



CARE HOME INSURANCE POLICY WORDING



A partnership you can trust



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INTRODUCTION

Welcome to Aviva.

This is Your insurance policy which sets out Your insurance protection in detail.

Your premium has been calculated on the basis and extent of cover You have selected which is specified in the schedule, the information You have provided and the declaration You have made.

Please read the policy and the schedule carefully to ensure that the cover meets Your requirements.

Please tell Us immediately if You have any questions, if the cover does not meet Your needs, or any part of Your insurance documentation is incorrect.

IMPORTANT INFORMATION

This insurance is administered by Accuro Underwriting, a trading name for the specialist underwriting division of Aldium Insurance Services Ltd, on behalf of Insurers.

The Insurers are

Markel Legal Expenses Insurance in respect of Section 12 Legal Expenses.

Markel (UK) Limited in respect of Section 13 Directors and Officers.

Markel Legal Expenses Insurance is a trading name of Markel International Insurance Company, registered in England and Wales No; 00966670. VAT number: 245 7363 49. Registered address, 20 Fenchurch Street, London EC3M 3AZ. Markel Corporation is the ultimate holding company for Markel International Insurance Company Limited.

Markel International Insurance Company is authorised by the Prudential Regulatory Authority and regulated by the Financial Conduct Authority and the Prudential Regulatory Authority. Financial Services Register Number 202570.

Aviva Insurance Limited in respect of all other Sections.

Aviva Insurance Limited. Registered in Scotland No. 2116. Registered Office: Pitheavlis, Perth PH2 0NH. Authorised by the Prudential Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

Please read the following Important information relating to Your Policy

Choice of law

The appropriate law as set out below will apply unless You and the insurer agree otherwise.

1. The law applying in that part of the United Kingdom, Channel Islands or Isle of Man in which You, The Policyholder, normally live or (if applicable) the first named policyholder normally lives
or
2. In the case of a business, the law applying in that part of the United Kingdom, Channel Islands or Isle of Man where it has its principal place of business
or
3. Should neither of the above be applicable, the law of England and Wales will apply.

Choice of language

The terms and conditions of this Policy and all other information concerning this insurance are communicated to You in the English language and We undertake to communicate in this language for the duration of the Policy.

Financial Services Compensation Scheme

We are members of the Financial Services Compensation Scheme (FSCS).

You may be entitled to compensation from this scheme if we cannot meet our obligations, depending on the type of insurance and the circumstances of Your claim.

Further information about the scheme is available from the FSCS website www.fscs.org.uk

Customers with Disabilities

This Policy and associated documentation are available in large print, audio and braille.

If You require any of these formats, please contact Your insurance intermediary.

CONTACT DETAILS FOR CLAIMS AND HELP

Services Provided by Aviva

As an Aviva customer, You can access additional services to help You keep Your business running smoothly. For our joint protection telephone calls may be recorded and/or monitored.

Legal & Tax Helpline – 0345 300 1899

Call this helpline anytime, day or night, for advice on legal or tax matters in the United Kingdom. Given in confidence, You pay for just the cost of the call.

Risk Solutions Helpline – 0345 366 6666

Call for advice on safety, fire, security and other issues that can affect your business. Most enquiries can be dealt with over the telephone, but if We can't give You an immediate answer, We will deal with Your enquiry within one working day. This service is available during office hours with an answering service outside these times.

You can access Aviva's Online Knowledge Store which contains over 200 useful risk management fact sheets and templates. Some of the advice available is particularly relevant to You. You can access the Knowledge Store by visiting <http://www.aviva.co.uk/yourbusiness/risk-management/>.

We have also secured discounts from a number of carefully vetted risk management providers to help You protect Your business. Some of these services are particularly relevant to Your sector. Please contact Your Insurance Adviser to discuss what is available to You as an Aviva policyholder.

Counselling Service Helpline – 0117 934 0105

This is a confidential service available to your staff to help deal with personal issues such as bereavement, divorce, the threat of violence in the workplace and bullying at work.

Cut Red Tape Website

This is Aviva's website offering many tools and resources to help you manage your business effectively. You'll get access to

- over 700 legal and business guides across HR, sales and marketing, finance, technology, law and risk management
- easy to use templates to build legal documents including employee contracts, health and safety policies, dismissal letters
- discounts on Legal Services
- email alerts on changes in law, legislation and regulation.

To register, please visit www.cutredtape.co.uk and use the voucher code CRTAVIVA for discounts on a range of legal documents and services.

Services provided by Markel

Commercial Legal Protection – provided by Markel Legal Expenses

Your Policy provides access to a 24/7 - year-round telephone advice line. This service provides advice on general legal matters on the law which applies in the UK.

You can also get advice on tax, crisis management and health and safety matters in the UK by calling the same number 9-5 Monday to Friday (excluding public holidays).

In addition, Your Policy provides Your Employees with access to a 24/7-year-round stress counselling line.

The telephone number to call is **0345 013 3171**

To complement the legal advice line, You have access to the Markel Law Hub, an online resource of expert legal and business guides, templates and content, provided by Markel Law LLP. This covers everyday legal issues around employment, health and safety, trading and contracts, cyber and data, debt and insolvency and business law resources.

To access, visit markellaw.co.uk and click the Markel Law Hub tab to log in using Your policy number/token code which can be found in Your Policy Schedule

CONTACT DETAILS FOR CLAIMS AND HELP\continued...

Claims Service

To make a claim under Section 12 Legal Expenses:

If You need to make a claim or let us know about a situation that could lead to a claim, You should contact us as soon as possible providing Your policy number and brief details of the circumstances by calling 0345 350 1099 or by writing to/emailing us using the details below:

The Claims Department
Markel Legal Expenses Insurance
20 Fenchurch Street
London
EC3M 3AZ

LEIclaimsuk@markel.com

To make a claim under Section 13 Directors and Officers Cover:

If You need to make a claim or let us know about a situation that could lead to a claim, You should contact us as soon as possible providing Your policy number and brief details of the circumstances by calling 0345 355 2227 or by writing to/emailing us using the details below:

Markel (UK) Limited,
Verity House,
6 Canal Wharf,
Leeds
LS11 5AS,

claimsuk@markelintl.com

To make a claim under any other Section

Please call Aviva's 24 hour, 365 days a year claims line which will provide You with emergency assistance whenever it is required. When we know about Your problem, we will start to put the solutions in place.

Claims Service Line - 0800 015 1498

Telephone Call Charges and Recording

Calls to 0800 numbers from UK landlines and mobiles are free. The cost of calls to 03 prefixed numbers are charged at national call rates (charges may vary dependent on your network provider) and are usually included in inclusive minute plans from landlines and mobiles. For our joint protection telephone calls may be recorded and/or monitored.

COMPLAINTS PROCEDURE

Our Promise of Service

Our goal is to give excellent service to all our customers, but we recognise that things do go wrong occasionally. We take all complaints we receive seriously and aim to resolve all our customers' problems promptly. To ensure that We provide the kind of service You expect we welcome Your feedback. We will record and analyse your comments to make sure We continually improve the service We offer.

What will happen if you complain

- We will acknowledge your complaint promptly
- We aim to resolve all complaints as quickly as possible

Most of Our customers' concerns can be resolved quickly but occasionally more detailed enquiries are needed. If this is likely, We will contact You with an update within 10 working days of receipt and give You an expected date of response.

What to do if you are unhappy

If You are unhappy with any aspect of the handling of Your insurance, We would encourage You, in the first instance, to seek resolution by contacting Your insurance adviser. You can write or telephone, whichever suits You, and ask Your contact to review the problem.

In respect of Section 12 - Legal Expenses if you are not satisfied with any part of our service then you should contact us and we will do our best to resolve the problem. You can contact us at the following: The Customer Services Manager Markel Legal Expenses Insurance 20 Fenchurch Street London EC3M 3AZ Tel: 0345 350 1099 Email: LEIcomplaintsuk@markel.com

The telephone legal advice is provided by Markel Law LLP and can advise on general UK law. Markel Law LLP make no additional charge for providing these telephone services.

Markel Law LLP is authorised and regulated by the Solicitors' Regulation Authority ("SRA") under SRA number 459781 and is part of the Markel group of companies.

