Allianz

Complete Office policy wording

Chartered Insurers

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ALLIANZ.CO.UK

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.

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.

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Introduction

Your Complete Office Policy is made up of several parts which must be read together as they form your contract of insurance with Allianz Insurance plc.

The parts of the Policy which form your contract of insurance are:

- the Statement of Fact
- the Schedule, which confirms the Sections of cover that are insured and includes any additional clauses applied to the Policy;
- 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.

Any section stated to be 'Not Insured' in the Schedule is not covered.

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.

What you must do now

- Please take time to read all parts of the Policy to make sure they meet your needs and that you understand the terms, exclusions and conditions.

If there is anything you do not understand, please let your insurance adviser know.

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.
- 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.

If you wish to change anything please let your insurance adviser know.

Please refer to Policy Condition 5 (Change of Risk).

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, by emailing enquiries@fscs.org.uk or by phoning the FSCS on **0800 678 1100** or **0207 741 4100**.

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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**

Our claims advisors are available 9am to 5pm Monday to Friday, outside of these hours you will be given the option to access our Emergency Assistance Service.

Online:
To notify Allianz of a claim online, or for guidance on what information Allianz will need to make the claim process as quick and as easy as possible, please visit allianz.co.uk/claims.

Post: Allianz Insurance plc
PO Box 5290
Worthing
BN11 9TB

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.

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

Post: The Claims Department
Allianz Legal Protection
Allianz Insurance plc
PO Box 5290
Worthing
BN11 9TB

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, email address and telephone numbers
- ☐ Policy type and policy number
- ☐ Date the loss occurred
- ☐ Location and description of the loss
- ☐ Your VAT status

Injury claims

- ☐ Your contact information, including address, email 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, email 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:

- 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.

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How to Make a Claim continued

When dealing with claims relating to property damage, if it is appropriate, we can arrange to have the damage fixed using the services of a SMART Repairer. SMART stands for 'Small, Medium Area Repair Technology' and is the process of carrying out a repair which looks as good as new without the inconvenience of having the damaged property fully replaced. In some circumstances this type of repair can also be undertaken quicker and they have less of an environmental impact by helping to avoid the disposal of unnecessary waste.

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 which is as a result of your negligence, 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 Business Risk Support allows you to identify and manage the risks that are most pertinent to your business. The range of tools and templates available online make Business Risk Support quick and easy. Allianz Risk Management can be accessed at allianz.co.uk/business-risk-support.

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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 Allianz Complaints Team at:

Allianz Complaints Team
Allianz Insurance plc
PO Box 5291
Worthing
BN11 9TD

Telephone number: **01483 552438**
Email: commercialcomplaints@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
Telephone: **0800 023 4567** or **0300 123 9123**
Email: complaint.info@financial-ombudsman.org.uk

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

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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.

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Policy Definitions

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

Building/Buildings
The buildings at the Premises including:

- fixed glass, fixed sanitaryware and walls, gates and fences in, on or pertaining to the buildings
- telephone, gas, water and electric instruments, meters, piping, cabling and the like and their accessories in, on or pertaining to the buildings including such property in adjoining yards or roadways or underground at the Premises and extending to the public mains
- fuel tanks and their piping, ducting, cables, wires and associated control gears and accessories extending to the public mains
- small outside buildings, annexes, gangways, conveniences and other small structures at the Premises
- roads, car parks, yards, paved areas, hard-surfaced areas, pavements and footpaths at the Premises.

Business
The business description stated in the Schedule.

Damage/Damaged
Loss or destruction of or damage.

Data
Information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form which is (or is capable of being) used, accessed, processed, transmitted or stored by Data Processing Media.

Data Processing Media
Tangible property on which Data can be stored but not the Data itself.

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

Insured
The 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, including communal television and radio receiving aerials, satellite dishes and related fittings on or in residential Premises.

Period of Insurance
The period from the Effective Date to the Renewal Date as shown in the Schedule.

Policy
The document described in the Introduction.

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.

Schedule
The part of this Policy that contains details of the cover provided by this insurance contract, including, but not limited to, the Period of Insurance, the amount of premium payable, the details of the cover provided and any additional clauses applied to the Policy. It also shows the Sections of this Policy that are operative.

Section/Sections
The parts of this Policy that detail the insurance cover provided for each individual section of this Policy.

Sum Insured
The 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.

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Policy Definitions

Total Sum Insured
The total amount payable by the Insurer under any Section.

Unoccupied
Any Building or part of any Building which;

a at the inception of this Policy or on the date which any Premises are added to this Policy during the Period of Insurance, is empty or unfurnished or untenanted or no longer in active use for the purposes of the Business, by the Insured or any tenant of the Insured.

and

b at any other time during the Period of Insurance, is empty or unfurnished or untenanted or no longer in active use for the purposes of the Business, by the Insured or any tenant of the Insured for a period exceeding 30 consecutive days.

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Policy Conditions

Applicable unless stated to the contrary under the Conditions in the Sections.

1 Premium
The premium is to be paid on request.

2 Precautions
The Insured shall keep the Property Insured secure and in a good state of repair, take all reasonable precautions to prevent accidents, injury and Damage, and take all reasonable steps to observe and comply with all statutory or Local Authority laws, obligations and requirements.

3 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 30 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 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 place, in operation and in full wording order whenever the Premises are closed for business or left 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, Aluminium or Plastic Framed Glazed Doors
The Insured must secure these as follows:

- **a** A multi-point lock which conforms to PAS 3621 (including amendments) or a cylinder operated mortise deadlock.
- **b** 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
The Insured must secure these with the door manufacturer's integral locks.

3 Other Single-leaf Doors
The Insured must fit;

- **a** A mortise deadlock to BS 3621 (including amendments) and a boxed steel striking plate at least 160mm long.

or

- **b** a deadlocking rim lock to BS 3621(including amendments).

The Insured must put the lock into the deadlock position when the Premises are closed for business or unattended.

4 Double-leaf Doors
The Insured must;

- **a** secure the final closing section with either:
  - **i** a mortise deadlock to BS 3621 (including amendments) and a boxed steel striking plate at least 160mm long

  or

  - **ii** a deadlocking rim lock to BS 3621(including amendments)

  and secure the first closing section with bolts at least 160mm 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.

Policy Conditions continued

The Insured must put the lock into the deadlock position when the Premises are closed for business or unattended.

or

b fit one section with bolts at the top and bottom of the door which are at least 160mm long, having a minimum throw of 20mm and both parts of the door to be fitted with a padlock and locking bar.

- **i** If the locking bar is on the outside of the door, it must be used with a padlock conforming to CEN Security Grade 5 (including amendments)
- **ii** If the locking bar is internal, it must be used with a padlock conforming to CEN 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.

For either **4 b i** or **4 b ii**, 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.

6 Bi-fold Doors

The Insured must secure;

a the main opening section with a multipoint lock having a minimum of 3 deadbolts and a cylinder operated mortise deadlock.

b floating mullions with shoot bolts which extend into the bottom track and header track by a minimum of 20mm and an inline tracking system.

7 Other Folding Doors

The Insured must secure all folding sections with bolts at least 160mm 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. The last section must be secured with one of the following measures:

a a mortise deadlock to BS 3621 (including amendments) and a boxed steel striking plate at least 160mm long.

or

b a deadlocking rim lock to BS 3621(including amendments).

The Insured must put the lock into the deadlock position when the Premises are closed for business or unattended.

or

c with a locking bar and padlock.

- **i** If the locking bar is on the outside of the door, it must be used with a padlock conforming to CEN Security Grade 5 (including amendments)
- **ii** If the locking bar is internal, it must be used with a padlock conforming to CEN 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.

For either **7 c i** or **7 c ii**, the padlock bar must be secured to the door with coach bolts.

or

d a deadlock with a hook bolt to BS3621 (including amendments). The Insured must put the lock into the deadlock position when the Premises are closed for business or unattended.

8 Sliding Doors

The Insured must fit either:

a a locking bar and padlock.

- **i** If the locking bar is on the outside of the door, it must be used with a padlock conforming to CEN Security Grade 5 (including amendments).
- **ii** If the locking bar is internal, it must be used with a padlock conforming to CEN 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.

For either **8 a i** or **8 a ii**, the padlock bar must be secured to the door with coach bolts.

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Policy Conditions continued

or

b a deadlock with a hook bolt to BS3621 (including amendments). The Insured must put the lock into the deadlock position when the Premises are closed for business or unattended.

9 Wicket Gates

The Insured must fit one of the following measures:

a a mortise deadlock to BS 3621 (including amendments) and a boxed steel striking plate at least 160mm long.

or

b a deadlocking rim lock to BS 3621(including amendments).

The Insured must put the lock into the deadlock position when the Premises are closed for business or unattended.

or

c with a locking bar and padlock.

i If the locking bar is on the outside of the door, it must be used with a padlock conforming to CEN Security Grade 5 (including amendments).

ii If the locking bar is internal, it must be used with a padlock conforming to CEN 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.

For either **9 c i** or **9 c ii**, the padlock bar must be secured to the door with coach bolts.

10 Electrically Operated Roller Shutters

The Insured must fit a key operated isolation switch to the electricity supply to the controls.

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 cover plate secured with a padlock conforming to CEN Security Grade 4 (including amendments). The housing is to be secured when the Premises are closed for business or unattended.

If a key operated isolation switch is not fitted, then one of the following measures must be installed:

a Key operated "pinson" or "bullet" locks into each guide rail fitted as close to the bottom of the door as possible.

b The chain of the door being secured to the wall bracket by an open-shackle padlock conforming to CEN Security Grade 4 (including amendments).

c A bolt fitted to the shutter door internally with the bolt engaging into the guide rail and padlocked into position using a padlock conforming to CEN Security Grade 4 (including amendments).

d A centrally positioned or equally spaced ground anchor(s) secured with an open-shackle padlock(s) conforming to CEN Security Grade 4 (including amendments).

11 Manually Operated Roller Shutters

The Insured must fit one of the following measures:

a Key operated "pinson" or "bullet" locks into each guide rail fitted as close to the bottom of the door as possible.

b The chain of the door being secured to the wall bracket by an open-shackle padlock conforming to CEN Security Grade 4 (including amendments).

c A bolt fitted to the shutter door internally with the bolt engaging into the guide rail and padlocked into position using a padlock conforming to CEN Security Grade 4 (including amendments).

d A centrally positioned or equally spaced ground anchor(s) secured with an open-shackle padlock(s) conforming to CEN Security Grade 4 (including amendments).

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Policy Conditions continued

Windows

The Insured must ensure all external opening windows or roof lights accessible from the ground or via roofs, pipework or other structures must be;

a secured with key operated locking devices.

or

b fitted with solid steel bars either horizontally or vertically. These must be securely fixed to the brickwork or masonry around the window. The bars must pass through tie bars made of flat iron.

or

c screwed permanently shut using non return screws.

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.

Computer Equipment

Unless agreed otherwise in writing the Insurer will require the Insured to fit Computer Equipment with an individual value of £5,000 and above, with either a locked security enclosure device or locked server cabinet.

For the purposes of this Condition, Computer Equipment means computer hardware, servers, laptops, storage devices and desktop PCs (personal computers).

Security Level 2

As specified in Security Level 1 above, except:

Windows

The Insured must ensure all external opening windows or roof lights accessible from the ground or via roofs, pipework or other structures must be secured with:

a Security bar frames made from solid steel bars (not tubes).

- **i** The bars must be at least 19 mm in diameter and not more than 125 mm apart between centres.
- **ii** The bars must pass through (or be welded to) tie bars of flat steel every 600 mm.
- **iii** The tie bars must be at least 6mm thick and 40mm wide.
- **iv** The tie bars must be secured to the wall or roof surrounding the window, fanlight or skylight at a minimum of 4 points by expansion bolts (such as 'Rawlbolts') of at least M8 size which penetrate the masonry or brickwork by at least 60 mm and set back at least 50 mm from the internal or external face of the wall.
- **v** If the bars are fixed externally the heads of the bolts must be welded to the tie bars to prevent them being undone.

or

b Fixed or collapsible security grilles approved to LPS 1175 specification for testing and classifying the burglary resistance of building components, strong points and security enclosures (including amendments).

These must be secured with the security grille manufacturer's integral locks.

or

c Roller shutters (either electrically operated or manually operated) as follows:

- **i** **Electrically Operated Roller Shutters**
  The Insured must fit a key operated isolation switch to the electricity supply to the controls.

  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 cover plate secured with a padlock conforming to CEN Security Grade 4 (including amendments). The housing is to be secured when the Premises are closed for business or unattended.

Policy Conditions continued

If a key operated isolation switch is not fitted, then one of the following measures must be installed:

A Key operated "pinson" or "bullet" locks into each guide rail fitted as close to the bottom of the window as possible.
B The chain to be secured to the wall bracket by an open-shackle padlock conforming to CEN Security Grade 4 (including amendments).
C A centrally positioned or equally spaced ground anchor(s) secured with an open-shackle padlock(s) conforming to CEN Security Grade 4 (including amendments).

ii Manually Operated Roller Shutters
The Insured must fit one of the following measures:

A Key operated "pinson" or "bullet" locks into each guide rail fitted as close to the bottom of the window as possible.

B The chain to be secured to the wall bracket by an open shackle padlock confirming to CEN Security Grade 4 (including amendments).

C A centrally positioned or equally spaced ground anchor(s) secured with an open-shackle padlock(s) conforming to CEN Security Grade 4 (including amendments).

The Insured must contact the Insurer if the bar frames, grilles or roller shutters are not constructed or installed as specified.

