditure beyond that the Insurer will pay as indemnity in respect of Increase in Cost of Working under Basis of Settlement, necessarily and reasonably incurred in consequence of Business Interruption for the purpose of avoiding or diminishing the reduction in Turnover or loss of Revenue during the Indemnity Period.

The most the Insurer will pay for any one claim is £25,000.

## Extensions

**(Subject to the terms, limits, conditions and exclusions of this Section and the Policy)**

Any claim resulting from interruption 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 within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands shall be understood to be loss as insured by this Section, provided that after the application of all other terms, conditions and provisions of this Section and as shown below the liability of the Insurer for any

one claim shall not exceed the Total Sum Insured, or the percentage of the Total Sum Insured, or the amount shown against any of the Situations or any of the Property or any Contingency as the Limit, whichever is less.

## Situations

### 1 Suppliers (not applicable to any Revenue or Increased Cost of Working Only item)

The premises of any of the Insured's suppliers, manufacturers or processors of components, goods or materials, but excluding the premises of any separately specified supplier or of any supply undertaking from which the Insured obtain electricity, gas, water or telecommunications services subject to a limit of 10% of the Gross Profit Sum Insured or £100,000, whichever is less.

### 2 Customers (not applicable to any Revenue or or Increased Cost of Working Only item)

The premises of any of the Insured's customers but excluding the premises of any separately specified customer subject to a limit of 10% of the Gross Profit Sum Insured or £100,000, whichever is less.

### 3 Contract Sites (not applicable to any Revenue or or Increased Cost of Working Only item)

Any situation not in the occupation of the Insured where the Insured are carrying out a contract subject to a limit of 10% of the Gross Profit Sum Insured or £50,000 whichever is less.

### 4 Exhibition Sites (not applicable to any Increased Cost of Working Only item)

Any exhibition site where the Insured are exhibiting goods or services, excluding any such site under canvas or in the open subject to a limit of 10% of the Sum Insured or £50,000, whichever is less.

## Section 8 – Business Interruption (continued)

### Property

#### 1 Property Stored (not applicable to any Increased Cost of Working Only item)

Property of the Insured whilst stored elsewhere than at the Premises occupied by the Insured subject to a limit of 10% of the Gross Profit Sum Insured or 10% of the Revenue Sum Insured or £50,000, whichever is less.

#### 2 Supply Undertakings

Property at any

- a generating station or sub-station of the electricity supply undertaking
- b land based premises of the gas supply undertaking or of any natural gas producer linked directly therewith
- c waterworks or pumping station of the water supply undertaking
- d land based premises of the telecommunications undertaking

from which the Insured obtain electricity, gas, water or telecommunications services subject to a limit of 10% of the Gross Profit Sum Insured or 10% of the Revenue Sum Insured or £50,000, whichever is less. Where Increased Cost of Working Only has been selected cover, this is limited to the Sum Insured only.

#### 3 Denial of Access

Property in the immediate vicinity of the Premises which prevents or hinders the use of or access to the Premises, whether the Premises or property in the Premises is Damaged or not subject to a limit of 10% of the Gross Profit Sum Insured or 10% of the Revenue Sum Insured or £50,000, whichever is less. Where Increased Cost of Working only has been selected, this is limited to the Sum Insured only.

#### 4 Transit (not applicable to any Increased Cost of Working Only item)

Property of the Insured whilst in transit by road, rail or inland waterway subject to a limit of 10% of the Gross Profit Sum Insured or 10% of the Revenue Sum Insured or £10,000, whichever is less.

#### 5 Moulds, Tools and Dies (not applicable to any Increased Cost of Working Only item)

Moulds, tools and dies belonging to the Insured or for which the Insured are responsible whilst at the Premises or at any premises not in the occupation of the Insured or in transit by road, rail or inland waterway subject to a limit of £25,000.