If you have a complaint about these telephone legal advice services you should contact The Director of Compliance, Markel Law LLP, The Observatory, Chapel Walks, Manchester M2 1HL who will provide details of the complaints procedure, including details of how the complaint will be dealt with internally and if required, by the Legal Ombudsman. For complaints about any other advice given then you should contact us using the details in Important information – How to make a complaint and we will do our best to resolve the problem.

If You are unhappy with the outcome of Your complaint You may refer the matter to the Financial Ombudsman Service at

The Financial Ombudsman Service

Exchange Tower

London

E14 9SR

Telephone: 0800 023 4567 (free from landlines)

or

0300 123 9123.

Website: www.financial-ombudsman.org.uk.

Whilst We are bound by the decision of the Financial Ombudsman, You are not. Following the complaints procedure does not affect Your right to take legal action.

THE CONTRACT OF INSURANCE

Your Policy wording, the information You have provided and/or the application form, the statement of fact, the Policy Schedule, or notice issued by Us at renewal and any endorsement together form the contract of insurance between Us and You and must be read together.

In return for You having paid or agreed to pay the premium, We will provide the cover set out in this Policy, to the extent of and subject to the terms contained in or endorsed on this Policy.

Important

This Policy is a legal contract. You must tell Us about any material circumstances which affect Your insurance, and which have occurred either since the policy started or since the last renewal date.

A circumstance is material if it would influence Our judgement in determining whether to provide the cover and, if so, on what terms.

If You are not sure whether a circumstance is material, ask Your insurance adviser. If You fail to tell Us, it could affect the extent of cover provided under the policy.

You should keep a written record (including copies of letters) of any information You give Us or Your insurance adviser when You renew this policy.

Breach of Term

We agree that where there has been a breach of any term (express or implied) which would otherwise result in Us automatically being discharged from any liability, then such a breach shall result in any liability We might have under this policy being suspended. Such a suspension will apply only from the date and time at which the breach occurred and up until the date and time at which the breach is remedied. This means that We will have no liability in respect of any loss occurring, or attributable to something happening, during the period of suspension.

Terms not relevant to the actual loss

Where there has been non-compliance with any term (express or implied) of this Policy, other than a term that defines the risk as a whole, and compliance with such term would tend to reduce the risk of

- loss of a particular kind, and/or
- loss at a particular location, and/or
- loss at a particular time,

then We agree that We may not rely on the non-compliance to exclude, limit or discharge Our liability under this policy if You show that non-compliance with the term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

POLICY DEFINITIONS

The following words and/or phrases as defined herein have the same meaning throughout this Policy unless We state otherwise. A defined word or phrase will start with a capital letter each time it appears in the policy, for example, Employee, except when used in the sections of this policy headed 'Introduction', 'Contents', 'Contact details for claims and help', 'Complaints Procedure' and 'Important Information' and in headings and titles

Each Section of the policy contains definitions which apply to that particular Section and they must be read in conjunction with the following policy definitions.

These definitions do not apply to the Legal Expenses section. A separate set of definitions apply to this section of cover which can be found at the start of the Legal Expenses section of the policy.

Bodily Injury	Bodily injury including death, illness, disease or nervous shock.
Buildings	All the following owned by You or for which You are legally liable <ul style="list-style-type: none">• the main structure(s) as declared to Us• outbuildings, extensions, annexes and gangways• Storage Buildings• swimming pools• walls, fences and gates• yards, car parks, driveways, pavements and patios• external Signs and floodlights• fixed Plant and Machinery• fixed Pressure Plant
Business	As described in the Policy Schedules and including <ul style="list-style-type: none">• the provision, operation and management of canteen, social, sports, educational and welfare activities for the benefit of Your Employees• Your first aid, fire, security and ambulance services the ownership, use and upkeep of the Premises• upkeep of vehicles and plant which are owned and used by You• Your participation in exhibitions.• Private work by any Employee, with Your prior consent, for You or for any director, partner or Employee of Yours.
Business Contents	All the following owned by You or for which You are legally liable <ul style="list-style-type: none">• tenants' improvements and decorations• stock & materials in trade including controlled drugs, vaccines and medicines• trade contents, furniture, fixtures, fittings, business machines and appliances belonging to You• business books and documents belonging to You but only for the value of the materials together with the reproduction costs but excluding the value of the information to You• clothing and personal effects belonging to any Key Person or Employee up to £1000 any one claim• unfixed Plant and Machinery• unfixed Pressure Plant
Computer & Electronic Equipment	All the following owned by You or for which You are legally liable <ul style="list-style-type: none">• All computers, computer installations and systems, microchips, integrated circuits, microprocessors, embedded systems, hardware and any electronic equipment, data processing equipment, information repository, telecommunication equipment, computer controlled or programmed machinery, equipment capable of processing data and/or similar devices, whether physically or remotely connected thereto.
Contractors	Any person or organisation with whom You have contracted to provide goods or services in connection with the Business.

Damage	Physical loss, physical damage or physical destruction
Data	All information which is (a) electronically stored or (b) electronically represented or (c) contained on any current and back-up disks, tapes or other materials or devices used for the storage of Data including but not limited to operating systems, records, programs, Software or firmware, code or series of instructions
Data Storage Materials	Any materials or devices used for the storage or representation of Data including but not limited to disks, tapes, CD-ROMS, DVDs, memory sticks, memory cards or other materials or devices which may or may not also constitute computer and electronic equipment
Employee	Any person <ul style="list-style-type: none"> • who has entered into a or works under a contract of service or apprenticeship with You • employed by You on a labour only basis • who is hired to or borrowed by You • supplied to You under a contract or agreement, the terms of which deem such person to be in Your employment for the duration of that contract or agreement • working for You under a work experience or Youth training scheme • working for You as a volunteer
Excess	The amount or amounts shown in the Policy Schedule or Policy Wording which You must bear for each and every claim.
Failure	Any partial or complete reduction in the performance or availability or functionality or ability to recognise or process any date or time, of any Computer and Electronic Equipment, electronic means of communication or website.
Geographical Limits	Great Britain, Northern Ireland, the Isle of Man or the Channel Islands
Glass	All fixed external and internal glass at the Premises including <ul style="list-style-type: none"> • any lettering on the glass damaged at the same time as the glass but limited to £250 • glass framework damaged at the same time
Indemnity Period	This definition only applies to Section 9 – Business Interruption. Where the Insured Event is Material Damage, this shall be the period beginning with the occurrence of the Insured Event and lasting thereafter, no longer than the period as stated in the Policy Schedule.
Key Person	Any owner, proprietor, partner, director or trustee of the Insured.
Loss of Data	Physical or electronic or other loss or destruction or alteration or loss of use, whether permanent or temporary, of or damage to Data, of whatsoever nature, in whole or in part, including, but not limited to, Loss of Data resulting from loss or damage to Computer and Electronic Equipment or Data Storage Materials, including while stored on Data Storage Materials.
Period of Insurance	From the effective date until the expiry date shown in the Schedule or any subsequent period for which We accept payment for renewal of this policy
Plant and Machinery	All integral parts of any item of plant and machinery which operates under electrical and/or mechanical power and is ready for use in connection with the Business belonging to You and for which You are responsible excluding <ul style="list-style-type: none"> (a) <i>Pressure Plant</i> (b) <i>Computer Equipment and Data Storage Materials</i> (c) <i>Electronic Equipment</i>