Shopfront Windows and Shopfront Doors

Unless agreed otherwise in writing the Insurer will require the Insured to fit roller shutters (either electrically operated or manually operated) as follows:

a Electrically Operated Roller Shutters
The Insured must fit a key operated isolation switch to the electricity supply to the controls.

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 cover plate secured with a padlock conforming to CEN Security Grade 4 (including amendments).

The housing is to be secured when the Premises are closed for business or unattended.

If a key operated isolation switch is not fitted, then one of the following measures must be installed:

i Key operated "pinson" or "bullet" locks into each guide rail fitted as close to the bottom of the window as possible.
ii The chain to be secured to the wall bracket by an open-shackle padlock conforming to CEN Security Grade 4 (including amendments).
iii A centrally positioned or equally spaced ground anchor(s) secured with an open-shackle padlock(s) conforming to CEN Security Grade 4 (including amendments).

b Manually Operated Roller Shutters
The Insured must fit one of the following measures:

i Key operated "pinson" or "bullet" locks into each guide rail fitted as close to the bottom of the window as possible.
ii The chain to be secured to the wall bracket by an open-shackle padlock conforming to CEN Security Grade 4 (including amendments).
iii A centrally positioned or equally spaced ground anchor(s) secured with an open-shackle padlock(s) conforming to CEN Security Grade 4 (including amendments).

Additional Protection for Timber Doors

(except Shopfront Doors as stated in the 'Shopfront Windows and Shopfront Doors' requirement)

The Insured must fit sheet metal protection to the following specification to all outside single and double doors (except Shopfront Doors).

Policy Conditions continued

a Sheet steel, not less than 16 gauge (1.6 mm thick), must be fitted to the outside of the door. If the door opens outwards the steel sheet must overlap the gap between the lock side of the door and the door frame.

The sheet steel must be secured to the door using either;

i 'clutch head' or 'non return' screws of a minimum length of 25 mm and not more than 100 mm apart.

or

ii by fixing the steel sheet to the door with coach bolts not more than 100 mm apart. The heads of the bolts must be on the outside of the door.

b If the door opens outwards, two hinge bolts to the hinged side of the door approximately 375mm from the top and bottom must be fitted.

c In view of the increased weight, it may be necessary to fit an additional hinge to the centre of the door.

4 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 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 are to be removed from the Premises whenever the Premises are left 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

d in the event of notification of:

i any fault in the Intruder Alarm Installation

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.

Policy Conditions continued

For the purposes of this Condition the following definitions apply:

'Intruder Alarm Installation' shall include all the components detailed in the alarm 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 who:

1 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 the Insured or a person authorised by the Insured to be responsible for the security of the Premises.

5 Change of Risk

1 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.

2 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.

3 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.

6 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 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

Policy Conditions continued

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 not pay or offer or agree to pay any money or make any admission of liability without the previous consent of the Insurer

e pass immediately, and unacknowledged, any letter of claim to the Insurer

f carry out and permit to be taken any action which may be reasonably practicable to prevent further Damage or consequential loss

g 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

h 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

i make available at the Insured's expense any documents required by the Insurer with regard to any letter of claim

j not pay or offer or agree to pay any money or make any admission of liability without the previous consent of the Insurer

k 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 co-operate fully with the Insurer 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.

7 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 in respect of the cover 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.

If the Insurer reinstates or replaces any Property the Insurer shall not be bound to do so exactly but only as circumstances permit and in a reasonably sufficient manner and will not expend more than the Sum Insured on that Property.

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

8 Other Insurances

If at the time of Damage any other insurance has been effected by or on behalf of the Insured covering any of the Property Damaged, the Insurer's liability shall be limited to the Insurer's rateable proportion of such Damage.

If such other insurance is subject to any provision which excludes it from ranking concurrently with Section 1 Contents and/or Section 6 Buildings, either in whole or in part, or from contributing rateably, the liability of the Insurer shall be limited to that proportion of the Damage which the Sum Insured bears to the value of the Property.

Policy Conditions continued

9 Cancellation

The 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 adviser 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.

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.

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 adviser 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. The amount of any premium to be refunded under this condition will be reduced by all unpaid premiums or unpaid premium instalments due.

The Insurer's Cancellation Rights

In addition to the Insurers' rights set out elsewhere in the Policy, including but not limited to Condition 15 (Fair Presentation of the Risk) and Condition 10 (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);
- **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 Insured's 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.

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Policy Conditions continued

10 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;

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.

11 Arbitration

If the Insurer accepts that there is a claim under this Policy but there is disagreement in respect of the amount to be paid, the disagreement will be referred to an arbitrator appointed in accordance with current statutory provisions. In these circumstances an arbitrator's award must be made before there is any right of action against the Insurer.

12 The Statement of Fact

The Statement of Fact where applicable for this Policy, made by the Insured, is incorporated herein.

13 Automatic Reinstatement

The Sums Insured by Section 1 Contents and 6 Buildings of this Policy will not be automatically reduced as a result of a claim provided that:

- **a** the total of the amounts so reinstated during any one Period of Insurance shall not exceed the amount of the Sum Insured
- **b** the Insured shall:
  - **i** take immediate steps to effect such additions to or variations in protections as the Insurer may require
  - **ii** pay the appropriate additional premium.

14 This Condition is left intentionally blank

15 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

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Policy Conditions continued

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 clause 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.

16 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.

17 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.

18 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 to:

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:

1 continue cover subject to alteration of the terms and conditions of such cover, or
2 suspend or cancel cover effective:

a from the date cover was incepted or renewed or
b from the expiry of any time period specified by the Insurer for completion/introduction of the required survey risk improvements, or
c for any other period specified by the Insurer.

Policy Conditions continued

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.

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. 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.

19 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.

20 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.

21 Unoccupied Buildings

It is a condition precedent to liability that when any Buildings or portion(s) of any Buildings become(s) Unoccupied:

- **a** the Insured must give immediate notice of such unoccupancy to the Insurer and also when such Unoccupied Buildings or portion(s) of any Buildings thereof are again occupied
- **b** the following action must be implemented by the Insured in respect of any Unoccupied Buildings or portions(s) of any Buildings:
  - **i** the main services are turned off and the water system is drained, except:
    - **A** electricity when needed to maintain any fire or intruder alarm system in operation, or,
    - **B** water supply and heating system where a sprinkler system is in operation
  - **ii** the Buildings or portion(s) of any Buildings are inspected thoroughly internally and externally at least weekly by the Insured or a responsible person appointed by the Insured and a record is maintained of such inspections
  - **iii** any internal or external accumulations of waste, unfixed combustible materials and gas bottles be removed during such inspections

Policy Conditions continued

iv the Buildings or portion(s) of any Buildings thereof shall comply with the security level requirements stated on the Schedule and be secured against unlawful entry by closing all doors and windows and setting all security locking mechanisms, setting any alarm system and setting any other protective device in operation.

c the Insured must notify the Insurer immediately:

i if the Buildings or portion(s) of any Buildings are to be occupied by contractors for renovation, alteration or conversion purposes
ii of any Damage or unauthorised entry to the Buildings or portion(s) of any Buildings whether Damage is covered or not.

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

22 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;
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.

23 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.

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.

24 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.

25 Solar and Photovoltaic Panels Condition

It is a condition precedent to any liability that the following requirements shall be complied with by the Insured in respect of any solar and photovoltaic panel(s) installed at the Premises:

a Solar panels must be securely and mechanically fixed to the structure of the building and should not be held in place by ballast alone.
b Solar panels and any associated equipment must be installed by a suitably qualified and competent electrical contractor.
c Solar panels must not be installed on living roofs, felt on timber roofs or roofs containing combustible panelling.

Policy Conditions continued

d A suitable and sufficient fire and structural risk assessment must be undertaken annually. A record of these assessments must be retained and provided to the Insurer upon request.

e Regular visual inspections must be carried out to ensure panels are clear of debris or waste build up on both the panel surface and surrounding areas. Any debris or waste build up identified must be removed from the panel surface and surrounding areas to prevent hot spot creation and reduce general combustion potential.

f Maintenance and inspections must be undertaken by a competent electrical contractor in accordance with the installer's recommendations. Inspections should include checks relating to any panels, anchoring, switch gear, electrical connections and any battery energy storage system in place. A record of all maintenance and inspections performed must be retained and provided to the Insurer upon request.

26 Waste Condition

The Insured must ensure that:

a all waste is removed from the Building at least once a week.

b all waste stored external to the Building 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 there is no burning of waste at the Premises.

Policy Exclusions

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

This Policy does not cover:

1 Geographical 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.

2 War
Any claim, loss, damage, destruction, death, injury, disablement or liability, cost or expense, or any consequential loss, directly or indirectly caused by, arising out of, attributable to, or contributed to by:

a war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power;

b the discovery, detonation or explosion of Munitions (including both controlled and uncontrolled detonations and explosions), whether or not a state of war is current at the time of discovery, detonation or explosion; or

c any action taken to disarm, diffuse, dispose of, neutralise, make safe, or otherwise remove Munitions, whether or not a state of war is current at the time,

regardless of any other cause or event operating concurrently, independently or in any other sequence to cause the loss, damage or liability.

For the purposes of this Exclusion:

Loss includes, but is not limited to, financial and business interruption loss (including business interruption loss covered under the Extensions to the Business Interruption Section), physical loss, loss of value, marketability or use of property, fines and penalties.

Munitions mean any weapons or munitions from a current or historic war, invasion, act of foreign enemy, hostilities, civil war, rebellion, revolution, insurrection, or military or usurped power, including but not limited to bombs, missiles, torpedoes, mines, ammunition, explosive devices, or any parts thereof, and any unexploded, derelict, abandoned and unused munitions or weapons.

3 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 by or arising from:

a ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
b the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, 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.

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Policy Exclusions continued

Exclusions **a** and **b** do not apply to Section 4 – Liabilities, Event 1 – 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 4 – Liabilities, Event 1 – Employers' Liability.

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

5 Northern Ireland
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.

6 Pollution or Contamination
Loss, destruction or damage directly or indirectly caused by, in any way contributed to by or in any way consisting of pollution or contamination except such Damage to the Property Insured or, if applicable, loss resulting from damage to property used by the Insured at the Premises stated in the Schedule for the purpose of the Business caused by:

a pollution or contamination which itself results from Damage insured by Section 1 - Contents
b Damage insured by Section 1 - Contents which itself results from pollution or contamination.

7 Changes in Water Table Level
Damage attributable solely to changes in the water table level.

8 Heat, Mechanical or Electrical Derangement
Damage to:

a property occasioned by its undergoing any process involving the application of heat
b any electrical machine or apparatus occasioned by its own overrunning, excessive pressure, short circuiting, mechanical breakdown, failure, derangement or self-heating.

9 Destruction of Data
loss resulting from erasure or distortion of information on Data Processing Media or other records:

a whilst mounted in or on any machine or data processing apparatus
b due to the presence of magnetic flux

unless caused by Damage to the machine or apparatus in which the records are mounted.

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Policy Exclusions continued

10 Computer Date Exclusion

Loss, destruction or 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
- **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.

11 Cyber and Data Events

- **a** any Cyber Loss;
- **b** any claim, loss, damage, destruction, cost, expense, or any consequential loss, directly or indirectly caused or contributed to by, arising out of or in connection with, or consisting of any Data Loss; or
- **c** any cost, expense or fee incurred in replacing, reinstating, recovering, restoring or reproducing intangible elements of any Computer System,

regardless of any other cause or event operating or contributing concurrently, independently or in any other sequence to cause the claim, loss or damage.

But, subject to all the terms, conditions, limitations, exclusions and endorsements to this Policy:

- **i** this Exclusion will not apply to Physical Damage to Tangible Property at the Premises during the Period of Insurance by a Non-Cyber Cause which itself results from a Cyber Act or Cyber Incident, together with any business interruption solely and directly resulting from such Physical Damage to Tangible Property, provided always that the Policy will not cover:
  - **a** any loss, costs or expenses comprising or consisting of Data Loss (including where resulting from Physical Damage to Tangible Property) other than as set out in sub-clause **ii** below;
  - **b** any loss, distortion, erasure, corruption or alteration of or inability to access or use any other intangible property or assets or intangible elements of Computer Systems (including where resulting from Physical Damage to Tangible Property) or any business interruption resulting therefrom;

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Policy Exclusions continued

c any business interruption caused or contributed to by any Data Loss which results directly or indirectly from Physical Damage to Tangible Property;

ii should Data Processing Media owned or operated by the Insured suffer physical loss or physical damage by a Non-Cyber Cause which is otherwise insured by this Policy, this exclusion will not apply to the cost of repairing or replacing the damaged Data Processing Media plus the costs of copying Data from back-up or from originals of a previous generation onto the replacement or repaired Data Processing Media, but only where such back-ups or originals of a previous generation still exist and are accessible and provided always that the Policy will not cover:

- **a** any research and engineering costs;
- **b** any costs of recreating, gathering or assembling the Data;
- **c** any reduction in value of Data or any amount pertaining to the value of such Data to the Insured or any Third Party, even if such Data cannot be recreated, gathered or assembled or copied from back-up or from originals of a previous generation;
- **d** any business interruption loss caused directly or indirectly by or contributed to by any Data Loss or by the copying from back-ups or originals of any Data.

For the purposes of this Exclusion:

Any reference to the word 'loss' includes, but is not limited to, financial and business interruption loss (including business interruption loss covered under any or all of the Extensions to the Business Interruption Section), physical loss, loss of value, marketability or use of property (including intangible property), fines and penalties, other than where this Exclusion refers specifically to a particular type of loss, such as 'physical loss' or loss comprising or consisting of loss of Data or loss of other intangible property, in which case the word 'loss' will be interpreted in the context within which it is used.