### Contingencies

#### 1 Failure of Supply

Accidental failure of supply of

- i electricity at the terminal ends of the service provider's feeders at the Premises subject to a limit of £25,000
- ii gas at the service provider's meters at the Premises subject to a limit of £25,000
- iii water at the service provider's main stop cock serving the Premises subject to a limit of £25,000
- iv land based telecommunications services (excluding intranet or extranet services) at the incoming line terminals or receivers at the Premises subject to a limit of £25,000
- v other telecommunications services (including intranet or extranet services) at the incoming line terminals or receivers at the Premises subject to a limit of £25,000

Provided that

- a in respect of the supply of land based and other telecommunications services the Maximum Indemnity Period shall not exceed 3 months
- b the Insurer shall not be liable for any Business Interruption
  - i which does not involve a cessation of supply for at least 4 consecutive hours in respect of the supply of electricity, gas or water services and for at least 12 consecutive hours in respect of the supply of land based and other telecommunications services

## Section 8 – Business Interruption (continued)

- ii resulting from the deliberate act of any supply undertaking or by the exercise by any such undertaking of its power to withhold or restrict supply or services not performed for the sole purpose of safeguarding life or protecting the supply undertaking's system
- iii resulting from failure caused by
  - strikes or any labour or trade dispute
  - drought
  - other atmospheric or weather conditions, but this shall not exclude failure due to damage caused by such conditions
- iv caused by or arising from or attributable to the failure of any overhead transmission and distributing lines and their supporting structures, other than those within 1 mile of the Premises
- v resulting from the failure of telecommunications services via satellite
  - due to the failure of any satellite prior to its attaining its full operating function or whilst in or beyond the final year of its design life
  - in the event of temporary interference with transmissions to and from satellites due to atmospheric weather, solar or lunar conditions
  - resulting from the transfer of the Insured's satellite facility to another party
- vi as insured under the Supply Undertakings Extension.

- a the Business is wound up or carried on by a liquidator or receiver or permanently discontinued
- b the interest of the Insured ceases other than by death

### 2 Additional Claims Conditions

In the event of any Event in consequence of which the Insured make or may make a claim under this Section, the Insured shall at their own expense deliver to the Insurer

- a within 28 days of its happening, full details of Business Interruption caused by riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons or theft
- b not later than 30 days after expiry of the Indemnity Period, or such further time that the Insurer may allow, full information in writing of the particulars of the claim, together with details of all other policies covering property used by the Insured at the Premises for the purpose of the Business or any part of the Business, and the amount of any resulting Business Interruption
- c such books of account and other business books, vouchers, invoices, balance sheets and other documents, proofs, information, explanation and other evidence that the Insurer may reasonably require for the purpose of investigating or verifying the claim, together with, if required, a statutory declaration of the truth of the claim and of any matters connected with it.

### Section Exclusions

The Policy Exclusions apply to this Section

### Section Conditions

The Policy Conditions apply to this Section and in addition:

#### 1 Alteration

Unless the Insurer agrees in writing, cover under this Section shall automatically cease during the Period of Insurance

Particulars or details contained in the Insured's books of account or other business books or documents, which may be required by the Insurer for the purpose of investigating or verifying any claim under this Section, may be produced by professional accountants if at the time they are regularly acting for the Insured. Their report shall be prima facie evidence of the particulars and details to which such report relates.

The Insurer will not pay for any claim unless the terms of this condition have been complied with, and any payment on account already made shall be repaid to the Insurer.

## Section 9 – Terrorism

### Definitions

#### Act of Terrorism

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.

#### Computer System

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

#### Consequential Loss

Loss resulting from interruption of or interference with the Business carried on by the Insured at the Premises in consequence of loss or destruction of or damage to property used by the Insured at the Premises for the purpose of the Business.

#### Damage

Loss or destruction of or damage to Property Insured.

#### 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 network addresses, the exploitation of system or network weaknesses, the generation of excess or non-genuine traffic between and amongst networks and the procurement of such actions or instructions by other Computer Systems.

#### Event

All individual losses arising in respect of a continuous period of 72 hours of which the proximate cause is the same Act of Terrorism. The date and time that any such period of 72 hours shall commence shall be set by the Insurer.