Policy	The Policy consists of <ul style="list-style-type: none"> • the Statement of Fact • the Policy Booklet • the Policy Schedule(s) • Any endorsements applicable which must all be considered together as one contract
Policy Schedule	The document which specifies details of The Policyholder, the Premises, Property Insured, Sums Insured, Limits of Indemnity and any Excess(es), Endorsement and Conditions applying to this Policy
Portable Computers	(a) portable/laptop computers (b) tablet devices but not mobile phones
Premises	The premises as stated in The Schedule.
Pressure Plant	(a) boiler plant (b) plant subject to internal steam pressure (c) plant used to contain fluids under pressure or vacuum (d) piping associated with any of the above
Principal	Any person who is an owner, partner, director or trustee who is not also a member of staff in some other capacity
Property Insured	Varies according to and as stated in each of the (Assets) Sections of the Policy
Reinstate(ment)	Rebuilding, repair or restoration of the property damaged to a condition equivalent to or substantially the same as but not better or more extensive than its condition when new.
Replace	The replacement of the property lost, damaged or destroyed with the equivalent or Substantially the same as but not better of more extensive than the property being replaced Varies according to and as stated in each of the (Assets) Sections of the Policy
Resident(s)	A Service User(s) whose primary abode, at the time of circumstances giving rise to a claim, is the Premises.
Residents Effects	Clothing and personal effects belonging to any Resident(s) at the Premises <i>but excluding money, bankers' debit and credit cards.</i>
Revenue	The money paid or payable to You for the sale of consumables (less the net purchase price of said consumables) and for services rendered, including any rent payable whilst in the course of the Business at the Premises.
Service User(s)	A Person(s) registered with the appropriate authorities as receiving care from You.
Signs	All fixed internal and external signs at the Premises
Software	Programs and applications used to manage, and control functions of computers used in Connection with the Business including the capturing and storing Data.
Specified Items	Property specifically described in the Policy Schedule.
Storage Building	Any structure that does not form part of the main structure declared to Us that is <ul style="list-style-type: none"> – used solely for the purposes of storage – Constructed of brick, stone, concrete, metal or wood – Roofed with slates, tiles, concrete metal, wood, felt, asphalt, fibreglass or asbestos
Unoccupied	For the purposes of this insurance, the Premises are deemed to be Unoccupied at the point no Service User resides at the Premises.
Virus or Similar Mechanism	Program code, programming instruction or any set of instructions with the ability to damage, interfere with, or otherwise adversely affect Computer and Electronic Equipment or Data, whether involving self-replication or not, including but not limited to trojan horses, worms and logic bombs
We/Us/Our	The Insurers for the sections as stated in the Policy Schedule.
You, Your, the Insured, The Policyholder	The person, persons, company, companies, partnership, partnerships or unincorporated association, named in The Schedule as The Insured

OPERATIONAL REQUIREMENTS CONDITIONS

All these Conditions are precedent to liability, that is to say **You MUST** follow/comply with them as a failure to do so that relates to any relevant claim will entitle us to refuse to make any payment.

All Conditions have equal importance and there is no particular order other than alphabetical.

These conditions do not apply to the Legal Expenses section. A separate set of conditions apply to this section of cover which can be found towards the end of the Legal Expenses section of the policy.

Basement Usage

You must keep all non-fixed Business Contents kept in basements or cellars utilised for the purposes of storage or laundry on racks, shelving or pallets at least 15 cm above the floor.

Contractors

You must ensure that any Contractors undertaking any work at the Premises have insurance in place that

- (a) provides a Public Liability indemnity limit of not less than £5 million
 - (b) provides an Employers Liability indemnity limit of not less than £10 million
 - (c) is valid for the period they will be undertaking that work
 - (d) is valid for the work they are undertaking
- before that work is undertaken

In the event that any work involving the application of heat is to be undertaken, You must also

- (a) provide the contractor with a Hot Works Permit
 - (b) obtain written confirmation from the contractor that they will comply with the terms of that permit
- before that work is undertaken

You must keep evidence that You have complied with these requirements and provide Us with copies within 30 days of Our request.

Electrical Inspection

The Premises must have been inspected by an electrical contractor who is a member of the

- (a) National Council for Electrical Installation Contracting (NICEIC) or
- (b) Electrical Contractors Association (ECA) or
- (c) National Association of Professional Inspectors or Testers (NAPIT) or
- (d) the Electrical Contractors Association of Scotland (SELECT)

and will continue to be inspected at frequencies thereafter in accordance with The Electricity at Work Regulations 1989 and/or any subsequent and/or succeeding legislation and/or regulations.

Any faults revealed by such inspections must have been (or, in respect of future inspections, will be) rectified immediately.

You must keep evidence that You have complied with these requirements and provide Us with copies within 30 days of Our request.

Fire Alarm System

The fire alarm system must have been inspected by a competent professional contractor and will continue to be inspected at frequencies of not less than once a year

Any faults revealed by such inspections must have been (or, in respect of future inspections, will be) rectified immediately.

You must keep evidence that You have complied with these requirements and provide Us with copies within 30 days of Our request.

Fire Extinguishers

All fire extinguishers must be inspected annually by a suitable qualified contractor and any faults revealed must be rectified immediately.

You must keep evidence that You have complied with this requirement and provide Us with copies within 30 days of Our request.

Gutters

Gutters You must clear all gutters of vegetation and other debris at least once every 12 months.

You must keep evidence that You have complied with this requirement and provide Us with copies within 30 days of Our request.

Independent Service Providers	<p>You must ensure that any parties providing any kind of service at the Premises to Service Users in Your care and who are not employed directly by You or employed or contracted by the National Health Service have insurance in place that</p> <ul style="list-style-type: none"> (a) provides Public and Employers Liability insurance cover (b) is valid for the period they will be undertaking that work (c) is valid for the work they are undertaking <p>You must make all reasonable background checks that are appropriate to the service being provided including statutory checks as required by any appropriate regulator, local authority and/or similar authority with statutory powers.</p> <p>You must keep evidence that You have complied with these requirements and provide Us with copies within 30 days of Our request.</p>
Laundry Equipment Maintenance	<p>You must ensure that laundry equipment:</p> <ul style="list-style-type: none"> (a) is inspected and serviced in accordance with the manufacturer's guidelines and (b) a written record of all inspections and services is to be retained for a minimum of three years. <p>In addition in respect of tumble driers:</p> <p>Filters must be cleaned and all lint removed in accordance with the manufacturer's guidelines</p>
Maintenance Activities	<p>The following activities are excluded from the Policy when carried out by employees of the Insured</p> <ul style="list-style-type: none"> (a) Any work carried out at height exceeding 10 metres from ground and nearest flat secure surface (b) Any work involving the application of heat (c) Any work carried out beyond a depth of 3 metres (d) Any manual maintenance work away from the Premises listed on Your Schedule <p>Unless specifically agreed in writing by Us.</p>
Materials Storage	<p>You must ensure that all combustible materials, flammable substances, maintenance equipment and tools are stored safely, securely and away from all access points and designated emergency exit points.</p>
Medical Oxygen Storage	<p>You must ensure that all medical oxygen cylinders that are not being used are stored in a secure storage area which must:</p> <ul style="list-style-type: none"> (a) allow cylinders to be stored under cover, preferably enclosed and not subjected to extremes of temperature (b) be kept dry, clean and well ventilated (both top and bottom) (c) have good access for delivery vehicles and reasonably level floor areas (d) be large enough to allow for segregation of full and empty cylinders and permit separation of any other medical gases within the store (e) be totally separate from any non-medical cylinder storage areas (f) be sited away from storage areas containing highly flammable liquids and other combustible materials and any sources of heat or ignition (g) have warning notices posted prohibiting smoking and naked lights within the vicinity of the store (h) be secure enough to prevent theft and misuse <p>The layout of the storage area must:</p> <ul style="list-style-type: none"> (i) allow for strict stock rotation of full cylinders to enable the cylinders with the shortest expiry time to be used first (ii) allow large size cylinders (such as F, HX, ZX, G and J sizes) to be stored vertically on concrete floored pens (iii) allow small size cylinders (such as C, CD, D and E sizes) to be stored horizontally on shelves (made of a material that will not damage the surface of the cylinders)
Mental Health Act	<p>You must notify Us immediately of any Service User who becomes sectioned under any part of the Mental Health Act.</p>

Minimum Security

In order to prevent unauthorised entry to or exit from Buildings at the Premises You must ensure that:

- (a) windows are fitted with working window restrictors.
- (b) external entrance and or exit doors are secured with locks, bolts, or other suitable equivalent security devices

This condition does not apply to windows or doors operating as designated emergency exits.