Computer System means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, virtual server, cloud or microcontroller, including any similar system or any configuration or networks of the aforementioned and including any associated input, output, data storage or processing device, networking equipment, internet, intranet, virtual private network or similar facilities, or back up facility, located anywhere in the world and irrespective of whether such computer system is owned or operated by the Insured or any Third Party;

Cyber Loss means any claim, loss, damage, destruction, cost, expense, or any consequential loss, directly or indirectly caused or contributed to by, or arising out of or in connection with any Cyber Act or Cyber Incident including, but not limited to, any action taken or advice given to control, prevent, suppress, or remediate any Cyber Act or Cyber Incident or to mitigate or otherwise reduce the effects of any Cyber Act or Cyber Incident;

Cyber Act means any unauthorised, malicious or criminal act (whether or not directed at the Insured), regardless of time and place, or the threat or hoax thereof, involving access to, processing, use, manipulation or operation of, or impairing any Computer System or Data, including but not limited to any unauthorised or malicious direction of network traffic or introduction of code, malware, virus or ransomware;

Policy Exclusions continued

Cyber Incident means:

i any error or omission involving access to, processing of, use of or operation of any Computer System, whether any such error or omission is made by or on behalf of the Insured or any Third Party;
ii any partial or total unavailability or failure of or reduction in functionality or operability of any Computer System (whether temporary or permanent) or inability to access, process, use or operate any Computer System; or
iii any partial or total inability to access, process, transmit, store or use any Data or any error or omission involving accessing, processing, transmitting, storing or using any Data, whether any such error or omission is made by or on behalf of the Insured or any Third Party;

Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form which is (or is capable of being) used, accessed, processed, transmitted or stored by a Computer System;

Data is not limited to the Insured's Data but includes Data which is owned, accessed, processed, transmitted, stored or used by any Third Party anywhere in the world;

Data Loss means any loss, distortion, erasure, corruption, theft, alteration, or manipulation of Data (whether temporary or permanent) or loss of use, reduction in functionality or reduction in value of Data or the act of (and costs and expenses associated with) repairing, replacing, reinstating, recovering, restoring or reproducing any Data;

Data Processing Media means any tangible property insured by this Policy on which Data can be stored but not the Data itself;

Non-Cyber Cause means a cause, other than a Cyber Act, Cyber Incident, Data Loss or other cyber related cause, which is not otherwise excluded by the Policy;

Physical Damage to Tangible Property means accidental, physical loss, damage or destruction to tangible property insured under this Policy which is owned by the Insured or for which the Insured is responsible, excluding any Data and intangible elements of Computer Systems;

Third Party means any person or entity other than the Insured (including, but not limited to, information technology and computer service suppliers, data centre operators, internet service providers, customers or suppliers of the Insured, transport operators, infrastructure providers, utilities and supply undertaking service providers or producers, telecommunication service providers and persons or entities wholly unconnected with the Insured, its Business, its Computer Systems or any Data which it owns, uses or relies on).

12 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, 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

Policy Exclusions continued

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 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.

13 Economic Sanctions

Cover or benefit for any business or activity to the extent that the provision of such cover, payment of any claim or provision of such benefit would expose the Insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America. For the avoidance of doubt any valid licence from the Office of Financial Sanction Implementation or similar authorised regulatory body shall have no bearing on this insurance, and this Policy will consider the sanction, prohibition or restriction to remain in force.

14 Contagious and Infectious Disease

Loss, destruction, damage, cost, expense, or any consequential loss, directly or indirectly caused by, arising out of, attributable to, or contributed to by:

- **a** a Contagious or Infectious Disease;
- **b** the fear or threat (whether actual or perceived) of a Contagious or Infectious Disease;
- **c** the presence or suspected presence of Pathogens at, in or on the premises or property of any person or entity; or
- **d** any action taken or advice given (whether or not by a competent authority) to prevent, reduce, control or mitigate the occurrence, outbreak, spread or effects of a Contagious or Infectious Disease or any Pathogens

irrespective of any other cause, occurrence or event operating concurrently, independently or in any sequence to cause the loss.

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Policy Exclusions continued

But this Exclusion will not apply to Physical Damage to Property Insured under the Policy and any business interruption directly resulting from such Physical Damage, where such Physical Damage itself results from fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons, earthquake, storm, flood, escape of water from any tank apparatus or pipe, impact by any road vehicle or animal, or theft.

For the purposes of this Exclusion:

Loss includes, but is not limited to financial and business interruption loss, loss of value, marketability or use of property, fines and penalties.

Cost or expense includes, but is not limited to any cost or expense to:

a clean-up, detoxify, decontaminate, or remove Pathogens from any property where the property is or is feared to have been affected by Pathogens or a Contagious or Infectious Disease;
b monitor or test for Pathogens or a Contagious or Infectious Disease; or
c provide medical treatment for persons affected by a Contagious or Infectious Disease.

Malicious persons do not include persons who maliciously, deliberately or recklessly:

a cause Pathogens to come into contact with the premises or property of any person or entity; or
b cause or attempt to cause another person or persons to contract a Contagious or Infectious Disease and, in or by so doing, cause Pathogens to come into contact with the premises or property of any person or entity.

Physical Damage – means physical loss, damage or destruction. For the avoidance of any doubt, the presence of a Pathogen on property or contamination of property by a Pathogen does not constitute Physical Damage.

Contagious or Infectious Disease – means any disease, illness or condition affecting humans or animals which is caused by or can be transmitted by means of any Pathogen, where the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms (including from one human to another, one animal to another, from an animal to a human or vice versa, or through contaminated water, faeces or food).

Pathogen – means any pathogen, including but not limited to a virus, bacterium, parasite, fungus, other organism, micro-organism, any variation or mutation thereof, whether deemed living or not, or any other substance or agent capable of causing a Contagious or Infectious Disease.

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Section 1 – Contents

(This section only applies if stated in the Policy Schedule)

Definitions

Glass
Plain plate, plain sheet, laminated glass and polycarbonate sheeting fixed in windows, doors, fanlights, and rooflights and glass fixed in wall mirrors, shelves, showcases and countercases, including lettering fixed to such glass.

Premises
The part or parts of any Building situated at the address or addresses of the Insured stated in the Schedule occupied solely by the Insured as offices or surgeries in connection with the Business and otherwise as offices and private dwelling rooms.

Office Contents
All contents belonging to the Insured or for which they are responsible excluding:

- **a** Computer Equipment
- **b** Landlord's Fixtures and Fittings and Tenant's Improvements
- **c** business books, documents and computer programs and records
- **d** money and jewellery
- **e** any amount in excess of:
  - **i** £10,000 in total for trade samples, goods held in trust or for which the Insured are responsible and trade stock excluding any prescription drugs, medicines and medical supplies
  - **ii** £20,000 for any one item of glass, china, porcelain, picture or other work of art
  - **iii** £1,000 for Wines and Spirits
  - **iv** £50,000 in total for prescription drugs and medicines and medical supplies.

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

Business Records

- **a** deeds, documents, manuscripts and business books, including those of others for which the Insured is responsible, in connection with the Business, at the Premises or whilst temporarily removed anywhere within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands, but only for the cost of the materials and clerical labour expended in reproducing such records excluding:
  - **i** the value of the information contained therein
  - **ii** any amount in excess of £1,000 for any one document, disc or tape
  - **iii** any costs that are incurred after 36 months from the date of the loss
  - **iv** any amount exceeding 10% of the Sum Insured under this Item whilst temporarily removed
  - **v** theft from any unattended vehicle.
- **b** Data Processing Media but only for:
  - **i** the cost of purchasing blank Data Processing Media (without any Data thereon) to replace that which has been physically lost or destroyed; or
  - **ii** the cost of repairing the Data Processing Media which has been physically damaged; and
  - **iii** the costs of copying Data from back-up or from originals of a previous generation onto the replacement or repaired Data Processing Media, provided always that this Policy will not cover:
    - **1** any research and engineering costs;
    - **2** any costs of recreating, gathering or assembling Data;
    - **3** any reduction in value of data or any amount pertaining to the value of such Data, even if such data cannot be recreated, gathered or assembled or copied from back-up or originals of a previous generation.

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Section 1 – Contents continued

(This section only applies if stated in the Policy Schedule)

If the Insured elects not to repair or replace Data Processing Media which has been Damaged, the amount payable by the Insurer will not include any of the costs set out at sub-clauses **a** to **c** and the basis of settlement shall instead be the difference between the re-sale value of the Data Processing Media without any Data on it immediately before the Damage and the re-sale value of the Data Processing Media without any Data on it immediately after the Damage.

Sanitaryware
Baths, sinks, lavatory bowls and cisterns, washbasins and pedestals, shower trays and bidets forming permanent fixtures.

Sum Insured

a The Insurer's liability under each item of this Section is limited to the respective Sums Insured shown in the Schedule.
b Index Linking

- **i** The Sums Insured will be adjusted each month by the percentage change in the Durable Goods Section of the Retail Price Index (or some other suitable Index decided by the Insurer)
- **ii** Additional premium will not be charged on such adjustments during the Period of Insurance. The renewal premium will be calculated on the adjusted Sum Insured applying on the last day of the month 3 months before renewal month
- **iii** In the event of insured Damage the monthly Index Linking adjustments will continue during the period between the date of the Damage and the completion of repair or replacement, provided that the Insured takes all reasonable steps to have the repair or replacement carried out without delay. The period of Index Linking adjustments after Damage is limited to one year.

Cover

The Insurer will indemnify the Insured up to the Sum Insured in respect of:

A Damage to the Property Insured by any cause not excluded, occurring during the Period of Insurance.

The amount payable shall be the cost actually incurred of:

1 Property other than clothing:

a replacement of property totally lost or destroyed, with no deduction for wear and tear or depreciation, provided:

1 the Sum Insured is adequate to pay for replacement of the Property Insured and
2 such replacement is carried out without delay.

If the Property Insured totally lost or destroyed is not replaced the amount payable shall be the market value of the totally lost or destroyed property.

b repair of damaged property.

2 Clothing:

a replacement of articles totally lost or destroyed with deduction for wear and tear or depreciation.
b repair of damaged articles.

B Breakage or Damage of or to Glass or Sanitaryware at the Premises, occurring during the Period of Insurance. The amount payable shall be the cost of repair or replacement, without deduction for wear and tear.

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.

Section 1 – Contents continued

(This section only applies if stated in the Policy Schedule)

Note: In the event of a claim for Damage to Landlord's Fixtures and Fittings or Tenants' Improvements if the Sum Insured in the Schedule for these items is £0, it is the Insurer's intention that providing the Buildings and/or Contents Sums Insured are adequate, the Insurer will deal with the claim subject otherwise to the terms and conditions of this Policy.

This does not remove the requirement for a Fair Presentation of the Risk to be made and the total payable for any claim shall not exceed the Sums Insured.

Extensions

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

Cover under this Section includes:

1 Temporary Removal
Office Contents whilst temporarily removed to, and whilst in transit between, anywhere within Great Britain, Northern Ireland, Isle of Man or the Channel Islands excluding:

- **a** any amount in excess of 20% of the Sum Insured for Office Contents shown in the Schedule
- **b** any amount in excess of £5,000 any one article
- **c** theft from any unattended vehicle.

2 Clothing and Personal Effects
Clothing and personal effects belonging to:

- **a** the Insured or their partners, directors or employees whilst involved in the Business anywhere in the world
- **b** visitors to the Premises

excluding:

- **i** money
- **ii** any amount in excess of £1,000 any one person
- **iii** the first £50 of each claim and Exclusion 4 shall not apply
- **iv** theft from any unattended vehicle.

3 Underground Services
The cost of repairing accidental damage to underground water, gas, oil, sewer and drain pipes and underground electricity, telephone and television cables for which the Insured are responsible as tenant excluding clearance of blockages unless caused by an event insured by this Section.

4 Locks and Keys
The cost of replacement of locks, lock mechanisms and keys necessary to maintain the security of the Premises following theft of keys by force and 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 £2,500 any one claim and Exclusion 4 shall not apply.

5 Rent
(Not applicable if Section 6 is operative)

Rent which the Insured are liable to pay following Damage which renders the Premises or any part of the Premises unfit for occupation by the Insured but only in respect of the period necessary for reinstatement up to 25% of the Total Sum Insured for Office Contents and Computer Equipment shown in the Schedule.

6 Damage to Buildings
(Not applicable if Section 6 is operative)

Damage for which the Insured are responsible caused by thieves to the Premises in connection with theft or attempted theft up to £25,000 any one claim.

7 Document Transmission
The Insured's legal liability for the cost of Damage, including claimants' costs and expenses incurred with the written consent of the Insurer, arising from the Insured's negligence or omission to send any documents by recorded delivery or registered post up to £2,500 any one claim.

8 Boarding Up
The cost of boarding up pending replacement of broken or damaged Glass.

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Section 1 – Contents continued

(This section only applies if stated in the Policy Schedule)

9 Removal of Debris

The cost of removing debris, demolishing, shoring up or propping of the damaged parts of the Property Insured on the site and the area immediately adjacent necessarily incurred with the Insurer's consent excluding:

- **a** costs incurred in connection with or on any other property
- **b** costs arising from pollution or contamination of property not insured by this Section.