#### General Cover Policy

a This Policy

or

b where the Cover by this Policy is limited to the Terrorism Insurance Section only, the policy or policies specified in the Terrorism Section of the Schedule to this Policy.

#### Hacking

Unauthorised access to any Computer System, whether the property of the Insured or not.

#### Nuclear Installation

Any installation of such class or description as may be prescribed by regulations made by the relevant Secretary of State from time to time by statutory instrument, being an installation designed for or adapted for:

- 1 the production or use of atomic energy or
- 2 the 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 radiations or
- 3 the storage, processing or disposal of nuclear fuel or of bulk quantities of other radioactive matter, being matter which has been produced or irradiated in the course of 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.

## Section 9 – Terrorism (continued)

### Phishing

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

### Property/Property Insured

Property as detailed in the Schedule to any General Cover Policy but excluding:

- 1 property insured under a:
  - a Marine, Aviation or Transit policy
  - b Motor Insurance policy (other than Motor Trade policy)
  - c Road Risks Section of a Motor Trade policy
  - d reinsurance policy or agreement
  - e Bankers Blanket Bond

whether such policy or agreement includes cover for an Act of Terrorism or not

- 2 any land or building which is insured in the name of an individual and is occupied as a private residence or any part thereof which is so occupied, unless the building is used for both commercial and residential purposes and:
  - a both commercial and residential portions are insured under the same policy, and
  - b the square footage of the commercially occupied portion of the building exceeds 20% of the total square footage of the building

**Note.** Trustees that hold blocks of flats and/or private dwelling houses under a trust or a person who owns blocks of flats and/or private dwelling houses in the business of a sole trader are not deemed to be Individuals, except where the property is a private dwelling house or a self-contained unit insured as part of a block of units and is occupied as a private residence by any of the trustees or any beneficiary of the trust or by the sole trader, it will be deemed to be insured in the name of an individual.

- 3 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 such Nuclear Installation or Nuclear Reactor.

### Territorial Limits

England and Wales and Scotland but not the territorial seas adjacent thereto as defined by the Territorial Seas Act 1987.

**Note 1.** This shall include the Channel Tunnel up to the frontier with the Republic of France, as set out by the Treaty of Canterbury.

**Note 2.** For the avoidance of doubt, this excludes Northern Ireland, the Isle of Man and the Channel Islands.

### Virus or Similar Mechanism

Program code, programming instruction or any set of instructions constructed with the purpose and ability, or purposely used, to damage, interfere with, adversely affect, infiltrate or monitor computer programs, Computer Systems, Data or operations, whether involving self-replication or not. The definition of Virus or Similar Mechanism includes but is not limited to trojan horses, worms and logic bombs and the exploitation of bugs or vulnerabilities in a computer program to damage, interfere with, adversely affect, infiltrate or monitor as above.

## Cover

### The Insurer will pay the Insured for:

- a Damage, or
- b Consequential Loss

occasioned by or happening through or in consequence of an Act of Terrorism within the Territorial Limits.

Provided always that the insurance by this Section:

- a is not subject to the Policy Exclusions of the General Cover Policy

## Section 9 – Terrorism (continued)

- b** is subject otherwise to all the terms and conditions of the General Cover Policy except where expressly varied within this Section
- c** is subject to a maximum Period of Insurance of 12 months from the Effective Date or any subsequent Renewal Date of this Policy

Any subsequent period of cover of 12 months, or part thereof, provided by this Section is deemed to constitute a separate Period of Insurance, provided that

- i** no subsequent Period of Insurance by this Section shall extend beyond the next Renewal Date of this Policy
  - ii** the renewal premium due in respect of this Section has been received by the Insurer
- d** is not subject to any Long Term Undertaking applying to the General Cover Policy
  - e** is not subject to any terms in the General Cover Policy which provide for adjustments of premium.

### Basis of Settlement

As described in and subject to the terms, definitions, provisions, exclusions and conditions of any General Cover Policy in respect of Damage or Consequential Loss.