Portable Appliance Testing

You must provide ensure that all portable electrical appliances have been tested by an electrical contractor who is a member of the

- (a) National Council for Electrical Installation Contracting (NICEIC) or
- (b) Electrical Contractors Association (ECA) or
- (c) National Association of Professional Inspectors or Testers (NAPIT) or
- (d) the Electrical Contractors Association of Scotland (SELECT)

at least once every 12 months

You must keep evidence that You have complied with these requirements and provide Us with copies within 30 days of Our request.

Portable Heaters

You must not use or operate any portable heating appliances anywhere on the Premises other than

- (a) electric fan heaters and/or
 - (b) oil filled radiators
-

Record Keeping

You must keep complete and detailed records relating to the Business, specifically including but not limited to:

- (a) purchase and sales
- (b) any accident or injury arising from or in connection with the Business
- (c) risk assessments

Any of these records held electronically shall be :

- (i) copied at least once a week and
 - (ii) media holding this copied data must be securely stored away from the Premises.
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SECTION 1 – BUILDINGS & CONTENTS

COVER	We will pay You in accordance with the Basis of Settlement if any of the Property Insured is lost, destroyed or damaged by an Insured Event
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PROPERTY INSURED	(a) Buildings (b) Business Contents (c) Residents Effects (d) Specified Items only whilst at the Premises insured
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BASIS OF SETTLEMENT – Reinstatement	<p>In the event of Damage to the Property Insured, <i>excluding any items on</i></p> <ul style="list-style-type: none">(i) stock and materials in trade,(ii) professional fees,(iii) debris removal,(iv) rent,(v) pedal cycles and personal effects,(vi) motor vehicles,(vii) Computer and Electronic Office Equipment, <p>the basis upon which We will calculate the amount We will pay in respect of any claim will be the reinstatement of the property lost, destroyed or damaged, subject to the following conditions</p> <ul style="list-style-type: none">(1) Where the Property Insured is<ul style="list-style-type: none">(a) lost or destroyed, We will pay for its rebuilding or replacement by similar property in a condition as good as, but not better or more extensive than, its condition when new.(b) damaged, We will pay for the replacement or repair of the damaged portion to a condition as good as, but not better or more extensive than, its condition when new.<p><i>However, We will not pay more than We would have done if the property has been completely destroyed.</i></p>(2) Where Computer and Electronic Office Equipment is insured by this Section and such property is<ul style="list-style-type: none">(a) lost or destroyed beyond economic repair, We will pay for its replacement by new Computer and Electronic Office Equipment of equal performance and/or capacity but if this is not possible, by Computer and Electronic Office Equipment with the nearest higher performance and/or capacity.(b) damaged, if an economic repair is possible, We will pay for the repair of the Computer and Electronic Office Equipment, to its condition when new. <i>However, We will not pay more than We would have done if Computer and Electronic Office Equipment had been completely destroyed.</i>(3) (1) and (2) above includes the costs necessary to comply with any<ul style="list-style-type: none">(a) European Union Legislation(b) Act of Parliament(c) Bye laws of any public authority.<p><i>We will not indemnify You</i></p><ul style="list-style-type: none">(a) <i>in respect of the costs incurred</i><ul style="list-style-type: none">(i) <i>for Damage not insured by this Section</i>(ii) <i>where notice was served on You before the Damage occurred</i>(iii) <i>where an existing requirement must be completed within a stipulated period</i>(iv) <i>for property or parts of the property, other than foundations (unless foundations are specifically excluded),</i> <i>which have not suffered Damage</i>(b) <i>in respect of any charge or assessment arising from capital appreciation following compliance with any legislation or Bye law.</i>
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SECTION 1 – BUILDINGS & CONTENTS\continued...

BASIS OF SETTLEMENT – Reinstatement *(Continued)*

- (4) The work of reinstatement
 - (a) may be carried out on another site and in a manner suitable to Your needs. However,
 - (i) Our liability must not be increased
 - (ii) this will not apply when The Premises are Unoccupied unless We have agreed otherwise in writing.
 - (b) must begin and be carried out as quickly as possible.
- (5) The following condition of Average will apply.

If the Sum Insured at the time the Damage occurred is less than 85% of the amount necessary to replace the whole of the Property Insured and/or Computer and Electronic Office Equipment, at the time of rebuilding or replacement, You will be liable to bear a proportionate share of the loss.

- (6) *We will not indemnify You if You*
 - (a) *do not incur the cost of replacing or repairing the Property Insured and/or Computer and Electronic Office Equipment.*
 - (b) *or someone acting on Your behalf, have insured the property under another policy which does not have a similar basis of reinstatement.*
 - (c) *do not comply with any of the terms of this clause.*

However, the Basis of Claim Settlement – Indemnity will apply.

For the purposes of this clause Computer and Electronic Office Equipment means

- (a) all computers, computer installations and systems, microchips, integrated circuits, microprocessors, embedded systems, hardware, data processing equipment, information repository, equipment capable of processing data and or similar devices, whether physically or remotely connected thereto,
- (b) personal computers, laptops, small micro computers and similar equipment used for processing electronic data and which are designed to be carried by hand,
- (c) all electronic office equipment including telecommunications equipment, facsimile, printing and photocopying machines.

Computer and Electronic Office Equipment does not include

- (i) Portable equipment away from The Premises
- (ii) Computer and Electronic Office Equipment held as stock or customers' Computer and Electronic Office Equipment held in trust
- (iii) Computer and Electronic Office Equipment controlling or monitoring any manufacturing process.

Basis of Settlement – Day One

For each item of Property Insured to which this clause applies (as stated in The Schedule).

- (1) The first and annual premiums are based upon the Declared Value as stated in The Schedule. Declared Value shall mean

Your assessment of the cost of reinstatement of the Property Insured arrived at in accordance with paragraph (1) of the Basis of Settlement – Reinstatement at the level of costs applying at the start of the Period of Insurance (ignoring inflationary factors which may operate subsequently) together with an allowance for

- (a) the additional cost of reinstatement to comply with
 - (i) European Union Legislation
 - (ii) Act of Parliament
 - (iii) Bye laws of any public authority
- (b) professional fees
- (c) debris removal costs.

The declared Value incorporated in each item is stated in The Schedule.

SECTION 1 – BUILDINGS & CONTENTS\continued...

- (2) You must notify Us of the Declared Value at the start of each Period of Insurance.
If You fail to notify Us of the Declared Value at the start of any Period of Insurance, We will use the last Declared Value notified to Us for the following Period of Insurance.
- (3) Paragraphs (5) and (6) of the Basis of Settlement – Reinstatement are restated as follows
- (5) if, at the time of the Damage, the Declared Value is less than the cost of reinstatement of the Property Insured, arrived at in accordance with paragraph (1) of this Clause, at the start of the Period of Insurance, Our liability for any Damage will be limited to that proportion which the Declared Value bears to the cost of reinstatement of the Property Insured arrived at in accordance with paragraph (1) of this Clause.
- (6) *We will not indemnify You*
- (a) *until You have incurred the cost of replacing or repairing the property*
- (b) *if You, or someone acting on Your behalf, have insured the property under another policy which does not have the same basis of reinstatement*
- (c) *if You do not comply with any of the provisions of this Clause.*
- However, the Sums Insured will be limited to 108% of the Declared Values stated in The Schedule.
- (4) The maximum We will pay in respect of each separate location subject to this Clause is as stated in The Schedule.
-

INSURED EVENTS

Fire, Lightning, Explosion, Earthquake, Spontaneous Combustion or Subterranean Fire *but excluding*

- (a) *loss or damage to that portion of the Property Insured caused by its own self ignition, leakage of electricity, short circuiting, or over-running*
- (b) *the Property Insured undergoing any process involving the application of heat*
- (c) *damage to the Property Insured caused by or consisting of the bursting of a boiler, economiser, vessel, machine or apparatus, where the internal pressure is due to steam only and belongs to You or is under Your control*
- (d) *damage to any vessel, machine or apparatus, or its contents caused by its own bursting*

However, in respect of parts c & d, We will indemnify You in respect of Damage not otherwise excluded if the vessel, machine or apparatus is the subject of a contract providing inspection or maintenance required by statutory regulation.

Aircraft and other Aerial Devices or articles dropped from them.