10 Subsidence, Ground Heave and Landslip

Damage to the Property Insured caused by subsidence or ground heave of any part of the site on which the property stands, or landslip excluding:

- **a** Damage resulting from:
  - **i** the normal settlement or bedding down of new structures
  - **ii** the settlements or movement of made-up ground
  - **iii** coastal or river erosion
  - **iv** defective design or workmanship or the use of defective materials
  - **v** fire, subterranean fire, explosion, earthquake
  - **vi** escape of water from any tank, apparatus or pipe
- **b** Damage which commenced prior to the inception of this Section
- **c** Damage occurring as a result of demolition construction structural alteration or repair of any property or groundworks or excavation, all at the same Premises
- **d** the first £1,000 of each loss at each separate Premises.

Special Condition – This Extension shall be avoided if the risk is increased by reason of demolition groundworks excavation or construction being carried out on the same or any adjoining site.

11 Trace and Access

The costs necessarily and reasonably incurred by the Insured in locating the source of Damage in consequence of escape of water from any tank, apparatus or pipe, or escape of oil from any fixed heating installation 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.

12 Metered Water, Gas or Electric

Additional metered water, gas or electric charges incurred by the Insured up to an amount of £10,000 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 water, gas or electric 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 changes in the water, gas or electric suppliers' charges and for variations affecting the water, gas or electric consumption of the Insured during the intervening period.

13 Landscaped Grounds and Emergency Vehicles

Costs incurred by the Insured in consequence of Damage to Property Insured at the Premises:

- **a** in restoring landscaped grounds to their original appearance when first laid out and planted, but excluding costs arising due to the failure of trees, shrubs, plants, turf and the like to germinate or become established
- **b** reinstating or repairing landscaped gardens and grounds following damage caused by the emergency services vehicles, equipment or personnel in the course of carrying out their duties

up to an amount of £10,000 any one claim.

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Section 1 – Contents continued

(This section only applies if stated in the Policy Schedule)

14 Alterations and Additions

To the extent that they are not otherwise insured:

- **a** alterations, additions and improvements (but not appreciation in value in excess of Sums Insured) to Office Contents, Landlord's Fixtures and Fittings and Tenant's Improvements
- **b** any newly acquired Office Contents, Landlord's Fixtures and Fittings and Tenant's Improvements

within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands, for no more than 15% of the Sum Insured for each item covered, or £50,000 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.

15 Lamps Signs and Nameplates

Lamps Signs and Nameplates for which the Insured are responsible up to £1,500.

16 Exhibitions

Property Insured 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, up to an amount of £10,000 any one Period of Insurance.

17 Fire Extinguishers, Sprinklers and Security Equipment

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 in consequence of Damage
- **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 £10,000.

18 Office Contents in Transit

Damage to Office Contents whilst in transit including loading and unloading anywhere in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands by any of the Insured's own vehicles up to a limit of £5,000 any one Period of Insurance excluding:

- **a** any Damage due to:
  - **i** depreciation or deterioration unless caused by accident to the conveying vehicle
  - **ii** delay or loss of market
  - **iii** default in packing or addressing of any parcel or package
- **b** any consequential loss of any kind or description
- **c** any theft of Office Contents from any vehicle left unattended, unless such vehicle has all points of access closed and secured by all the locks and other protections and has all the keys removed from the vehicle
- **d** glass, livestock, precious metals or stones, jewellery, watches, furs, money, securities, stamps, documents, manuscripts, business books, plans or designs
- **e** items more specifically insured including under Extensions 1 and 16 of this Section
- **f** the first £300 of each claim.

Note: Exclusions 4 and 6 of this Section shall not apply to this Extension.

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Section 1 – Contents continued

(This section only applies if stated in the Policy Schedule)

Special Conditions – The Policy Conditions except 3 and 14 apply to this Extension and in addition:

1 Safeguarding of Property
The Insured shall take all reasonable measures to safeguard the Office Contents from Damage and to maintain vehicles in an efficient and roadworthy condition.

2 Employees
The Insured shall take all reasonable care in the selection of honest and competent employees.

3 Additional Theft Protection
If any additional protections to any vehicle are reasonably required by the Insurer following Damage due to theft the Insured shall comply within a reasonable period specified by the Insurer.

Section Exclusions

The Policy Exclusions of this Policy apply to this Section and in addition it does not cover:

1 property more specifically insured

2 Damage caused by or arising from:

- **a** frost, coastal erosion, settlement, wear and tear
- **b** rot, mildew, rust, corrosion
- **c** insects, woodworm, vermin
- **d** dyeing, cleaning, repair, renovation
- **e** faulty manipulation, design, plan, specification or materials
- **f** gradual deterioration, market depreciation
- **g** any computer virus
- **h** acts of fraud or dishonesty by any partner, director or employee of the Insured

3 consequential loss of any kind except under Extension 5 Rent

4 the first:

- **a** £300 of each claim
- **b** £500 of any claim in respect of Damage to property by theft not accompanied by forcible and violent entry to or exit from the Premises

in respect of each separate Premises

5 theft by any employee of the Insured not accompanied by forcible and violent entry to or exit from the Premises

6 theft from any unattended vehicle

7 derangement of Computer Equipment unaccompanied by Damage to such equipment

8 Damage to electrical equipment by short circuiting or overrunning not resulting in fire

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Section 1 – Contents continued

(This section only applies if stated in the Policy Schedule)

9 Glass or Sanitaryware that is cracked or broken at the commencement of this insurance until replaced by the Insured

10 any superficial scratching or chipping of Glass or Sanitaryware

11 Damage to any Property

- **a** caused by fire, resulting from its undergoing any heating process or process involving the application of heat
- **b** resulting from its undergoing any process of production, packing, treatment, testing, commissioning, service or repair, but the Insurer will pay for such Damage caused by fire or explosion

12 Damage to:

- **a** vehicles licensed for road use (including accessories on them), caravans, trailers, railway locomotives, rolling stock, watercraft or aircraft
- **b** Property or structures in course of construction or erection and materials or supplies in connection with all such Property or structures
- **c** land, pier, jetties, bridges, culverts or excavations
- **d** livestock, growing crops or trees

but the Insurer will pay for such property specifically described in the Schedule

13 Damage occasioned by nationalisation, confiscation, requisition, seizure or destruction by the Government or any public authority

14 Damage to automatic teller machines (ATM) as a result of theft or attempted theft.

Section Conditions

The Policy Conditions of this Policy apply to this Section.

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Section 2 – Money and Personal Assault

(This section only applies if stated in the Policy Schedule)

Definitions

Accident
Bodily injury caused by violent external and visible means.

Business Hours
The period during which the Insured or their partners, directors or employees are at the Premises for the purpose of the Business.

Insured Person
The Insured and any of their partners, directors or employees aged between 16 and 70 years.

Loss of Limb
Loss by physical severance or permanent and total loss of use of an entire hand or arm or an entire foot or leg which the Insured Person has survived for at least one month.

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

a if the Insured Person has been certified as sight impaired or severely sight impaired

and

b has received a Certificate of Vision Impairment from a fully qualified ophthalmologist and registered it with their local social services department.

Such vision impairment must have lasted 3 consecutive months of the Insured Person's lifetime and is, at the end of that period, in the opinion of an independent ophthalmologist (acceptable to the Insurer), beyond hope of improvement.

Money
Negotiable and Non-Negotiable Money.

Money in Transit
Negotiable Money in transit in the personal custody of the Insured or their authorised representatives or in a bank night safe until liability is accepted by the bank.

Negotiable Money
Cash, bank and currency notes, uncrossed cheques, uncrossed postal orders, luncheon vouchers, current postage stamps, trading stamps, National Insurance stamps not fixed to cards, Holiday with Pay stamps, National Savings stamps, unexpired units in franking machines, gift tokens and consumer redemption vouchers belonging to the Insured or for which they are responsible.

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 belonging to the Insured or for which they are responsible.

Permanent Total Disablement
A disablement which permanently, completely and continuously prevents the Insured Person from attending to their usual occupation or any other occupation for which they are fitted by knowledge and training, and which having lasted 104 weeks of the Insured Person's lifetime is at the end of that period beyond hope of improvement.

Temporary Partial Disablement
A disablement which continuously prevents the Insured Person from attending to a substantial part of their usual occupation.

Temporary Total Disablement
A disablement which completely and continuously prevents the Insured Person from attending to their usual occupation.

Cover

A The Insurer will indemnify the Insured in respect of Damage to Money occurring during the Period of Insurance held in connection with the Business up to the limits shown in the Schedule by any cause not excluded.

B The Insurer will indemnify the Insured against Damage to any safe strongroom, franking machine or automated teller machine (ATM) at the Premises as a direct result of theft or attempted theft of Money up to an amount of £10,000 any one claim.

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Section 2 – Money and Personal Assault continued

(This section only applies if stated in the Policy Schedule)

C The Insurer will pay to the Insured the sum or sums set out in the Scale of Compensation if any Insured Person acting in connection with the Business shall:

1 sustain an Accident as a direct result of theft or attempted theft

2 suffer emotional stress necessitating professional counselling as a direct result of theft or attempted theft.

Scale of Compensation

Item		Amount
1	If any Insured Person shall sustain an Accident resulting directly and independently of any other cause within 12 months in:	
	a death	£25,000
	b loss of one or more limbs and/or sight of one or both eyes	£25,000
	c Permanent Total Disablement	£25,000
	d Temporary Total Disablement	£100*
	e Temporary Partial Disablement	£50*
	* per week during such disablement	
2	Cost of cleaning, repairing or replacing lost or damaged clothing or personal effects of the Insured Person up to	£250
3	The cost of professional counselling not exceeding:	
	a an hourly cost of	£30
	b an amount per person of	£1,000
	c an amount in total of	£5,000

Limitations

In respect of each Insured Person:

1 compensation shall not be paid under more than one of the Items **1a**, **1b**, or **1c** of the Scale of Compensation for the consequence of the same Accident

2 weekly compensation under Items **1d** and/or **1e** of the Scale of Compensation will not be paid for more than 104 weeks in all in respect of one or more Accidents. Weekly compensation will be paid when the total amount to be paid has been agreed or, if the Insured requests, at the end of each period of 4 consecutive weeks disablement

3 compensation shall not be paid unless as soon as possible after an Accident the injured person is placed under the care of a qualified medical practitioner whose advice shall be followed. A post-mortem examination shall be carried out if required by and at the Insurer's own expense

4 compensation shall not be paid under Items **3a**, **3b** and **3c** of the Scale of Compensation unless such counselling is recommended by a qualified medical practitioner and agreed to by the Insurer before costs are incurred.

Section Exclusions

The Policy Exclusions of this Policy except 9 and 10 apply to this Section and in addition it does not cover:

1 any loss due to lack of integrity of any of the Insured's employees not discovered within 15 working days of the occurrence

2 any loss covered by or which but for the existence of this Section would be covered by any policy of Fidelity Guarantee, and this Section shall not contribute to such loss except in excess of any amount insured thereunder

3 any loss from any unattended vehicle

4 any consequential loss or shortages due to errors or omissions and any depreciation in value

5 any loss that results from any business transaction

6 any loss of Money from an automated teller machine (ATM) which is not filled by the Insured.

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Section 2 – Money and Personal Assault continued

(This section only applies if stated in the Policy Schedule)

Section Conditions

The Policy Conditions of this Policy except 13 and 14 apply to this Section and in addition:

1 Records Condition

The Insured shall keep a proper written record of all Property Insured hereunder and shall allow the Insurer at all reasonable times to inspect such records. A proper record shall also be kept of all Money in a safe in some place other than in the said safe.

2 Keys Condition

It is a condition precedent to liability in respect of any losses from safes that whenever the Premises is closed for business the key or keys of any safe shall be removed from the Premises or to that part of the Premises where the person responsible for their safety normally resides.

3 Accompaniment Condition

It is a condition precedent to any liability under Section 2. Money And Personal Assault that Negotiable Money in Transit other than by a security organisation or by registered post will be accompanied by:

a 2 adults when in excess of £3,000
b 3 adults when in excess of £6,000.

4 Self Fill Automated Teller Machines (ATM) Condition

It is a condition precedent to liability for Money in a self fill automated teller machine (ATM) at the Premises that the ATM should be filled with cash sufficient for one days trading only and must be filled whilst the Premises are locked and customers are excluded from the Premises.

In addition, where the ATM is installed inside the Building:

a the cash must be removed from the ATM whilst the Premises are locked and customers are excluded from the Premises and placed in a safe of adequate security (as agreed by the Insurer) for the amount of cash
b the door to the ATM and the security container(s) within must be left open out of Business Hours
c prominent notices must be placed around the perimeter and within the Premises stating that the ATM holds no cash when the Premises are closed for business
d the ATM must be located within the Premises as far away from accessible doors and windows as is reasonably practicable and secured to the floor by a proprietary fixing system installed by the ATM installer.

5 Fair Presentation

If a claim is made under Cover **C** of this Section, the Insurer will not invoke the remedies which might otherwise have been available to it under Policy Condition 15 (Fair Presentation of the Risk) as against the Insured, if the failure to make a fair presentation of the risk concerns only facts or information which relate to a particular partner, director or employee. If the partner, director or employee concerned or the Insured on their behalf makes a careless misrepresentation of facts, the Insurer may invoke the remedies available to it under Policy Condition 15 as against that partner, director or employee only, as if a separate insurance contract had been issued to such person, leaving the remainder of the Policy unaffected.

6 Fraudulent Claims

If any fraud to which Policy Condition 10 (Fraud) relates is perpetrated by or on behalf of an Insured Person (and not on behalf of the Insured), Policy Condition 10 should be read as if it applies only to that Insured Person'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 3 – Business Interruption

(This section only applies if stated in the Policy Schedule)

Definitions

Annual Income
The Income during the 12 months immediately before the date of the Damage.