The most the Insurer will pay for any one Event is:

- a** the Total Sum Insured, or
- b** for each item its individual Sum Insured, or
- c** any other limit of liability

in the General Cover Policy, whichever is the less, except where the liability of the Insurer exceeds the Total Sum Insured, or for each item its individual Sum Insured, or any other limit of liability in the General Cover Policy, where such excess is solely in respect of any Cover Extension as provided for in the General Cover Policy.

## Section Exclusions

### The Insurer will not pay for

#### 1 Digital and Cyber Risk Exclusion

any losses whatsoever directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from:

- a** damage to or the destruction of any Computer System or
- b** any alteration, modification, distortion, erasure or corruption of Data,

in each case whether the property of the Insured or not, where such loss is directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from Virus or Similar Mechanism or Hacking or Phishing or Denial of Service Attack.

Provided that this Exclusion 1. will not apply to Damage or Consequential Loss solely to the extent that such Damage or Consequential Loss:

- i** results directly (or, solely as regards **ii**, **c** 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:
  - a** the cost of reinstatement, replacement or repair in respect of damage to or destruction of Property insured by the Insured; or

## Section 9 – Terrorism (continued)

- b** the amount of business interruption loss suffered directly by the Insured itself 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 by the Insured or as a direct result of denial, prevention or hindrance of access to or use of the Property insured by the Insured by reason of an Act of Terrorism causing damage to other Property within one mile of the Property insured by the Insured to which access is affected; or
  - c** 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 the Insured to avoid or diminish such loss; and
  - iii** is not proximately caused by an Act of 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 defacto government of any nation, country or state.
  - iv** The meaning of Property for the purposes of this proviso shall (additionally to those exclusions in the definition of Property) exclude:
    - a** any money (including Money as defined elsewhere in the General Cover Policy), 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.
  - 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** 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.
  - vi** For the avoidance of doubt, the burden of proof shall be on the Insured to prove or establish all the matters referred to in sub-paragraphs **i** to **ii** above.
- 2 Riot, Civil Commotion and War**  
any losses whatsoever 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.
- 3 Territorial Limits**  
any losses whatsoever arising directly or indirectly from any cover or extension of Premises provided by the General Cover Policy to locations outside the Territorial Limits

## Section 9 – Terrorism (continued)

### 4 Private Residences

any loss whatsoever or any expenditure resulting or arising therefrom or any Consequential Loss directly or indirectly relating to a private residence property when insured in the name of a private individual caused by or contributed to by or arising from:

- a the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
- b ionising radiation or contamination by radioactivity or from the combustion of any radioactive material;
- c chemical and/or biological and/or radiological irritants contaminants or pollutants.

## Section Conditions

### 1 Burden of Proof

In any action suit or other proceedings where the Insurer alleges that any damage or loss resulting from damage is not covered by the Terrorism Section, the burden of proving that such damage or loss is covered shall be upon the Insured.

# Additional Benefits

## 24 Hour Lawphone legal advice helpline

Lawphone provides advice on any commercial legal matter 24 hours a day, 365 days a year. There is no additional charge for the advice provided by Lawphone. The advice the Insured receives from Lawphone will be in accordance with the laws of Great Britain and Northern Ireland. Lawphone does not provide advice on the laws of any other country or jurisdiction. The Insurer will record the calls for the Insured and Insurer's mutual protection and the Insurer's training purposes.

Lawphone: **0344 873 0845**

When the Insured contacts Lawphone the Insured should quote the Master Policy reference contained within the Policy Schedule and provide a brief summary of the problem. The details will be passed to an advisor who will return the Insured's call.

All areas of law relevant to the Business of the Insured are covered. This advice is available to the Insured during the Period of Insurance of the Policy, although no liability can be accepted for inability to provide advice due to breakdown or failure of the telephone network.

If Lawphone advises that specialist in-depth advice is required the Insured will be passed on to a specialist solicitor to deal with the problem. There may be an additional charge for any work the solicitor is instructed to undertake by the Insured and this additional charge will not be covered by this Policy.

Lawphone is provided by Allianz Legal Protection, part of Allianz Insurance plc.