Riot, Civil Commotion, Labour Disturbances, Malicious Damage caused by malicious persons *but excluding*

- (a) *damage to the Property Insured caused by or resulting from work stoppages; theft or attempted theft caused by malicious persons not acting on behalf of or in connection with any political organisation*
- (b) *when the Premises are Unoccupied*
- (c) *the Excess*

Storm *but excluding loss or damage*

- (a) *to property in the open*
- (b) *to the Property Insured resulting solely from a change in the water table level*
- (c) *to fences, gates, posts*
- (d) *resulting from frost*
- (e) *caused directly or indirectly by escape of water from the normal confines of any natural or artificial water course or lake, reservoir, canal or dam, inundation of water from the sea and or surface water flooding*
- (f) *the Excess*
-

SECTION 1 – BUILDINGS & CONTENTS\continued...

INSURED EVENTS

(Continued)

Flood *but excluding*

- (a) *to property in the open*
- (b) *to the Property Insured resulting solely from a change in the water table level*
- (c) *escape of water from any tank, apparatus or pipe*
- (d) *to fences, gates, posts*
- (e) *the Excess*

Escape of Water and/or Oil from

- (a) *any tank, apparatus or pipe*
- (b) *fixed heating installations or*
- (c) *fixed appliance*

but excluding

- (i) *the Excess*
- (ii) *Damage when the Premises are Unoccupied*
- (iii) *Damage to the Property Insured by water discharged for leaking from an automatic sprinkler installation*

Overflow of water from sinks and/or baths *but excluding the Excess where the sink or bath from which water has overflowed is not fitted with overflow inhibitors.*

Impact by any vehicle or animal or any goods falling there from or by falling trees or branches *but excluding*

- (a) *the Excess*
- (b) *Damage to any goods being carried*

Theft or Attempted Theft *but excluding the Excess and loss of or damage*

- (a) *in any part of the Premises not occupied by You in connection with the Business*
- (b) *to property in the open other than as provided for in the extension to this Section*
- (c) *to property from any structure which does not communicate with the main buildings other than as provided for in the extension to this Section or specified in the Schedule*
- (d) *to property resulting from an act by You, or Your partners, directors or Employees or where any member of Your household is involved as Principal or accessory or any person lawfully on the Premises.*
- (e) *to property caused by or consisting of acts of fraud or dishonesty*
- (f) *caused by or consisting of disappearance, unexplained or inventory shortage, misfiling, misplacing of information or clerical error*
- (g) *to electronic audio and visual equipment, cigarettes, cigars, tobacco, wines, spirits and other alcoholic drinks exceeding £1000 in total; computer hardware and software; explosives and hazardous substances; furs, curios and antiques; gold and silver articles; goods held in trust or on commission; jewellery and precious stones; Money and bullion; non-ferrous metals; securities and bonds; rare books and works of art unless specifically mentioned in the Schedule*
- (h) *when the Premises are Unoccupied*
- (i) *in respect of any consequential loss or damage*
- (j) *in respect of Loss of Data; any damage to Computer and Electronic equipment or failure resulting directly or indirectly from, or in connection with*
 - (i) *Virus or Similar Mechanism*
 - (ii) *Denial of Service Attack*
 - (iii) *unauthorised access to or use of Computer and Electronic equipment.*

However, We will indemnify You in respect of subsequent damage to the Property Insured which is not otherwise excluded

Robbery being Theft consequent upon violence or the threat of violence.

Breakage or collapse of any aerial or satellite dish

SECTION 1 – BUILDINGS & CONTENTS\continued...

INSURED EVENTS

(Continued)

Subsidence, Ground Heave or Landslip but excluding damage caused by

- (a) settlement or movement of made up ground
- (b) damage to walls, gates, fences, yards, car parks, driveways, pavements and patios unless also affecting the main structure of the Premises.
- (c) collapse of any building
- (d) the normal, settlement, shrinking and cracking of any building
- (e) coastal or river erosion
- (f) defective design or workmanship or the use of defective materials
- (g) demolition, construction, structural alteration or repair of any of the Property insured or any site adjoining the Property Insured
- (h) ground works or excavations at the Premises or any site adjoining the Property Insured.
- (i) The first £1,000 of any claim

Accidental damage not included elsewhere in the Insured Events and not otherwise excluded but excluding damage to the Property Insured caused by or consisting of

- (a) the Excess.
- (b) an existing or hidden defect; gradual deterioration or wear and tear; faulty or defective design and/or materials used in its construction; faulty or defective workmanship, operating error or omission by You or any of Your Employees
- (c) corrosion, rust or rot; shrinkage, evaporation or loss of weight; dampness or dryness; scratching; vermin or insects; mould or fungus
- (d) change in temperature; colour; flavour; texture; finish
- (e) nipple or joint leakage; failure of welds
- (f) cracking, fracturing, collapse or overheating of a boiler, vessel, machine or apparatus in which internal pressure is due to steam only and any associated piping
- (g) the Property Insured's own mechanical or electrical breakdown or derangement
- (h) pollution or contamination
- (i) Accidental Damage to Plant and Machinery, and Pressure Plant

However, We will indemnify You in respect of damage not otherwise excluded by an Insured Event; any subsequent damage which results from a cause not otherwise excluded

In addition, We will not indemnify You in respect of

- (j) damage to vehicles licensed for road use including accessories on or attached to them; caravans or trailers; railway locomotives or rolling stock; watercraft or aircraft; property in the course of construction including materials for use in the construction; land, roads or pavements, piers, jetties, bridges, culverts or excavations; livestock; growing crops or trees.

However, We will indemnify You if such property is specifically stated as insured in the Schedule and damage is not otherwise excluded

- (k) damage insured by any marine policy
- (l) any consequential loss or damage

Sprinkler Leakage being escape of water, liquid, powder or any other material accidentally discharged or leaking from any automatic sprinkler system in the Premises but excluding

- (a) loss or damage and/or recharging costs caused by the failure of any pipe, apparatus or tank forming part of the automatic sprinkler system which are located externally unless there is evidence of lagging and/or insulation.
- (b) during any repair or alterations to the Buildings where the sprinkler system is installed
- (c) whilst the sprinkler system is being installed, altered, repaired or removed
- (d) defects in construction or condition of the sprinkler system which You are aware of
- (e) condensation or deposits on the sprinkler system
- (f) damage caused by freezing while the Premises are Unoccupied
- (g) damage caused by explosion, earthquake, subterranean fire or heat caused by fire
- (h) damage to any automatic sprinkler system
- (i) the Excess

SECTION 1 – BUILDINGS & CONTENTS\continued...

INSURED EVENTS

(Continued)

Underground Services

Where Buildings are insured under this Section or You are responsible for repairs, We will indemnify You in respect of accidental damage to underground

- (a) pipes
- (b) cables

which extend from the buildings to the public mains.

We will not indemnify You in respect of

- (1) *the cost of maintenance*
 - (2) *damage caused by*
 - (i) *gradual deterioration or wear and tear*
 - (ii) *corrosion, rust, rot, mould or fungus*
 - (iii) *vermin or insects*
 - (iv) *atmospheric or climatic conditions*
 - (v) *normal settlement or shrinkage*
 - (vi) *faulty workmanship, defective design or the use of defective materials*
 - (3) *the Excess.*
-

INDEMNITY LIMIT

The maximum We will pay is the sum insured recorded against the Property Insured as stated in the Policy Schedules.

We will not pay more for the repair or restoration in part than would have been payable had that property been wholly destroyed.

EXTENSIONS

Automatic Reinstatement

In the event of loss insured by this section of the Policy and in the absence of written notice from Us to You to the contrary within 30 days of the loss, the amount of loss is reinstated automatically as from the date of the occurrence of loss provided

- (a) You undertake to pay any additional premium which may be required
- (b) in the case of theft, attempted theft, hold up, malicious damage, riot or civil commotion You take immediate steps to implement any improvement to the security precautions to the Premises as We may require
- (c) the amount of loss shall be reinstated automatically only once in each Period of Insurance.