Business
The Business shown in the Schedule, conducted solely from the Premises.

Income
The money paid or payable to the Insured in respect of work done and services rendered in the course of the Business.

Indemnity Period
The period beginning with the occurrence of the Damage and ending within the number of months shown in the Schedule during which the results of the Business are affected in consequence of the Damage.

Loss of Income Sum Insured
The Loss of Income Sum Insured shown in the Schedule.

Maximum Indemnity Period
Maximum indemnity period shown in the Schedule.

Outstanding Debit Balances
The total outstanding debit balances last recorded by the Insured under the provisions of Condition 4 (Data and Other Records) adjusted for:

- **a** bad debts
- **b** amounts debited (or invoiced but not debited) and credited (including credit notes and cash not passed through the books at the time of the Damage) to the Insured's customers' accounts in the period between the date to which the total last recorded relates and the date of the Damage
- **c** any abnormal condition of trade which had or could have had a material effect on the Business

so that the figures adjusted shall represent as nearly as reasonably practicable those which would have been obtained at the date of the loss or Damage had the Damage not occurred.

Premises
Any of the Premises as defined in Section 1. Contents.

Standard Income
The Income during that period in the 12 months immediately before the date of the Damage which corresponds with the Indemnity Period.

Note (applies to Annual Income and Standard Income)
Adjustment shall be made as may be necessary to provide for the trend of the Business and for variations in or special circumstances affecting the Business either before or after the Damage, or which would have affected the Business had the Damage not occurred, so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the Damage would have been obtained during the relative period after the Damage.

Cover

A For Loss of Income and Additional Expenses, the Insurer will indemnify the Insured up to the Sums Insured shown in the Schedule in respect of:

Damage resulting from interruption of or interference with the Business by any cause insured under Section 1 - Contents to:

- **a** any Building or other property at the Premises for the purpose of the Insured's Business provided that:
  - **i** at the time of the occurrence of the Damage there is in force an insurance covering the Insured's interest in the property against such Damage and
  - **ii** payment has been made or liability has been admitted unless such payment or liability has been excluded as being below a specified amount
- **b** equipment at the public telephone exchange serving the Premises
- **c** any documents temporarily removed from the Premises.

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Section 3 – Business Interruption continued

(This section only applies if stated in the Policy Schedule)

Loss of Income
This insurance is limited to Loss of Income and Additional Cost of Working in connection with the Business at the Premises insured under Section 1. Contents and the amount payable as indemnity shall be:

1 in respect of Loss of Income – the amount by which the Income during the Indemnity Period shall, as a consequence of the Damage, fall short of the Standard Income

2 in respect of Additional Cost of Working – the additional expenditure necessarily and reasonable incurred for the sole purpose of avoiding or diminishing the Loss of Income which but for that expenditure would have taken place during the Indemnity Period in consequence of the Damage.

The Insurer will not pay the Insured for;

a Additional Cost of Working exceeding the amount of reduction in Income 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 Income that may cease or be reduced.

Additional Expenses
This insurance is limited to the additional expenses, including the cost of obtaining temporary offices and expenses incidental to their occupation and additional employment costs and other abnormal expenditure necessarily and reasonably incurred by the Insured in consequence of the Damage during the Indemnity Period in order to continue the Business.

B For Outstanding Debit Balances, the Insurer will indemnify the Insured up to the Sum Insured shown in the Schedule in respect of Damage by any cause covered by Section 1. Contents to the Insured's books of account or other business books or records at the Premises shown in the Schedule which results in the Insured being unable to trace or establish the Outstanding Debit Balances in whole or in part due to the Insured.

Outstanding Debit Balances
This insurance is limited to:

1 the difference between:

a the Outstanding Debit Balances and
b the total of the amounts received or traced in respect of such balances

2 the additional expenditure incurred with the Insurer's prior consent in tracing and establishing customers' debit balances after the Damage

3 the reasonable charges payable by the Insured to their professional accountants for producing any particulars or details of any other proofs, information or evidence as may be required by the Insurer under the terms of General Condition 6 of this Policy and reporting that such particulars or details are in accordance with the Insured's books of account or other business books or documents.

Provided that the Insurer's liability during any one Period of Insurance shall not exceed the Sum Insured shown in the Schedule.

Section 3 – Business Interruption continued

(This section only applies if stated in the Policy Schedule)

Extensions

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

Cover under this Section includes:

1 Work Done or Services Rendered
If during the Indemnity Period work is done or services are rendered elsewhere than at the Premises for the benefit of the Business either by the Insured or by others on the Insured's behalf, the money paid or payable in respect of such work or services shall be brought into account in arriving at the Income during the Indemnity Period.

2 Auditors Fees
The Loss of Income Sum Insured includes the reasonable charges payable by the Insured to their auditors for producing and certifying any particulars or details contained in the Insured's books of account or vital proofs, information or evidence as may be required under the terms of General Condition 6 of this Policy.

3 Supply Undertakings
Loss as insured by this Section resulting from interruption of or interference with the Business in consequence of Damage covered under Section 1 Contents to property

- **a** at any land based premises
- **b** comprising any land based cable or pipe connecting to the terminal connecting point at the Premises or any pylon through which any such cable runs

of any supply undertaking service provider or producer from which the Insured obtains

1. electricity (including generating stations or sub-stations)
2. gas (including any natural gas producer provided that it supplies gas directly to the supply undertaking or service provider which supplies gas to the Insured)
3. water (including water works and pumping stations)
4. telecommunications services (excluding intranet or extranet services)
5. other telecommunications services providing intranet or extranet services

Provided that:

- **A** the Maximum Indemnity Period shall not exceed 14 days beginning with the date on which the damage occurred
- **B** the Insurer shall not be liable
  - **i** unless the loss, destruction or damage results in a complete cessation of the supply of the relevant service to the Premises for more than 48 consecutive hours
  - **ii** for the first 48 consecutive hours of cessation of the supply of the relevant service to the Premises
  - **iii** for any loss resulting from interruption of or interference with the Business caused by loss or destruction of or damage to any overhead transmission and distributing cables or lines and their supporting structures (including pylons), other than where such loss, destruction or damage occurs to such cables, lines and structures situated within 1 mile of the Premises
  - **iv** for more than £10,000 for each occurrence (of loss, damage or destruction to the supply undertaking's, service provider's or producer's property) or series of occurrences arising out of or in connection with the same originating cause, irrespective of the number of the Premises which are affected by the occurrence or series of occurrences. Where the same originating cause results in loss, damage or destruction to the property of more than one supply undertaking, service provider or producer, the Insurer shall not be liable to pay more than £10,000 under this Extension in respect of all occurrences of loss, destruction or damage combined and in the aggregate, irrespective of the number of supply undertaking's, service provider's or producer's properties affected.

Section 3 – Business Interruption continued

(This section only applies if stated in the Policy Schedule)

4 Additional Business Interruption Extension

For the purposes of this Extension only, any claim resulting from interruption of or interference with the Business caused solely and directly by any of the undernoted Contingencies shall be understood to be loss as Insured covered by this Section, provided that all of the terms, conditions and provisions of this Section and the Policy (except insofar as they may be expressly varied by this Extension) and the undernoted Definitions and Special Conditions shall apply.

Contingencies

- **a** the outbreak of food or drink poisoning causing illness in humans at the Premises or attributable to food or drink supplied from the Premises
- **b** the discovery of an organism at the Premises likely to result in the outbreak of food or drink poisoning in humans
- **c** the outbreak of Legionellosis at the Premises
- **d** the discovery of vermin or pests at the Premises
- **e** any accident causing defects in the drains or other sanitary arrangements at the Premises
- **f** the occurrence of murder,suicide or rape at the Premises

which causes restrictions on the use of the Premises on the order of a competent local authority during the Period of Insurance.

Any reference to Damage within this Section shall, for the purposes of this Extension, mean the restrictions (or series of related restrictions) imposed on the use of the Premises by the competent local authority resulting from any outbreak, occurrence, discovery or accident constituting any of the aforementioned Contingencies. Damage will be deemed to occur on the date on which the restrictions associated with the Contingency are first imposed on the use of the Premises, irrespective of the period of time during which such restrictions remain in place and whether they are lifted and reimposed or varied at a later date. However, the Policy requirement that the Insured shall have in force an insurance covering its interest in the property at the Premises against such Event shall be deemed to have been complied with if the Insured has a valid claim under this Extension.

Definitions

Legionellosis means:
Human illness resulting from the discharge, release or escape of legionella from water tanks, water systems, air-conditioning plants, cooling towers and the like at the Premises

Indemnity Period means:
The period during which the results of the Business shall be affected in consequence of any Contingency, beginning with the date from which the restrictions on the use of the Premises are first imposed and ending not later than the Maximum Indemnity Period thereafter. The Indemnity Period shall comprise a single, continuous period. It cannot be divided into more than one period or increased so as to exceed the Maximum Indemnity Period, where restrictions on the use of the Premises forming part of the Contingency are lifted and then reimposed at a later date or otherwise varied over time.

Maximum Indemnity Period means:
1 month.

Premises means :
Premises as defined in this Section and for which the Insured are responsible within the United Kingdom (excluding any situation or property shown in the Extensions to this Section).

Special Conditions

1 Policy Exclusion 14 Contagious and Infectious Disease shall not apply to this Extension.

2 The Insurer shall not be liable under this Extension for any loss as insured by this Section resulting from interruption of or interference with the Business

- **a** that does not involve use of the Premises being restricted on the order of a competent local authority for at least 12 consecutive hours
- **b** incurred during any period other than the actual period during which use of the Premises is restricted on the order of the competent local authority

Section 3 – Business Interruption continued

(This section only applies if stated in the Policy Schedule)

c where the restrictions (or series of related restrictions) on the use of the Premises were first imposed prior to the Period of Insurance.

d to the extent that the same or similar loss would have been suffered as a result of restrictions imposed or advice given by a competent authority (including at local and governmental level) due to any outbreak of food or drink poisoning causing illness in humans or Legionellosis, or discovery of an organism likely to result in food or or drink poisoning causing illness in humans or Legionellosis, or the presence of vermin or pests, occurring or extending beyond the Premises.

3 The Insurer shall not be liable under this Extension for any costs incurred in the decontamination, cleaning, repair, replacement, recall or checking of any property.

4 The liability of the Insurer under this Extension shall not exceed £100,000 in total in respect of all claims combined for all Damage occurring during any one Period of Insurance, irrespective of whether such claims arise out of the same or different Contingencies or involve more than one Premises. For the avoidance of any doubt, and notwithstanding any provision of the Policy to the contrary, the limit of liability will not be reinstated following a claim, such that any payment made on a claim under this Extension shall reduce the limit of liability available in respect of other claims under this Extension.

5 The Insured, in so far as is reasonably practical, shall ensure compliance with the Health and Safety Executive's Approved Code of Practice - Legionnaires Disease: The control of legionella bacteria in water systems, and any supplementary, replacement or amending Code of Practice issued by the Health and Safety Executive. Payment of any claim arising out of Contingency **c** (Legionellosis) is conditional upon compliance with this Code of Practice.

5 Records Removed and in Transit

The amount of any loss ascertained in accordance with the provisions of this Section resulting from Damage:

a in any premises within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands occupied by persons acting on the Insured's behalf and to which the Insured's books of accounts or other records are temporarily removed

b to the Insured's books of account or other business books or records whilst in transit within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

6 Subsidence, Ground Heave or Landslip

Loss as insured by this Section resulting from interruption of or interference with the Business in consequence of Damage caused by subsidence or ground heave of any part of the site on which the property stands, or landslip excluding:

a Damage resulting from:

- **i** the normal settlement or bedding down of new structures
- **ii** the settlement or movement of made-up ground
- **iii** coastal or river erosion
- **iv** defective design or workmanship or the use of defective materials
- **v** fire, subterranean fire, explosion, earthquake or escape of water from any tank, apparatus or pipe

b Damage which commenced prior to the inception of this Section

c Damage occurring as a result of demolition construction structural alteration or repair of any property or groundworks or excavation, all at the same Premises

d the first £1,000 of each loss at each separate Premises.

Special Condition – This Extension shall be avoided if the risk is increased by reason of demolition groundworks excavation or construction being carried out on the same or any adjoining site.

Section 3 – Business Interruption continued

(This section only applies if stated in the Policy Schedule)

7 Failure of Supply

Loss resulting from interruption of or interference with the Business caused by accidental failure of supply of;

- **a** electricity at the terminal ends of the service provider's feeders at the Premises
- **b** gas at the service provider's meters at the Premises
- **c** water at the service provider's main stop cock serving the Premises
- **d** land based telecommunications services (excluding intranet or extranet services) at the incoming line terminals or receivers at the Premises
- **e** other telecommunications services (including intranet or extranet services) at the incoming line terminals or receivers at the Premises.