## Tax advice helpline

This helpline provides advice on any business tax matter affecting the Insured and is available between the hours of 9.00am and 5.00pm, Monday to Friday (excluding Public Holidays). There is no additional charge for the advice provided by this helpline. Advice provided by the helpline will be in accordance with the taxation laws of Great Britain and Northern Ireland. The Tax Advice Helpline cannot provide advice on the laws of any other country or jurisdiction.

Please note that this is a telephone service, which is intended for general enquiries. It does not provide advice on any matter relating to tax planning and does not engage in documentation review or enter into any written correspondence with the Insured, except where the advisor considers it appropriate to forward details of written procedures to the Insured by email. Advice and guidance will be in accordance with the advisor's understanding of the circumstances as described by the Insured.

This service should not be used as a substitute for a formal consultation with the Insured's accountant or other tax advisor, who can review the Insured's particular circumstances in more depth than is intended by this service.

When contacting the Tax Advice Helpline, the Insured should quote the Master Policy reference contained within the Policy Schedule.

Tax Helpline: **0344 873 0244**

The Insured can contact the helpline as often as required during the term of the Policy.

This helpline is provided by Abbey Tax Protection a trading division of Abbey Tax and Consultancy Services Ltd of One Mitchell Court, Castle Mound Way, Rugby CV23 0UY.

Since this service is not provided by the Insurer, the Insurer shall not be liable to the Insured or any Insured Person for any advice given or services rendered by the provider of the Tax Advice Helpline or for any losses incurred in the event that the telephone helpline is not available for any reason.

## Allianz Legal Online

As part of the Commercial Legal Expenses facility the Insured has access to extensive online business support via Allianz Legal Online.

## Additional Benefits (continued)

This facility provides tools and services that will help the Insured to produce legal paperwork in connection with the Insured's Business, for example, bespoke contracts of employment. In addition it provides the Insured with up to date online guidance and advice on many legal issues, such as, employment legal procedures, managing the Insured's Business and debt recovery. The legal paperwork and guidance will always be in accordance with the laws of Great Britain and Northern Ireland.

The Insured can access Allianz Legal Online at: [allianzlegal.co.uk](http://allianzlegal.co.uk).

A registration number is required to enter the web site and this is shown within the Commercial Legal Expenses details on the Policy Schedule. If the Insured has any problems relating to Allianz Legal Online please contact the Allianz Legal Online customer services team on **0345 644 8966** or e-mail them at [support@allianzlegal.co.uk](mailto:support@allianzlegal.co.uk).

If the Insured requires a solicitor review of the document or specialist in-depth advice the Insured will be passed on to a specialist solicitor. There may be an additional charge for any work the solicitor is instructed to undertake by the Insured.

Allianz Legal Online is provided by Epoq Legal Ltd of Middlesex House, 29-45 High Street, Edgware, Middlesex HA8 7UU.

Since the documents, tools and services offered through Allianz Legal Online are not provided by the Insurer, the Insured shall not be liable to the Insurer or any Insured Person for any deficiency in any of the documents, tools and services offered.

### Glass replacement

Broken glass is dangerous and in some circumstances can be a major security risk. Allianz have negotiated a special arrangement for you with one of Britain's leading glass replacement specialists. In an event of emergency or if your property is insecure please phone our Claims Team on **0344 412 9988**.

### Help on starting and running a business

Running a business means facing a constant stream of challenges and opportunities often with limited resources. Whether you're looking for help with management techniques, finance, export skills, design, technology, marketing or information technology, one phone call will put you in touch with a highly experienced team of experts with hands-on experience.

To contact your regional Business Support Helpline, telephone:

#### England:

Business Support Helpline  
Telephone: **0300 456 3565**  
Textphone: **0208 742 8620**  
**Monday to Friday, 9am to 6pm.**

#### Wales:

Business Wales Helpline  
Telephone: **0300 060 3000**  
**Monday to Friday, 8am to 6pm.**

#### Scotland:

Business Gateway (Scotland)  
Telephone: **0845 609 6611**  
Textphone: **0141 952 7053**  
**Monday to Friday, 8am to 6pm.**

Support and advice can also be obtained through the GOV.UK website at [gov.uk/business-support-helpline](http://gov.uk/business-support-helpline).