Business Contents away from the Premises

We will pay for loss or damage to the Property Insured caused by any Insured Event whilst temporarily removed from the Premises in connection with the Business *but excluding*

- (a) *Documents, manuscripts, business books, Data Storage Materials, plans and designs*
- (b) *loss or damage outside the United Kingdom*
- (c) *loss or damage which, had it occurred at the Premises, We would not be liable to pay You for.*

The maximum We will pay in respect of any one claim is £5,000

The maximum We will pay in any one Period of Insurance is £10,000

Capital Additions

Buildings and Business Contents includes

- (a) any newly erected building (including such building whilst they are in the course of erection if You are responsible for them)
- (b) any additions to the Business Contents
- (c) enhancements to Buildings and Business Contents insofar as they are not otherwise insured and provided

The maximum We will pay at an one Premises is

- (a) 10% of the respective total sums insured on Buildings and Business Contents or
 - (b) £500,000 whichever is the lower
-

SECTION 1 – BUILDINGS & CONTENTS\continued...

EXTENSIONS

(Continued)

You undertake to give particulars of such extensions in cover as soon as practicable and, in any event, at intervals of not more than three months and before the expiry of the Period of Insurance

You undertake to effect specific insurance retrospective to the date Our liability for such items began and to pay any premium which may be due as a result.

In respect of any Unoccupied Premises insured under the provisions of this extension, We will only indemnify You in respect of Insured Events of Fire, Lightning, Explosion and Aircraft. *We will not indemnify You unless a certificate of completion has been issued or works to such property have been completed and handed over to You prior to the date of the damage*

Contracting Purchasers

If, at the time of damage to the Buildings by an Insured Event You have contracted to sell Your interest in the Buildings and the purchase is not complete, the contracting purchaser, on completion of the purchase, shall be entitled to benefit under this section without prejudice to Your or Our rights and liabilities until completion provided the Buildings are not otherwise insured by or on behalf of the contracting purchaser

Damage by Emergency Services

We will pay for costs and expenses necessarily and reasonably incurred with Our prior written permission for making good damage to the Premises, landscaped gardens or grounds, caused by the Emergency Services in the course of combating loss or damage caused by an Insured Event to the Property Insured up to an amount not exceeding £25,000

Drains and Gutters

Provided We have accepted a claim for damage to the Buildings, We will pay You the costs and expenses necessarily and reasonably incurred in cleaning, clearing or repairing drains, gutters, sewers and the like at the Premises for which You are responsible consequent upon said destruction to the Buildings by an Insured Event.

Glass

Where Buildings are insured under this Section, We will pay You for

- (a) Breakage of Glass at the Premises including the cost of removing and reinstating obstructions to replacing glass; the cost of replacing alarm foil, lettering, painting, embossing, silvering or other ornamental work on glass.
- (b) necessary emergency boarding up
- (c) the additional costs of recreating vacuums or the purchase and installation of new sealed units in the case of multiple glazing
- (d) breakage of fixed wash hand basins, pedestals baths, sinks, lavatory bowls, bidets, cisterns, shower trays and splashbacks at the Premises

But excluding

- (i) *the first £50 of each and every claim*
- (ii) *scratching or chipping*
- (iii) *any of the Property Insured which is cracked or broken at inception of this insurance*
- (iv) *breakage due to dilapidation of frames or framework*
- (v) *glass belonging to or forming part of greenhouse structures*
- (vi) *damage when the Premises are Unoccupied*
- (vii) *damage in transit or while being fitted*
- (viii) *damage by workmen when carrying out alterations or repairs to the Premises*

The maximum We will pay in respect of any one claim will be the Buildings Sum Insured state in the Schedule

SECTION 1 – BUILDINGS & CONTENTS\continued...

EXTENSIONS

(Continued)

Interested Parties

Where any item is the subject of any purchase, lease or hire, or any other such agreement, the interest of those other parties to these agreements is noted under the policy. The nature and extent of interests must be disclosed to Us in the event of any Damage.

Local Authorities

Under the Basis of Settlement – Reinstatement clause, We will pay for the additional costs of reinstatement of the Buildings incurred solely by reason of necessity to comply with Statutory Building Regulations or any Municipal or Local Authority by-laws *but excluding*

- (a) the costs incurred in complying with any of the aforesaid regulations or by-laws*
- (b) destruction or damage occurring prior to inception of this insurance*
- (c) destruction or damage not insured by this Policy where notice had been served upon You prior to the happening of an Insured Event causing said damage*
- (d) more than 15% of the sum insured on Buildings where such payment would apply to undamaged portions of the Building*
- (e) the additional costs that would have been required to make good the damage or destruction to a condition equal to that when new if the necessity to comply with any of the aforesaid regulations or by-laws had not arisen.*

Loss of Fuel

Provided We have accepted a claim for loss or damage to any fixed fuel storage or heating system, We will pay You for the loss of oil or liquid petroleum gas therefrom for an amount not exceeding £5,000 any one claim *but excluding where said damage is undiscovered for more than 30 days, or where the Premises are Unoccupied*

Loss of Metered Water

Provided We have accepted a claim for loss or damage to any fixed water or heating system, We will pay You for any additional metered water charges You incur arising from the escape of water therefrom for an amount not exceeding £5,000 any one claim *but excluding where said damage is undiscovered for more than 60 days, or any charges incurred while the Premises are Unoccupied*

Non-Invalidation

The Insurance by this Section will not be invalidated by any act, omission or alteration either unknown to You or beyond your control which increases the risk of Damage.

However, You must

- (i) notify Us immediately You become aware of any such act, omission or alteration and pay any additional premium We require

Professional Fees

We will pay for architects, surveyors, consulting engineers and legal fees that are necessarily and reasonably incurred with Our prior written permission in the reinstatement of the Property Insured following loss or damage by an Insured Event subject to fees not exceeding in aggregate the sum insured specified for the Property Insured for which a claim is being made *and excluding fees relating to the preparation of any claim*

Property In the Open

We will pay You in accordance with the Basis of Settlement for loss of or damage as a result of Theft or Attempted Theft of

- (a) garden implements
- (b) garden furniture
- (c) ornamental stone
- (d) fountains

owned by You or for which You are responsible from the Premises up to an amount not exceeding £2,500 *but excluding the Excess.*

SECTION 1 – BUILDINGS & CONTENTS\continued...

EXTENSIONS

(Continued)

Removal Of Debris

We will pay for costs and expenses necessarily and reasonably incurred with Our prior written permission following loss or damage to the Building, Machinery and Plant and stock and materials in trade by an Insured Event for

- (a) removal of debris
- (b) dismantling and/or demolishing
- (c) shoring and/or propping up of the Property Insured or portion thereof so damaged *but excluding*
 - (i) costs for removal of debris from sites other than that of the Property insured and the area immediately adjacent*
 - (ii) costs and expenses arising from pollution or contamination of property not insured*
 - (iii) more specifically insured*

The maximum we will pay for costs and expenses in respect of stock and materials in trade is £25,000.

Replacement of Locks

We will also pay for the cost of changing external door locks of the Buildings and to any safe therein following loss of keys as a result of theft involving

- (a) entry into or exit from the Buildings by forcible and violent means
- (b) entry into or exit from the home of any Key Person or authorised Employee
- (c) Robbery being Theft consequent upon violence or the threat of violence to any Key Person or Employees.

If the keys belong to a safe, they must be kept in a secure place away from the safe when You or an Employee occupy the Premises

The maximum We will pay in respect of any one loss is £5,000

Seasonal Increases

The sum insured for Business Contents is automatically increased by £10,000 for the

- (a) 30 days prior to any religious festival observed by the Business
- (b) 7 days prior to any fete or fund-raising event organised by the Business

Signs, Lamps & Nameplates

We will pay for Damage to

- (a) Signs
- (b) Lamps
- (c) Nameplates

At the Premises, *but excluding*

- (i) damage arising from adjustment, repair, dismantling or erection of any part of the sign or whilst removed from its normal position*
- (ii) damage arising from mechanical breakdown*
- (iii) damage to any part by its own ignition, electrical breakdown or burn out but damage resulting therefrom is not excluded*
- (iv) damage to tubes unless the glass is fractured, and sign is damaged at the same time*

The maximum We will pay in respect of any one item is £2,500

SECTION 1 – BUILDINGS & CONTENTS\continued...