Provided that

- **a** the Maximum Indemnity Period shall not exceed 14 days beginning with the date on which the failure of the supply first started occurring
- **b** the Insurer shall not be liable
  - **i** unless there is a complete cessation of the supply of the relevant service to the Premises of more than 48 consecutive hours
  - **ii** for the first 48 consecutive hours of cessation of the supply of the relevant service to the Premises
  - **iii** for any loss resulting from interruption of or interference with the Business resulting from the deliberate act of any supply undertaking or service provider, or from any such undertaking or provider exercising its power to withhold or restrict supply or services or otherwise not performing its services, save where the supply undertaking or service provider is acting for the sole purpose of safeguarding life or protecting the supply undertaking's or service provider's system
  - **iv** for any loss resulting from interruption of or interference with the Business resulting from failure of supply caused by
    - **1** strikes or any labour or trade dispute
    - **2** drought
    - **3** other atmospheric or weather conditions, but this shall not exclude failure due to physical damage caused by such conditions
  - **v** for any loss resulting from interruption of or interference with the Business caused by the failure of any overhead transmission and distributing cables, lines and their supporting structures (including pylons), other than where such failure occurs to such cables, lines and structures situated within 1 mile of the Premises
  - **vi** for any loss resulting from interruption of or interference with the Business resulting from the failure of telecommunications services delivered via satellite
  - **vii** for any loss resulting from interruption of or interference with the Business which is insured under the Supply Undertakings Extension
  - **viii** for more than £10,000 for each failure of supply or series of failures arising out of or in connection with the same originating cause, irrespective of the number of the Premises which are affected by the failures. Where the same originating cause results in failure of supply from more than one supply undertaking or service provider, the Insurer shall not be liable to pay more than £10,000 under this Extension in respect of all failures of supply combined and in the aggregate, irrespective of the number of supply undertakings or service providers involved.

8 Denial of Access

Loss as insured by this Section resulting from interruption of or interference with the Business by any cause insured under Section 1 Contents to property within a 1 mile radius of the Premises which prevents or hinders the use of or access to the Premises for a period greater than 12 hours, whether the Property at the Premises is Damaged or not, subject to a limit of 10% of the Loss of Income Sum Insured or £50,000, whichever is less.

The Insurer will not pay for Loss of Income and/or Additional Expenses arising from Damage to the property of any supply undertaking from which the Insured obtains electricity, gas, water or telecommunications services which prevents or hinders the supply of such services to the Premises.

Section 3 – Business Interruption continued

(This section only applies if stated in the Policy Schedule)

Section Exclusions

The Policy Exclusions of this Policy apply to this Section and in addition it does not cover:

1 deliberate falsification of business records

2 mislaying or misfiling of tapes

3 the deliberate act of the Electricity Authority in restricting or withholding electricity supply

4 wear and tear and gradual deterioration, vermin, rust, damp or mildew

5 the connivance of any employee.

Section Conditions

The Policy Conditions of this Policy except 13 and 14 apply to this Section and in addition:

1 Alteration

Unless the Insurer agrees in writing, cover under this Section shall automatically cease if during the Period of Insurance:

- **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 First Financial Year

In the event of the loss occurring before the end of the first financial year of the Business the results of the Business to the date of the damage shall be used as a basis upon which to assess the loss, subject otherwise to all the terms and conditions of this Section.

3 Material Damage

It is a condition precedent to any liability under this Section (other than in respect of the prevention or hindrance of the use of the Premises) that there be in force an insurance covering the Insured's interest in the property at the Premises against such Damage and payment shall have been made or liability admitted under such insurance.

4 Data and Other Records

It is a condition precedent to liability that the Insured shall:

- **a** back up Data daily
- **b** keep duplicates of Data
- **c** store records either in a fireproof cabinet or safe, or alternatively at other premises
- **d** at the end of each month, record the total amount in their customers' account at that time.

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Section 4 – Liabilities

(This section only applies if stated in the Policy Schedule)

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 put the public or any section of the public in fear.

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

Business
The business shown in the Schedule conducted solely from Great Britain, Northern Ireland, the Channel Islands or the Isle of Man which includes:

- **a** the ownership, maintenance and repair of Premises used for the business
- **b** the provision and management of canteens, social, sports or welfare organisations for the benefit of Employees and the Insured's ambulance, first aid and fire services
- **c** the execution of private duties by Employees of the Insured for any partner, director or senior official of the Insured.

Employee
- **a** Any person under a contract of service or apprenticeship with the Insured
- **b** Any of the following persons whilst working for the Insured in connection with the Business:
  - **i** any self-employed person providing labour only
  - **ii** any person who is borrowed or hired by the Insured
  - **iii** any trainee or person undergoing work experience
  - **iv** any voluntary helper
  - **v** any home worker or outworker
  - **vi** any person working under the Community Offenders Act 1978, the Community Service by Offenders (Scotland) Act 1978 or similar legislation
  - **vii** any prospective employee being assessed by the Insured as to their suitability for employment
  - **viii** any person a court of law in the United Kingdom deems to be an employee.

Geographical Limits

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

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

Limit of Indemnity
The Limit of Indemnity stated in the Schedule.

Offshore Installations

- **a** 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
- **b** any installation in the sea or tidal waters which is intended for the storage or recovery of gas
- **c** any pipe or system of pipes in the sea or tidal waters
- **d** any installation which is intended to provide accommodation for persons who work on or from the locations specified in **a**, **b** or **c**.

Pollution or Contamination

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

Section 4 – Liabilities continued

(This section only applies if stated in the Policy Schedule)

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

Products
In connection with the Business;

a any goods or other property sold, supplied, delivered, installed, erected, repaired, administered, altered, treated or tested by the Insured in connection with;
- **i** the provision and management of canteens, social, sports or welfare organisations for the benefit of Employees
- **ii** the Insured's ambulance, first aid and fire services
- **iii** the execution of private duties by Employees of the Insured for any partner, director or senior official of the Insured.

b any food or drink supplied to partners, directors, Employees or guests of the Insured.
c any premises disposed of by the Insured to which Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975, or any similar or replacing legislation applies.
d the disposal of furniture and office equipment originally intended solely for use by the Insured and which is no longer required for that purpose.
e the sale or supply of office stationery, brochures or promotional merchandise.

Cover

Event 1 – Employers' Liability
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 Geographical Limits during the Period of Insurance provided that any action for compensation in respect of such Injury is brought in a Court of Law within Great Britain, Northern Ireland, the Channel Islands, the Isle of Man or a member country of the European Union.

Event 2 – Public Liability
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 except as provided under Event 1 – Employers' Liability
B Damage to material property
C nuisance, trespass or interference with any easement or right of way, light, air or water resulting in financial loss

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

Event 3 - Products Liability
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

occurring during the Period of Insurance and caused by or arising from Products.

Costs and Expenses
The Insurer will pay costs and expenses incurred by it 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.

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Section 4 – Liabilities continued

(This section only applies if stated in the Policy Schedule)

Limits of Indemnity

a Under Event 1 – Employers' Liability the Insurer's liability 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 stated in the Schedule.

b Under Event 2 – Public Liability the Insurer's liability for all compensation and claimants' costs and expenses payable in respect of:

- **i** any one claim or series of claims arising out of one occurrence
- **ii** all claims arising from Pollution or Contamination which is deemed to have occurred during any one Period of Insurance

shall not exceed the limit stated in the Schedule.

c Under Event 2 – Public Liability in respect of 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 its written consent in connection with the defence of such claims.

d Under Event 1 – Employers' Liability the Insurer's liability shall not exceed £5,000,000 in respect of an Act of Terrorism.

e Under Event 2 – Public Liability the Insurer's liability shall not exceed the limit of indemnity shown in the Schedule or £5,000,000 (whichever is the lesser) in respect of an Act of Terrorism.

f in respect of the indemnity provided under this Section for Extension 9 – Corporate Manslaughter and Corporate Homicide Act 2007 – Legal Defence Costs:

- **i** the Insurer's liability 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.

If the Insurer alleges that by reason of limitation **d** and **e** any Damage cost or expenses is not covered the burden of proving the contrary shall be upon the Insured.

g Under Event 3 - Products Liability the Insurer's liability for all compensation and claimants' costs and expenses payable in respect of all Injury or Damage sustained by all claimants occurring during any one Period of Insurance and caused by and arising from Products shall not exceed the Limit of Indemnity stated in the Schedule.

Extensions

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

1 Personal and Guest's Effects
Exclusion **2** of this Section shall not apply to personal effects or vehicles belonging to any partner, director, Employee, guest or visitor of the Insured.

2 Leased, Rented or Hired Premises
Exclusion **2** of this Section shall not apply to premises (including their fixtures and fittings) leased, rented or hired to the Insured except where liability attaches to the Insured solely under the terms of any tenancy or other agreement.

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Section 4 – Liabilities continued

(This section only applies if stated in the Policy Schedule)

3 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 or fire services against liability incurred in such capacity
- **b** any of the Insured's partners, directors or Employees 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 such party was individually named as the Insured in this Section

- **c** any principal for whom the Insured is carrying out any work under any contract or agreement against liability arising out of the performance of such work by the Insured 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 but only to the extent required by the terms and conditions of such contract or agreement.

Provided that:

- **i** any person claiming indemnity 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 shown in the Schedule.

4 Health and Safety at Work – Legal Defence costs

The Insurer will indemnify the Insured (and if they so request any of their partners, directors or Employees) subject to 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 alleged to have been committed during the Period of Insurance in connection with the Business.

Provided that:

1. The Insurer shall have the absolute conduct and control of all the said proceedings and appeals.
2. The Insurer will not pay for:
   - **a** fines or penalties of any kind
   - **b** proceedings or appeals in respect of any deliberate or intentionally criminal act or omission
   - **c** costs or expenses insured by any other policy.

5 Contingent Motor Liability

Exclusion **4ai** of this Section shall not apply to liability arising out of the use in connection with the Business of any vehicle not owned, provided or being driven by the Insured:

- **a** but this does not cover any such liability:
  - **i** in respect of Damage to the said vehicle
  - **ii** arising out of any such use in any country outside the European Union
  - **iii** incurred by any party other than the Insured and Extension 3 shall not apply
- **b** For the purposes only of this Extension paragraph **A** of Event 2 – Public Liability shall read Injury to any person.

6 Joint Insured – Cross Liabilities

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

Section 4 – Liabilities continued

(This section only applies if stated in the Policy Schedule)

7 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 Geographical Limits during the Period of Insurance:

a is obtained by such Employee in any Court situate in the territories specified in Geographical Limits **a** 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 requests pay to the said Employee the amount of any such compensation and costs to the extent that they remain unsatisfied.

Provided that:

i there is no appeal outstanding
ii the Employee shall have assigned the judgement to the Insurer.

8 This Extension is left intentionally blank

9 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 the 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.

10 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:

any director or partner	**£750**
any Employee	**£250**

Section 4 – Liabilities continued

(This section only applies if stated in the Policy Schedule)

11 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.

12 Data Protection Act

The Insurer will indemnify the Insured and if the Insured so requests any Employee or director or partner of the Insured against legal liability to pay compensation and claimants' costs and expenses in respect of distress under Section 168 of the Data Protection Act 2018 occurring as a result of a contravention of General Data Protection Regulation (GDPR) committed during the Period of Insurance within the United Kingdom and arising in connection with the Business provided that the Insured is registered with the Information Commissioner's Office.

The Insurer will not pay for:

A any 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

B the payment of fines or penalties

C any distress caused by a Cyber Event

D the costs and expenses of replacing reinstating rectifying or erasing blocking or destroying any Data

E any distress caused by any act of fraud or dishonesty by the Insured

F any legal liability arising from the recording, processing or provision of Data for reward or to determine the financial status of any person.

For the purposes of this Extension:

Data includes but is not limited to Personal Data, facts, concepts and information, software or other coded instructions in a formalised manner useable for communications, interpretation or processing.

Personal Data means any information relating to an identified or Identifiable Natural Person.

An Identifiable Natural Person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

Cyber Event means:

- **a** any unauthorised Processing of Data by the Insured
- **b** any breach of laws and infringement of regulations pertaining to the maintenance or protection of Data
- **c** any Network Security Failure in the Insured's Sphere.

Processing means any operation or set of operations which is performed on data or on sets of data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaption or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

Insured's Sphere means any system or device leased, owned, operated, or lost by or which is made available or accessible to the Insured for purpose of Processing Data.

Section 4 – Liabilities continued

(This section only applies if stated in the Policy Schedule)

Network Security Failure means any non-physical and technological failure of computer system security or other technological security measures leading to unauthorised access and/or theft of Data, loss of operational control of Data, transmission of virus or malicious code and/or denial of service.

The liability of the Insurer under this Extension shall not exceed £250,000 in the aggregate during the Period of Insurance inclusive of the amount of all claimants' costs and expenses and all costs and expenses incurred by the Insurer or with the written consent of the Insurer in connection with the defence of any claim.

Section Exclusions

In respect of Event 1 – Employers' Liability, Policy Exclusion 3 and 13 of this Policy and the following Exclusions 11, 12 and 17 apply to this Section.

In respect of Event 2 – Public Liability, Policy Exclusions 2, 3, 10 and 13 of this Policy and the following Exclusions 1 to 11 and 13 to 16 apply to this Section.

In respect of Event 3 – Products Liability, Policy Exclusions 2, 3, 10 and 13 of this Policy and the following Exclusions 1 to 11 and 13 to 16 apply to this Section.

This Section does not cover:

1 any liability in respect of:

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

2 liability in respect of Damage to any property belonging to or in the charge or the control of the Insured.

3 any liability in respect of:

- **a** Damage to any goods or other property sold, supplied, delivered, installed or erected by 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 other property
  - **ii** any defective work executed by the Insured.

Provided that Exclusions **3a** and **3bi** shall not apply to liability in respect of Damage to said goods or other property if such Damage is caused by or arises from any alteration, repair or servicing work executed by the Insured under a separate contract.