# Additional Benefits (continued)

## Allianz Risk Management

Additional risk management guidance and support can be accessed via [allianz.co.uk/risk-management](https://allianz.co.uk/risk-management), our free, online risk management website which offers an array of information including:

- comprehensive guidance for key and trade sector specific topics, including an overview of criteria to consider and actions to take when assessing and managing risk
- a business impact analysis tool, to assist you in a better understanding of where your business may be vulnerable to disruption and the mitigation measures that can be adopted
- access to a range of discounted online training packages to help you in the management and control of hazards and risks in your workplace
- news keeping you up-to-date with the latest developments in business risk
- A-Z of key UK legislation providing an outline of its purpose, who's responsible for compliance and what needs to be done
- a network of quality approved suppliers providing a range of discounted products and services.

# Privacy Notice:

## How we use personal information

### Introduction

This notice explains how we collect, use and store personal information. Your privacy and personal information are important to us and we are committed to keeping it protected. We've tried to make this notice as clear and transparent as possible, so you are confident about how we use your information. As data controller, we are responsible for decisions about how your information will be processed and managed. You will also find details below regarding your rights under data protection laws and how to contact us.

### 1 Who we are and whose personal information we collect

When we refer to "we", "us" and "our" in this notice it means Allianz Insurance plc, Allianz Engineering Inspection Services Limited, Petplan Ltd and VetEnvoy. When we say "you" and "your" and "individuals" in this notice, we mean anyone whose personal information we may collect, including:

- anyone seeking an insurance quote from us or whose details are provided during the quotation process
- policyholders and anyone named on or covered by the policy
- anyone who may benefit from or be directly involved in the policy or a claim, including claimants and witnesses
- anyone who has a business relationship or transacts business with us or provides us with a service, such as brokers, intermediaries and animal breeders.

### 2 How we use personal information

We use personal information in the following ways:

- to provide quotes, administer policies and policyholder claims and carry out engineering inspections to fulfil our contract
- to administer third party claims, deal with complaints and prevent financial crime to meet our legal obligations
- to manage our business, conduct market research and manage our relationships with business partners to meet the legitimate needs of our business
- to send marketing information about our products and services if we have received your specific consent.

There is no obligation to provide us with personal information, but we cannot provide our products and services without it.

**Anyone whose personal information we hold has the right to object to us using it.**

**They can do this at any time by telling us and we will consider the request and either stop using their personal information or explain why we are not able to. Further details can be found below.**

### 3 Marketing

We use an individual's personal information to market products and services to them.

Our marketing activities may include:

- providing information about products and services by telephone, post, email and SMS; we will either do this ourselves or use third party partners to do it for us
- working with selected partners to display relevant online advertisements, and to our other customers, on third party websites and social media platforms. To do this, we may provide our partners with an individual's personal information in an encrypted format, which they use only to identify the appropriate audiences for our advertisements. We ensure that our partners delete this information once the advertisement audiences have been identified, and do not use the information for their own purposes.

If you do not wish to receive marketing information about our products and services you can tell us at any time by using the contact details found in Section 10: Know your Rights.

### 4 Automated decision making, including profiling

We may use automated decision making, including profiling, to assess insurance risks, detect fraud, and administer your policy. This helps us decide whether to offer insurance, determine prices and validate claims.

Anyone subject to an automated decision has the right to object to it. To do so please contact us using the details in Section 10: Know Your Rights and we will review the decision.

# Privacy Notice:

## How we use personal information (continued)

### 5 The personal information we collect

The information we collect will depend on our relationship with you. We collect the following types of personal information so we can complete the activities in Section 2: How we use personal information:

- basic personal details such as name, age, contact details and gender
- family, lifestyle and social circumstances, such as marital status, dependants and employment type
- financial details such as direct debit or payment card information
- photographs and/or video, including surveillance to help us manage policies and assess claims
- tracking and location information if it is relevant to the insurance policy or claim
- identification checks and background insurance risk details including previous claims information
- information relating to the use of our websites via the use of cookies
- accessibility details if we need to make reasonable adjustments to help
- business activities such as goods and services offered.