EXTENSIONS

(Continued)

Temporary Removal

We will pay for loss or damage to the Property Insured caused by any Insured Event whilst temporarily removed from the Premises for the purpose of cleaning, renovation, repair or similar purpose but excluding

- (a) Documents, manuscripts, business books, Data Storage Materials, plans and designs*
- (b) the personal effects and belongings of You, any Principals, Employees and Residents*
- (c) stock and materials in trade*
- (d) loss or damage outside the United Kingdom*
- (e) loss or damage which, had it occurred at the Premises, We would not be liable to pay You for.*

The maximum We will pay in respect of any one claim is

- (1) 10% of the Sum Insured specified in the Schedule

or

- (2) £250,000

whichever is the lower

Storage Buildings

We will pay You in accordance with the Basis of Settlement for loss or damage to Business Contents as a result of an Insured Event up to an amount not exceeding £10,000 but excluding

- (a) loss or damage which is not accompanied by forcible and/or violent entry and/or exit to or from the Storage Buildings*
- (b) loss of damage from Storage Buildings which do not meet the Minimum Security Requirements as detailed in the Operational Requirements Conditions*
- (c) the Excess.*

Trace & Access

We will pay the costs and expenses incurred in locating the source of loss or damage to the Property Insured and any repairs directly arising therefrom, caused by the escape of water or oil from any fixed water or heating system for an amount not exceeding £25,000 any one claim.

Workmen

Workmen and/or tradesmen are allowed in or about the Premises for maintenance purposes and/or for effecting minor repairs, alterations or extensions without prejudice to this insurance.

SECTION 1 – BUILDINGS & CONTENTS\continued...

CONDITIONS

Automatic Sprinklers

Any automatic sprinkler system must have been inspected by a competent professional contractor and will continue to be inspected at frequencies of not less than once a year.

Any faults revealed by such inspections must have been (or, in respect of future inspections, will be) rectified immediately. You must keep evidence that You have complied with these requirements and provide Us with copies within 30 days of Our request.

Cooking Equipment

If in relation to any claim for Damage to the Property Insured caused by or resulting from fire or explosion, You have failed to fulfil any of the following conditions, You will lose Your right to indemnity or payment for that claim.

Where Cooking Equipment is located within The Premises

- (1) all Cooking Equipment must be installed, operated and maintained in accordance with the manufacturers' instructions.
- (2) all Deep Frying Equipment must be fitted with a thermostat which prevents the temperature of fat or oil exceeding 205 degrees Centigrade (401 degrees Fahrenheit). Where a separate high temperature safety thermostat is fitted, this must be set to a temperature of no greater than 230 degrees Centigrade (450 degrees Fahrenheit).
- (3) all extract hoods, canopies, canopy exhaust plenums, filters and grease traps must be thoroughly cleaned over their entire internal and external areas by the removal of all greasy and oily deposits and other waste materials at least every month.
- (4) the entire internal area of all flues and extract system ducting, including extraction motors and fans must be thoroughly cleaned by a competent person with the removal of all greasy and oily deposits and other waste materials, at least every six (6) months.
- (5) If the entire internal area of all flues and extract system ducting, including extraction motors and fans, have not been so cleaned within six (6) months prior to the inception of this insurance or the addition of this condition, then they must be so cleaned within 30 days of the inception of this insurance or the addition of this condition, and at least every six (6) months thereafter.
- (6) suitable fire extinguishers and/or blankets must be kept in the frying and cooking area and staff are fully trained how to use them.
- (7) no Cooking Equipment using fats, oils or coals must be left Unattended while the heat source is operating.
- (8) all Cooking Equipment including flues and extract system ducting, must be kept from contact with and not in close proximity to combustible material including any such material within or forming part of the building.

Definitions

For the purposes of these conditions the following definitions apply.

Cooking Equipment

All cooking and frying equipment including Deep Frying Equipment.

Deep Frying Equipment

Equipment used for frying by immersing in fat or oil.

Unattended

Without a competent person remaining continuously near the Cooking Equipment, either in full view of it or positioned where they are able to take action to prevent, extinguish or control a fire starting from such equipment.

SECTION 1 – BUILDINGS & CONTENTS\continued...

CONDITIONS

(Continued)

Premises Inspection

If in relation to any claim for Damage to the Property Insured by fire You have failed to fulfil any of the following conditions, You will lose Your right to indemnity or payment for that claim.

You must

- (a) examine
 - (i) any buildings for which You are responsible
 - (ii) any designated smoking area within The Premises for any smoking/smouldering materials at least once every 24 hours or at each close of any working day if sooner
 - (b) extinguish any smoking/smouldering materials found and place them in non-combustible receptacles.
 - (c) remove the contents of such receptacles at the end of the working day or at least once every 24 hours and dispose of safely
 - (d) comply with all current legislation and or regulation in respect of the management and control of smoking within The Premises.
-

EXCLUSIONS

We will not indemnify You for:

- (1) any Damage to the Property Insured resulting directly or indirectly from or in connection with *any of the following regardless of any other cause or event contributing concurrently or other sequence to the loss*
 - (a) *Terrorism*
 - (b) *civil commotion in Northern Ireland*
 - (c) *any action taken in controlling, preventing, suppressing, or in any way relating to (a) and/or (b) above.*

Terrorism means

- (i) *in respect of Damage occurring in England, Wales and Scotland only (but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987 nor the Isle of Man or the Channel Islands) 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 Her Majesty's government in the United Kingdom or any other government de jure or de facto*
- (ii) *in respect of Damage occurring in any territory not specified in (i) above any act or acts including but not limited to*
 - *the use or threat of force and/or violence and/or*
 - *harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm or damage by nuclear and/or chemical and/or biological and/or radiological means caused or occasioned by any person(s) or group(s) of persons or so claimed in whole or in part for political, religious, ideological or similar purposes. In any action, suit or other proceedings where*

We allege that any Damage results from Terrorism as defined above and is therefore not covered by this Section, the burden of proving that any such Damage is covered under this Section will be upon You.

- (2) (a) *Loss of Data*
- (b) *any Damage to Computer and Electronic Equipment or Failure resulting directly or indirectly from, or in connection with*
 - (i) *Virus or Similar Mechanism,*
 - (ii) *Denial of Service Attack,*
 - (iii) *unauthorised access to or use of Computer and Electronic Equipment.*

However, We will indemnify You in respect of subsequent Damage to the Property Insured caused by or resulting from an Insured Event which is not otherwise excluded

SECTION 1 – BUILDINGS & CONTENTS\continued...

SPECIAL CONDITIONS Average

If at any time of the loss, destruction or damage the Declared Value of any item (other than Residents Effects) is less than the cost of reinstatement at inception of the Period of insurance, then Our liability for loss, destruction or damage shall not exceed the proportion thereof which the Declared Value bears to such cost of reinstatement.

Construction and Use of the Buildings

Unless otherwise stated in The Schedule the Buildings are

- (a) constructed of brick, stone, or concrete
- (b) roofed with slates, tiles, concrete, metal or asbestos
- (c) occupied for the sole purpose of The Business and otherwise only as a private dwelling.

Rent

If an item of Rent is included in this Section, then in respect of that item

- (a) the insurance shall operate only if the Buildings or any part of it is unfit for occupation in consequence of its destruction or damage.
- (b) The Basis of Settlement – Rent

If rent is insured under this Section, We will indemnify You in respect of loss of rent resulting from the Building or any part of the Building

- (1) generating the rent received
- or
- (2) for which rent is payable

being made unfit for the purpose of The Business as a result of Damage insured by this Section.

The maximum amount that We will pay You in respect of loss of rent will be the proportion of the Rent Sum Insured that would have been payable during the period from the date of the Damage until the Building is repaired or reinstated.

SECTION 2 – COMPUTER & ELECTRONIC EQUIPMENT

DEFINITIONS

Each time any of the following words or phrases appear in this section in bold they will take the specific meaning shown below.

Breakdown In respect of Computer Equipment and Data Materials and Electronic Equipment Breakdown shall mean the actual breaking distortion or burning out of any part of the Property Insured while in use arising from any mechanical or electrical defect in the Property Insured causing sudden stoppage

Denial of Service Attack Any actions or instructions with the ability to damage, interfere with, or otherwise affect the availability of Computer Equipment or Electronic Equipment or Data, including but not limited to the generation of excess traffic into network addresses, the exploitation of system or network weaknesses, and the generation of excess or non-genuine traffic within, between or amongst networks.