4 any liability arising out of the ownership, possession or use by the Insured or on their behalf of:

- **a** any mechanically propelled vehicle or trailer attached thereto:
  - **i** whilst on any road within the meaning of the Road Traffic Acts or other road traffic legislation, excepting liability arising out of the operation as a tool of any mechanical plant
  - **ii** if such liability is insured by any other policy or is required by any traffic legislation to be the subject of compulsory insurance or other security
- **b** any aircraft or other aerial device made or intended to travel through air or space

Section 4 – Liabilities continued

(This section only applies if stated in the Policy Schedule)

c any water-borne vessel or craft other than
- **i** those used for business entertainment purposes within inland waters
- **ii** hand propelled or sailing watercraft whilst within inland waters and not exceeding 75 feet in length

5 any liability for Injury, loss 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

6 in respect of Injury or Damage caused by or arising from Products:

a any liability which attaches to the Insured solely under the terms of an agreement other than:
- **i** under any warranty of goods implied by law
- **ii** under any indemnity clause in any agreement between the Insured and any independent carrier in respect of Injury or Damage caused by Products entrusted to such carrier for transit by road, rail or waterway

b any Product installed or incorporated in any craft designed to travel in or through air or space and which to the Insured's knowledge was intended to be installed or incorporated in any such craft

c any claim made against the Insured in any country outside the European Union in which the Insured occupy premises or are represented by any resident Employee or holder of the Insured's Power of Attorney

d any liability arising from any Products exported by the Insured to the United States of America or Canada

7 any 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

8 any liability which is insured by or would but for the existence of this Section be insured by any other policy except in respect of any excess beyond the amount payable under such other section had this insurance not been effected

9 liability arising from or as a consequence of any breach of professional duty or any error or omission in any medical advice, examination, prescription or treatment given by the Insured

10 liability caused by or arising from the making up, dispensing, sale, supply, prescription or exchange of any drugs, medicines, hypodermic needles or medical supplies or equipment of any kind

11 any liability in respect of Injury, loss or damage arising in connection with work on or travel to or from Offshore Installations

12 any 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

Section 4 – Liabilities continued

(This section only applies if stated in the Policy Schedule)

13 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

14 Any loss, damage, expense or liability howsoever arising out of a Cyber Event.

This Exclusion does not apply to:

- **i** Bodily injury, death, disease, illness, mental injury, mental anguish or nervous shock to any person
- **ii** False arrest, false imprisonment, false eviction or malicious prosecution of any person
- **iii** Loss of or damage to material property
- **iv** Nuisance, trespass, obstruction or interference with any right of way, light, air or water
- **v** Pollution or Contamination occurring other than in the United States of America or Canada, and 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

Subject otherwise to the terms, conditions and exclusion of this Policy.

For the purposes of this Exclusion the following Definitions apply:

Cyber Event means

- **a** any unauthorised Processing of Data by the Insured
- **b** any breach of laws and infringement of regulations pertaining to the maintenance or protection of Data
- **c** any Network Security Failure in the Insured's Sphere

Data includes but is not limited to Personal Data, facts, concepts and information, software or other coded instructions in a formalized manner useable for communications, interpretation or processing.

Personal Data means any information relating to an identified or Identifiable Natural Person.

An Identifiable Natural Person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

Processing means any operation or set of operations which is performed on Data or on sets of Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

Damage to Data means any loss, destruction or corruption of Data. Any Damage to Data of a Third Party by the Insured is not deemed to be a Cyber Event if there is not any Network Security Failure involved.

Section 4 – Liabilities continued

(This section only applies if stated in the Policy Schedule)

Insured's Sphere means any system or device leased, owned, operated, or lost by or which is made available or accessible to the Insured for the purpose of Processing Data.

Network Security Failure means any non-physical and technological failure of computer system security or other technological security measures leading to unauthorized access and/or theft of Data, loss of operational control of Data, transmission of virus or malicious code and/or denial of service.

15 any liability in respect of Injury to any Employee, director, partner or proprietor of the Insured arising out of and in the course of the employment or engagement of such person by the Insured

16 any liability caused by or arising from manual work, other than collection and delivery, carried out away from the Premises

17 liability in respect of Injury to any proprietor or partner of the Insured arising out of and in the course of the employment or engagement of such person by the Insured.

Section Conditions

The Policy Conditions of this Policy except 3, 4, 13 and 14 apply to this Section and in addition:

1 Compulsory Insurance Legislation
The indemnity granted by this Section in respect of Injury to any Employee is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to employees in the territories specified in Geographical Limits **a** but the Insured shall repay to the Insurer all sums paid by the Insurer which it would not have been liable to pay but for the provisions of such law.

2 Certificate of Employers' Liability
If this Policy or Section is cancelled any certificate of Employers' Liability insurance issued hereunder is similarly cancelled from the same date.

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Section 5 – Commercial Legal Expenses

(This section only applies if stated in the Policy Schedule)

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

- is first aware, or should have been aware of a dispute with a third party; or
- first becomes aware, or should have been aware, of a dispute with a third party relating to 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 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 Territorial 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 aware or should have been aware of a dispute with a third party.
- 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.
- for all cases involving possible changes to a statutory licence, the date when the Insured Person receives the decision of the relevant licensing authority informing them of their intention to suspend, revoke or alter the terms of the business licence.

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.

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Section 5 – Commercial Legal Expenses continued

(This section only applies if stated in the Policy Schedule)

Commercial Tenancy Agreement
An 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 lawful tenant 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.

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

HMRC
HM Revenue & Customs.

HMRC Investigation

a Tax Enquiry
A written notice of enquiry, issued by HMRC, to carry out an Income Tax or Corporation Tax compliance check which either:
i includes a request to examine any aspects of the Insured's books and records; or
ii advises of a check of the Insured's whole tax return

b VAT Disputes
A dispute with HMRC following the issue of an assessment, written decision or notice of a civil penalty relating to the Insured's VAT affairs

c Employer Compliance Dispute
A dispute with HMRC concerning the Insured's compliance with Pay As You Earn, national insurance contributions or Construction Industry Scheme.

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 and any of its subsidiary companies.

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 Territorial 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 and cannot be recovered from the court. 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.

Section 5 – Commercial Legal Expenses continued

(This section only applies if stated in the Policy Schedule)

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.

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.

Section 5 – Commercial Legal Expenses continued

(This section only applies if stated in the Policy Schedule)

Residential Tenancy Agreement
An assured tenancy agreement in writing, as defined in the Housing Act 1988, under which the Insured lets the Premises to a Residential Tenant in connection with the Business and in return for the payment of rent.

Residential Tenant
The tenant named in the Residential Tenancy Agreement who occupies the Premises for residential purposes.

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.

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

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

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 Territorial 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 the Limit of Indemnity shown on the Schedule.

Section 5 – Commercial Legal Expenses continued

(This section only applies if stated in the Policy Schedule)

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 Territorial 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 Insured Person first became aware or should have been aware of the dispute, and reported this 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; and
d for breach of Residential Tenancy Agreement only, the Insured has consulted with and followed the advice of Lawphone Legal Helpline, another solicitor or a suitably qualified person as soon as the Insured is aware they wish to pursue a claim to enforce their legal rights.

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 cause, event or circumstance occurring prior to or existing at the inception or on or after the renewal of this Section and which the Insured Person knew, or ought to have known, may give rise to a Claim by or against the Insured Person.

2 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 (including redundancy), an Employee. The Insured should be able to evidence that advice received has been followed.

3 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.

4 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.

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Section 5 – Commercial Legal Expenses continued

(This section only applies if stated in the Policy Schedule)

5 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.

6 Any claim relating to or arising from the following alleged activities:

- **i** Fraud, money laundering, bribery offences, breaches of international sanctions, theft or other dishonest activities; or
- **ii** Offences against another person including but not limited to violence or sexual offences; or
- **iii** Criminal proceedings relating to the manufacture, distribution or use of weapons, alcohol, drugs, indecent or obscene materials; or
- **iv** Any enquiry, investigation or criminal proceedings by HMRC into alleged dishonest or alleged criminal activities; or
- **v** Pollution

7 For all matters relating to statutory licences there is no cover for:

- **i** Any claim or 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 claim or appeal following a hearing the Insured Person knew about, or should reasonably have known about, before this Section commenced; or
- **iii** Any claim or appeal against a decision involving a statutory licence in respect of which the Insured Person has made an appeal in the 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.

8 The pursuit by the Insured of an Undisputed Debt.

9 Commercial Tenancy Agreements, Residential Tenancy or leasehold Agreements where the dispute

- **i** relates to service charges, tax, planning or building regulations or decisions; or
- **ii** relates to the renewal of a Commercial Tenancy Agreement or Residential Tenancy or leasehold Agreements; 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.

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Section 5 – Commercial Legal Expenses continued

(This section only applies if stated in the Policy Schedule)

10 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.

11 An enquiry under Public Notice 160 or Section 60 of the VAT Act 1994.

12 Any matter concerning IR35 legislation.

13 Any dispute concerning computer hardware, software, systems or services designed or adapted specifically for the Business.

14 Any adjudication or arbitration whether formal or informal.

15 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.

16 An allegation of libel, slander or malicious falsehood including defamation or injury to reputation.

17 An application for a private prosecution, judicial review or other challenge to any legislation or proposed legislation or the decision of any public body.

18 Assignment, bailment, bills of exchange, credit, securities or guarantees.

19 Legal Expenses, Awards of Compensation, Data Protection Compensation Awards, Jury Service Allowance or Witness Attendance Allowance incurred without the Insurer's prior written Consent.

20 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.

21 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.

22 Any dispute between individuals comprising the Insured or with any subsidiary, parent or associated company of the Insured including any dispute with an existing or former employee, director or shareholder or arising from a shareholding agreement, a partnership agreement or a trust.

23 Patents, copyrights, trademarks, merchandise marks, registered designs or other intellectual property, breach of secrecy or confidentiality, passing off actions or restrictive covenants.

24 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.

25 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.

26 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.

27 Any HMRC enquiry which is not shown in the definition of HMRC Investigation.

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Section 5 – Commercial Legal Expenses continued

(This section only applies if stated in the Policy Schedule)

28 Any dispute arising out of the amount payable under an insurance policy.

29 Any dispute arising out of damage caused to motor vehicles.

30 Any dispute relating to the eviction of persons who are not Tenants from the Insured's Property or the repair of damage to the Insured's Property from persons who have been evicted and are not Tenants.

31 Any Residential Tenancy claim where the Insured has not followed Claims Process Condition 1 Important procedure for Breach of Residential Tenancy Agreement.

32 Any Residential Tenancy claim where the Insured has not complied with all relevant legislation placed on landlords or where a written Residential Tenancy Agreement is not in place.

33 Residential Tenancy disputes where the Residential Tenant is a sub-let or part of a multi-occupation.

34 Any Residential Tenancy claims where the Insured or the Insured's agent are in breach of Section 213 of the Housing Act 2004 in relation to the deposit.

35 Any Residential Tenancy disputes where the Insured has not obtained satisfactory credit references for the tenant or a guarantor.

36 Any Claim in respect of which the Insured Person is entitled to an indemnity or contribution under any other Section of this Policy.

37 Any dispute with Allianz Insurance plc or any of its subsidiary companies.

38 Any matter involving the defence of a personal or bodily injury claim (including psychiatric injury or stress).

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 Territorial Limits.

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.

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Section 5 – Commercial Legal Expenses continued

(This section only applies if stated in the Policy Schedule)

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 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 7 days after receipt of the summons by the Insured.

Important procedure for breach of Residential Tenancy Agreements
If the Insured believes the Residential Tenancy Agreement has been breached, and the Insured wants to pursue a claim to enforce their legal rights, it is a condition precedent to the Insurer's liability that the Insured contact Lawphone prior to contacting or appointing a solicitor. The Insurer will appoint a legal Representative for all claims relating to breach of Residential Tenancy Agreements.

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.

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.

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Section 5 – Commercial Legal Expenses continued

(This section only applies if stated in the Policy Schedule)

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.

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.

Section 5 – Commercial Legal Expenses continued

(This section only applies if stated in the Policy Schedule)

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.

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

Section 5 – Commercial Legal Expenses continued

(This section only applies if stated in the Policy Schedule)

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.

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.

Section 5 – Commercial Legal Expenses continued

(This section only applies if stated in the Policy Schedule)

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.

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 Insurance plc
PO Box 5290
Worthing
BN11 9TB

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

Email: **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.

Section 5 – Commercial Legal Expenses continued

(This section only applies if stated in the Policy Schedule)

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 Jackson Boyd 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 6171**

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. 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.

Section 5 – Commercial Legal Expenses continued

(This section only applies if stated in the Policy Schedule)

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 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 6 – Buildings

(This section only applies if stated in the Policy Schedule)

Definitions

Property Insured
The Buildings situated at the Premises shown in the Schedule including walls, gates and fences.

Sum Insured

a The Insurer's liability under this Section is limited to the Sums Insured shown in the Schedule.
b Index Linking

- **i** The Sums Insured will be adjusted each month by the percentage change in the General Building Cost Index issued by the Building Cost Information Service of the Royal Institute of Chartered Surveyors (or some other suitable Index decided by the Insurer).
- **ii** Additional premium will not be charged on such adjustments during the Period of Insurance. The renewal premium will be calculated on the adjusted Sum Insured applying on the last day of the month 3 months before renewal month.
- **iii** In the event of insured Damage the monthly Index Linking adjustments will continue during the period between the date of the Damage and the completion of repair or replacement, provided that the Insured takes all reasonable steps to have the repair or replacement carried out without delay. The period of Index Linking adjustments after Damage is limited to one year.

Cover

The Insurer will indemnify the Insured up to the Sum Insured in respect of Damage to the Property Insured by any cause not excluded, occurring during the Period of Insurance.

The amount payable shall be the cost actually incurred of repair or replacement, with no deduction for wear and tear or depreciation, provided:

1 the Sum Insured is adequate to pay for rebuilding all the Property Insured and
2 repair or replacement is carried out without delay.