In certain circumstances, we may request and/or receive special category or sensitive information about you. We would only collect this information if it is relevant to the insurance policy or claim or where it is necessary for a legal obligation:

- your current or former physical or mental health
- criminal offences, including alleged offences, criminal proceedings, outcomes and sentences (previous criminal convictions, bankruptcies and other financial sanctions such as County Court Judgements).

### 6 Where we collect personal information

We collect personal information direct from individuals, their representatives or from information they have made public, for example, on social media.

We also collect personal information from other persons or organisations, for example:

- credit reference and/or fraud prevention agencies
- emergency services, law enforcement agencies, medical and legal practices
- veterinary practices, animal charities and breeders
- insurance industry registers and databases used to detect and prevent insurance fraud, for example, the Motor Insurance Database (MID), the Motor Insurers Anti-Fraud and Theft Register (MIAFTR) and the Claims and Underwriting Exchange (CUE)
- insurance investigators and claims service providers
- other insurers or service providers who underwrite the insurance or provide the services for our products
- other involved parties, for example, claimants or witnesses.

We also collect information from your computer in the form of cookies. Please refer to our Cookie Policy for more details – [allianz.co.uk/cookie-policy.html](https://allianz.co.uk/cookie-policy.html).

# Privacy Notice:

## How we use personal information (continued)

### 7 Sharing personal information

We only share your information when necessary for the purposes stated in Section 2: How we use personal information.

We may share personal information with:

- other companies within the global Allianz Group [allianz.com](https://www.allianz.com)
- credit reference, fraud prevention and other agencies that carry out certain activities on our behalf, for example, the Motor Insurance Database (MID), the Insurance Fraud Bureau (IFB) and marketing agencies if agreed
- our approved suppliers to help deal with claims or manage our benefit services, for example, vehicle repairers, veterinary advisors, legal advisors and loss adjusters
- other partners, local authorities and councils, including the RSPCA, if we suspect or conclude, following investigation, poor breeding practices and animal cruelty
- other insurers, third party underwriters, reinsurers, insurance intermediaries, regulators, law enforcement and the Financial Ombudsman Service (FOS); and other companies that provide services to us or you, for example, the Employers Liability Tracing Office (ELTO) and the Claims and Underwriting Exchange (CUE) and network organisations of which you are a member
- external agencies for market research purposes
- any organisation where you have agreed for them to receive that data as part of the terms and conditions of your membership or affiliation
- prospective buyers in the event that we wish to sell all or part of our business.

### 8 Transferring personal information outside the UK

We use servers located in the European Union (EU) to store personal information where it is protected by laws equivalent to those in the UK. We may transfer personal information to other members of the global Allianz Group to manage the insurance policy or claim; this could be inside or outside the EU. We have Binding Corporate Rules (BCRs) which are our commitment to the same high level of protection for personal information regardless of where it is processed. These rules align with those required by the European Information Protection authorities. For more information about BCRs, please contact our Data Protection Officer.

Some of our suppliers have servers outside the EU. Our contracts with these suppliers require them to provide equivalent levels of protection for personal information.

### 9 How long we keep personal information

We keep information only for as long as we need it to administer the policy, manage our business or as required by law or contract.

# Privacy Notice:

## How we use personal information (continued)

### 10 Know Your Rights

Any individual whose personal information we hold has a number of rights in relation to how that information is processed by us. You have the following rights:

- **The right to object** – individuals can object to us processing their data and we will either agree to stop processing or explain why we are unable to
- **The right of access** – individuals can request a copy of their personal information we hold, subject to certain exemptions (a subject access request)
- **The right of rectification** – individuals can ask us to update or correct their personal information to ensure its accuracy
- **The right to be forgotten** – individuals can ask us to delete their personal information from our records if it is no longer needed for the original purpose
- **The right of restriction** – individuals can ask us to restrict the processing of their personal information in certain circumstances
- **The right to data portability** – individuals can ask for a copy of their personal information, so it can be used for their own purposes
- **The right to withdraw consent** – individuals can ask us, at any time, to stop processing their personal information, if the processing is based only on individual consent
- **The right to make a complaint** – individuals can complain if they feel their personal information has been mishandled. We encourage individuals to come to us in the first instance but they are entitled to complain directly to the Information Commissioner's Office (ICO) [ico.org.uk](http://ico.org.uk).