If the Sum Insured is inadequate at the time of the Damage, the amount payable shall be the cost of repairs or replacement less a deduction for wear and tear.
If repair or replacement is not carried out, the amount payable shall be the reduction in market value resulting from the Damage but not exceeding what it would have cost to repair or replace if this had been carried out without delay.

Extensions

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

Cover under this Section includes:

1 Underground Services
The cost of repairing accidental damage to underground water, gas, sewer, drain or fuel pipes and underground electricity or telephone cables.

2 Rent
Rent which ceases to be paid to or be payable by the Insured following Damage to the Property Insured by this Section excluding any amount exceeding 10% of the Sum Insured shown in the Schedule.

3 Architects, Surveyors and Other Fees
Architects, surveyors, consulting engineers and legal fees necessarily and reasonably incurred in connection with the repair or replacement of the damaged parts of the Property Insured excluding fees for preparing any claim.

4 Removal of Debris
The cost of removing debris, demolishing, shoring up or propping of the damaged parts of the Property Insured on the site and the area immediately adjacent necessarily incurred with the Insurer's consent excluding:

a costs incurred in connection with or on any other property
b costs arising from pollution or contamination of property not insured by this Section.

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Section 6 – Buildings continued

(This section only applies if stated in the Policy Schedule)

5 Statutory or Local Authority Costs
Any additional cost of repairing or replacing the damaged parts of the Property Insured incurred solely to comply with any statutory requirement or local authority bye-law excluding any cost arising from a notice served upon the Insured prior to the date of the Damage.

6 Benefit for the Contracting Purchaser
When the Insured contracts to sell their interest in the Property Insured the contracting purchaser who completes the purchase and their mortgagees shall have the benefit of the insurance by this Section. The benefits shall be up to the date of completion during the currency of this Section and provided the Property Insured is not otherwise insured. The benefit shall also be without prejudice to the rights and liabilities of the Insured or the Insurer.

7 Alterations and Additions
To the extent that they are not otherwise insured:

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

within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands, for no more than 15% of the Sum Insured for each item covered, or £200,000 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.

Section Exclusions

The Policy Exclusions of this Policy except 9 and 10 apply to this Section and in addition it does not cover:

1 the first £300 of every claim in respect of each separate Premises

2 Damage to:

- **a** moveable property in the open or gates or fences by wind, rain, hail, sleet, snow, flood or dust
- **b** land, roads or pavements
- **c** sculptures and other works of art
- **d** decorated and lettered glass, shop and showroom windows of plate, float or armoured glass, external fixed and hanging signs

3 Damage caused by or arising from:

- **a** frost, landslip, coastal erosion, subsidence, ground heave, settlement, wear and tear
- **b** rot, mildew, rust, corrosion
- **c** insects, woodworm, vermin
- **d** dyeing, cleaning, repair, renovation
- **e** faulty manipulation, design, plan, specification or materials
- **f** gradual deterioration, market depreciation
- **g** cracking, fracturing, collapse or overheating of boilers, economisers, vessels, tubes or pipes, nipple leakage and/or the failure of welds of boilers
- **h** consequential loss of any kind except for Extension 2 - Rent
- **i** bursting, overflowing, discharging or leaking of water tanks, apparatus or pipes when the Property Insured is empty or disused.
- **j** Damage caused by or consisting of acts of fraud or dishonesty by any partner director or employee of the Insured but the Insurer will pay for such Damage not otherwise excluded which itself results from an Event

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Section 6 – Buildings continued

(This section only applies if stated in the Policy Schedule)

4 Damage to any Property:

- **a** caused by fire, resulting from its undergoing any heating process or process involving the application of heat
- **b** resulting from its undergoing any process of production, packing, treatment, testing, commissioning, service or repair, but the Insurer will pay for such Damage caused by fire or explosion

5 Damage to:

- **a** vehicles licensed for road use (including accessories on them), caravans, trailers, railway locomotives, rolling stock, watercraft or aircraft
- **b** Property or structures in course of construction or erection and materials or supplies in connection with all such Property or structures
- **c** land, pier, jetties, bridges, culverts or excavations
- **d** livestock, growing crops or trees

but the Insurer will pay for such property specifically described in the Schedule

6 Damage occasioned by nationalisation, confiscation, requisition, seizure or destruction by the Government or any public authority

7 Damage to automated teller machines (ATM).

Section Conditions

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

1 Felt Roof

If any Building has a felt roof where the mineral felt surface has not been replaced for 10 years, then it is a condition precedent to the Insurer's liability for Damage that the felt roof is inspected annually by a competent roofing contractor prior to the month of October each year and evidence of such inspection and any remedial work following such inspection shall be kept and produced if requested by the Insurer.

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Section 7 – Additional Computer Cover

(This section only applies if stated in the Policy Schedule)

Definitions

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

Indemnity Period
The period beginning with the discovery of erasure, distortion or corruption and ending within the number of months shown in the Schedule.

Cover

The Insurer will indemnify the Insured up to the Sums Insured shown in the Schedule in respect of:

A Damage to Computer Equipment
Damage to Computer Equipment by its own overrunning, excessive pressure, short circuiting, mechanical breakdown, failure, derangement or self-heating directly caused by:

- **i** accidental failure of electricity or telecommunication services
- **ii** denial of access as a result of Damage in the vicinity of the Insured's Premises.

B Accidental and Malicious Erasure
The cost of repurchasing or reinstating software programs or data information used with the Computer Equipment following accidental or malicious erasure, distortion or corruption of the program or information arising from Damage as specified in A. Damage to Computer Equipment which occurs during the Period of Insurance and is discovered within 12 months of its occurrence.

C Increased Cost of Working
Additional expenditure necessarily and reasonably incurred by the Insured during the Indemnity Period for the sole purpose of avoiding or diminishing interruption of or interference with the Business which but for such expenditure would have taken place in consequence of B. Accidental and Malicious Erasure, less any sum saved during the Indemnity Period in respect of business expenses and charges which cease or are reduced.

Basis of Settlement – Reinstatement
In the event of Damage to Computer Equipment the basis upon which the amount payable is to be calculated shall be the Reinstatement of the property or part thereof. Reinstatement shall mean:

- **A** the cost of repair or replacement of the lost or damaged part of the property to a condition equal to but not better or more extensive than its condition when new. When replacement parts are not available from the manufacturers or their agents, the Insurer's liability shall be limited to the cost of an equivalent repair to similar property of current manufacture
- **B** where the property is lost or in the opinion of the Insurer damaged beyond repair its replacement by new property of equal specification. Where property of equal specification is not available the Insurer will pay for similar replacement property with the nearest higher specification. Replacement should be carried out in this way with reasonable dispatch. No payment will be made until the cost is actually incurred.

If at the time of Reinstatement the sum representing 85% of the cost which would have been incurred in reinstating the whole of the property exceeds the value of the property shown in the Schedule then the Insured shall be their own insurer for the difference and shall bear a proportionate amount of the loss accordingly.

Section 7 – Additional Computer Cover continued

(This section only applies if stated in the Policy Schedule)

Extensions

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

Auditor's Fees
Cover C. Increased Cost of Working is extended to include reasonable fees payable by the Insured to their auditors for producing the particulars of any claim as may be required by Policy Condition 6 of this Policy.

Section Exclusions

The Policy Exclusions of this Policy except 9 to 11 apply to this Section and in addition it does not cover:

1 **Maintenance/Faulty Workmanship**
Loss due to or resulting from:

- **a** maintenance and/or replacement of consumables
- **b** scratching of painted or polished surfaces.

2 **Wear and Tear**
Wear and tear, erosion, corrosion or other deterioration caused by, or naturally resulting from, ordinary work, use or exposure.

3 **Heat Application**
Damage to any property occasioned by its undergoing any process involving the application of heat.

4 **Warranty Guarantee or Maintenance Agreement**
Damage, costs or expenses recoverable by the Insured under the terms of any warranty, guarantee or maintenance contract.

5 **Utilities**
Additional expenditure incurred following:

- **a** failure of the public supply of electricity due to the deliberate act of the supply authority or the exercise by the supply authority of its power to withhold or restrict supply unless necessitated by the need to safeguard life or protect a part of the supply authority's system
- **b** failure of the telecommunication company's landlines due to:
  - **i** a deliberate act to withhold or restrict access to the system
  - **ii** industrial action by the telecommunication company's employees
  - **iii** use of non-approved equipment.

6 **Excess**
The first £100 of each claim in respect of each separate Premises.

7 **Cyber Event**

- **a** Loss, destruction, distortion, erasure, corruption, alteration, theft or other dishonest, criminal, fraudulent or unauthorised manipulation of, or damage to, Electronic and Digital Data from any cause whatsoever (including, but not limited, to Computer Attack) or loss of use, reduction in functionality, loss, cost, expense and/or fee of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss or damage.

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Section 7 – Additional Computer Cover continued

(This section only applies if stated in the Policy Schedule)

b However, in the event that an insured event excluding riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances or civil commotion or malicious persons results from any of the matters described in a. above, this Policy, subject to all its terms, provisions, conditions, exclusions and limitations, will cover a direct physical damage and/or a consequential loss therefrom occurring during the Period of Insurance to property insured by this Policy directly caused by such insured event to the extent covered and not otherwise excluded under this Policy.

For the purposes of this Exclusion:

Electronic and Digital Data means data of any kind including, but not limited to, facts, concepts, or other information in a form useable by computers or other electronic or electromagnetic data processing equipment.

Electronic and Digital Data shall also include computer software and all other coded instructions for the processing or manipulation of data on any equipment.

Section Conditions

The Policy Conditions of this Policy except 13 and 14 apply to this Section and in addition:

1 Duplicate Programs/Data

The Insured shall keep and maintain at regular intervals duplicate copies of all software programs and data information.

2 Storage of Software/Data Materials

The Insured shall store all software/data materials, discs and tapes in a safe place in accordance with the manufacturer's recommendations.

3 Additional Claims Conditions

a The Insurer may at its option repair, reinstate or replace what is Damaged or pay for the Damage in money

b The Insurer shall not be liable for the cost of any repairs undertaken without its written consent except in urgent cases where it has been necessary to put minor repairs in hand provided that:

i the requirements of Policy Condition 6 have been complied with

ii the repairs are carried out to the satisfaction of the Insurer

iii any parts replaced are kept for inspection by the Insurer.

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Section 8 – Terrorism

(This section only applies if stated in the Policy Schedule)

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 8 – Terrorism continued

(This section only applies if stated in the Policy Schedule)

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.

Section 8 – Terrorism continued

(This section only applies if stated in the Policy Schedule)

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
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 8 – Terrorism continued

(This section only applies if stated in the Policy Schedule)

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

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.

Section 8 – Terrorism continued

(This section only applies if stated in the Policy Schedule)

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

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 Markel Tax a trading division of Markel 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.

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Additional Benefits continued

Allianz Legal Online

As part of the Commercial Legal Expenses facility the Insured has access to extensive online business support via Allianz Legal Online.

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.

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 email them at 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 Insurer shall not be liable to the Insured 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 (England)
enquiries@businesssupporthelpline.org
Telephone: **0800 998 1098**
Monday to Friday, 9am to 6pm
(except bank holidays)

Wales:
Business Wales Helpline
Telephone: **0300 060 3000**
Monday to Friday, 8.30am to 5.30pm
(except bank holidays)

Scotland:
Find Business Support Scotland
Telephone: **0300 303 0660**
Textphone: **0800 023 2071**
Monday to Friday, 8.30am to 5.30pm
(except bank holidays)

Support and advice can also be obtained through the GOV.UK website at gov.uk/business-support-helpline.

Additional Benefits continued

Business Risk Support
We're here to help you manage the risks to business, employees and customers.

Resources include:

- business risk support guides on key topics
- access to discounted preferred suppliers
- template forms and checklists to manage hazards
- insight covering the latest emerging risks.

Available at allianz.co.uk/business-risk-support.

Privacy Notice Summary

Allianz Insurance plc (we/our/us) is part of the Allianz Group which includes insurance companies, insurance brokers and other companies owned by the Allianz Group. More information can be found at allianz.co.uk/about-allianz/our-organisation.

Allianz Insurance plc is the data controller of any personal information given to us about you or other people (you/your) named on the policy schedule, quote or claim. It is your responsibility to let any named person know about who we are and how this information will be processed.

Under data protection law, you have rights we need to make you aware of. The rights available to you depend on our reason for processing your information.

You have the right to:

- access the personal information we hold about you;
- correct personal information you think is inaccurate or to update information you think is incomplete;
- have personal information deleted in certain circumstances;
- restrict the processing personal information, under certain circumstances;
- receive personal information in a portable format. This only applies to information you have provided to us;
- object to us processing personal information, under certain circumstances;
- withdraw consent or update your marketing permissions at any time;
- make a complaint if you feel your personal information has been mishandled.

You can also ask us to review an automated decision.

If you have any questions about how we use your personal information, view our privacy notice at allianz.co.uk/privacy-notice.

If you don't have access you can write to us as at:

Data Rights,
PO Box 5291,
Worthing,
BN11 9TD

or via email at datarights@allianz.co.uk.

You can also contact our Data Protection Officer:

Data Protection Officer,
PO Box 5291,
Worthing,
BN11 9TD

or via email at dataprotectionofficer@allianz.co.uk.

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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 Employers' Liability Insurance: Disclosure by Insurers Instrument 2011.

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.

Allianz Insurance plc.
Registered in England number 84638
Registered office: 57 Ladymead, Guildford,
Surrey GU1 1DB, United Kingdom.

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the Prudential Regulation Authority.

Financial Services Register number 121849.

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