If you wish to exercise any of these rights you can do so by contacting our Data Rights team:

Phone: **0208 231 3992**  
 Email: **[datarights@allianz.co.uk](mailto:datarights@allianz.co.uk)**

Address: Allianz Insurance Plc, Allianz,  
 57 Ladymead, Guildford, Surrey GU1 1DB

### 11 Allianz (UK) Group Data Protection Officer contact details

Allianz Insurance plc, Allianz Engineering Inspection Services Limited, Petplan Ltd and VetEnvoy are companies within the Allianz Holdings.

Any queries about how we use personal information should be addressed to our Data Protection Officer:

Phone: **0330 102 1837**  
 Email: **[dataprotectionofficer@allianz.co.uk](mailto:dataprotectionofficer@allianz.co.uk)**

Address: Data Protection Officer, Allianz,  
 57 Ladymead, Guildford, Surrey GU1 1DB

### 12 Changes to our Privacy Notice

This Privacy Notice was last updated in September 2020.

Occasionally it may be necessary to make changes to this notice. When that happens we will provide an updated version at the earliest opportunity. The most recent version will always be available on our website [allianz.co.uk](http://allianz.co.uk).

### 13 Allianz Privacy Standards (APS)

The Allianz Privacy Standard provides you with information on the rules governing the international transfer of personal data between Allianz Group companies operating in the European Economic Area (EEA) and Allianz Group companies outside that area. The Allianz Privacy Standard also describes your rights in respect of such transfers, what to do if you want to exercise your rights or complain about such transfers, and how to contact us. The latest Allianz Privacy Standard can be found at [allianz.com/en/privacy-statement.html](http://allianz.com/en/privacy-statement.html).

# Privacy Notice:

## How we use personal information (continued)

### Consent for Special Categories of Personal Data

The global Allianz Group may need to collect and process data relating to **individuals** who may benefit from the policy (“Insured Persons”), which falls within the special categories of personal data under Data Protection Legislation, for example, medical history or convictions of Insured Persons for the purpose of evaluating the risk and/or administering claims which may occur. You must ensure that you have explicit verbal or written consent from the Insured Persons to such information being processed by the global Allianz Group and that this fact is made known to the Insured Persons.

By applying for and/or entering into this insurance policy you will be deemed to specifically consent to the use of the Insured Persons Personal Data in this way and for these purposes and that your directors, officers, partners, and employees have consented to the global Allianz Group using their details in this way.

### Employers Liability Tracing Office

If your policy provides Employers Liability cover information relating to your insurance policy will be provided to the Employers Liability Tracing Office (the “ELTO”) and added to an electronic database, (the “Database”) in a format set out by the Employer’s Liability Insurance: Disclosure by Insurers Instrument 2010.

The Database assists individual consumer claimants who have suffered an employment related injury or disease arising out of their course of employment in the UK whilst working for employers carrying on, or who carried on, business in the UK and as a result are covered by the employers’ liability insurance of their employers, (the “Claimants”):

- i to identify which insurer (or insurers) was (or were) providing employers’ liability cover during the relevant periods of employment; and
- ii to identify the relevant employers’ liability insurance policies.

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

The Database will be managed by the ELTO and further information can be found on the ELTO website [elto.org.uk](http://elto.org.uk).

**Allianz Insurance plc.**

Registered in England number 84638  
Registered office: 57 Ladymead, Guildford,  
Surrey GU1 1DB, United Kingdom.

Allianz Insurance plc is authorised by the  
Prudential Regulation Authority and regulated  
by the Financial Conduct Authority and  
the Prudential Regulation Authority.

Financial Services Register number 121849.