Hacking unauthorised access to or malicious use of any computer or other equipment or component or system or item which processes stores transmits or retrieves data

Maintenance Agreement A contract providing on-call remedial or corrective maintenance which includes the cost of parts and labour.

Negligent Breakdown an occurrence external to the item (other than damage resulting from impact) which causes or results in mechanical or electrical failure of the item which causes or results in mechanical or electrical failure of the item which necessitates repair or replacement before it can resume normal working

Portable Computers Computer Equipment designed to be carried by hand
This includes, but is not limited to, Laptops, Notebooks, Palmtops, Tablets, Smartphones, Handheld Computers, Personal Digital Assistants, digital cameras, printers, projectors and other peripheral equipment that connects to other Portable Equipment.
Portable Computers does not include removable vehicle satellite navigation systems

COVER We will pay You in accordance with the Basis of Settlement if any of the Property Insured is destroyed or damaged by an Insured Event.

PROPERTY INSURED (a) Computer & Electronic Equipment only whilst at the Premises
(b) Portable Computers and Data Storage Materials Within the Geographical Limits

BASIS OF SETTLEMENT – Reinstatement where Damage occurs to Property Insured and the Property Insured is
(1) lost, destroyed or damaged beyond economic repair We will pay for its replacement by Computer Equipment or Electronic Equipment of similar capacity to that of the Property Insured when new but not of better or higher specification. If Computer Equipment or Electronic Equipment of a similar capacity is unavailable, then We will pay for Computer Equipment or Electronic Equipment with the next highest capacity
(2) damaged, We will pay for its replacement or repair so that its working condition is as good as, but not better than, its condition when new. *However, We will not pay more than We would have done if it had been completely destroyed.*

The work of reinstatement may be carried out on another site and in a manner suitable to Your needs and must begin and be carried out as quickly as possible, providing this will not increase the maximum We will pay costs necessary to comply with any European Union Legislation, Act of Parliament or Bye laws of any public authority.

We will not pay costs for Damage not insured by this insurance, where notice was served on You before the Damage occurred, where an existing requirement must be completed within a stipulated period, for property or parts of the property which have not suffered Damage or in respect of any charge or assessment arising from capital appreciation following compliance with any legislation or Bye law.

We will not provide cover if You do not incur the cost of replacing or repairing the Property Insured or someone acting on Your behalf, have insured the property under another policy which does not have a similar basis of reinstatement or You do not comply with any of the terms of this Clause

However, the basis of settlement will be indemnity

SECTION 2 – COMPUTER & ELECTRONIC EQUIPMENT\continued...

INSURED EVENTS

Fire, Lightning, Explosion, Earthquake, Spontaneous Combustion or Subterranean Fire *but excluding*

- (i) *loss or damage to that portion of the Property Insured caused by its own self ignition, leakage of electricity, short circuiting, or over-running*
- (ii) *the Property Insured undergoing any process involving the application of heat*
- (iii) *damage to the Property Insured caused by or consisting of the bursting of a boiler, economiser, vessel, machine or apparatus, where the internal pressure is due to steam only and belongs to You or is under Your control*
- (iv) *damage to any vessel, machine or apparatus, or its contents caused by its own bursting*
However, in respect of parts c & d, We will indemnify You in respect of damage not otherwise excluded if the vessel, machine or apparatus is the subject of a contract providing inspection or maintenance required by statutory regulation

Aircraft and other Aerial Devices or articles dropped from them.

Riot, Civil Commotion, Labour Disturbances, Malicious Damage caused by malicious persons *but excluding*

- (i) *damage to the Property Insured caused by or resulting from work stoppages; theft or attempted theft caused by malicious persons not acting on behalf of or in connection with any political organisation*
- (ii) *when the Premises are Unoccupied*
- (iii) *the Excess*

Storm *but excluding (loss or damage)*

- (i) *to property in the open*
- (ii) *to the Property Insured resulting solely from a change in the water table level*
- (iii) *resulting from frost*
- (iv) *caused directly or indirectly by escape of water from the normal confines of any natural or artificial water course or lake, reservoir, canal or dam, inundation of water from the sea and or surface water flooding*
- (v) *the Excess*

Flood *but excluding (loss or damage)*

- (i) *to property in the open*
- (ii) *to the Property Insured resulting solely from a change in the water table level*
- (iii) *escape of water from any tank, apparatus or pipe*
- (iv) *the Excess*

Escape of Water and/or Oil from

- (a) *any tank, apparatus or pipe*
- (b) *fixed heating installations or*
- (c) *fixed appliance*

but excluding

- (i) *the Excess*
- (ii) *Damage when the Premises are Unoccupied*
- (iii) *Damage to the Property Insured by water discharged for leaking from an automatic sprinkler installation*

Water discharged from an automatic sprinkler system *but excluding*

- (i) *the Excess*

Impact by any vehicle or animal or any goods falling therefrom or by falling trees or branches *but excluding*

- (i) *the Excess*
-

SECTION 2 – COMPUTER & ELECTRONIC EQUIPMENT\continued...

INSURED EVENTS

(Continued)

Theft or Attempted Theft but excluding the Excess and loss of or damage

- (i) in any part of the Premises not occupied by You in connection with the Business
- (ii) from an unattended vehicle unless the Protection Against Theft Condition within this section is complied with in full
- (iii) to property resulting from an act by You, or Your partners, directors or Employees or where any member of Your household is involved as Principal or accessory or any person lawfully on the Premises.
- (iv) when the Premises are Unoccupied

However, We will indemnify You in respect of subsequent damage to the Property Insured which is not otherwise excluded

Accidental damage not included elsewhere in the Insured Events and not otherwise excluded but excluding damage to the Property Insured caused by or consisting of the Excess.

However, We will indemnify You in respect of damage not otherwise excluded by an Insured Event; any subsequent damage which results from a cause not otherwise excluded

Subsidence, Ground Heave or Landslip but excluding

- (i) settlement or movement of made up ground
- (ii) coastal or river erosion
- (iii) defective design or workmanship or the use of defective materials
- (iv) demolition, construction, structural alteration or repair of any of the Property insured or any site adjoining the Property Insured
- (v) ground works or excavations at the Premises or any site adjoining the Property Insured
- (vi) The Excess

Damage arising from Breakdown and or Negligent Breakdown but excluding

- (i) the Excess
- (ii) Damage to Property Insured arising from its own Breakdown or derangement where the Property Insured is not subject to a Maintenance Agreement
- (iii) Damage which is recoverable under a Maintenance Agreement

EXTENSIONS

Interested Parties

Where any item is the subject of any purchase, lease or hire, or any other such agreement, the interest of those other parties to these agreements is noted under the policy. The nature and extent of interests must be disclosed to Us in the event of any Damage.

Non-Invalidation

The Insurance by this Section will not be invalidated by any act, omission or alteration either unknown to You or beyond your control which increases the risk of Damage.

However, You must notify Us immediately You become aware of any such act, omission or alteration and pay any additional premium We require

SECTION 2 – COMPUTER & ELECTRONIC EQUIPMENT\continued...

INDEMNITY LIMIT

The maximum We will pay is the sum insured recorded against the Property Insured as stated in the Policy Schedule.

We will not pay more for the repair or restoration in part than would have been payable had that property been wholly destroyed

Reinstatement of Data and/or Software

We will pay You for the additional costs You incur with Our prior permission to reinstate Data and/or Software lost, destroyed or corrupted as a result of an Insured Event provided

- (a) You have previously taken a copy of the Data lost on at least a weekly basis
- (b) You have kept any copies of Software installation media and/or download product keys/ activation codes.
- (c) You keep the media holding copies of Data and/or backed up Software away from the Insured Premises

but excluding

- (i) *any other consequential loss of any kind other than as specified by the Increased Cost of Working extension.*
- (ii) *Any Loss caused as a result of Virus or Similar Mechanism, Hacking or a Denial of Service Attack*

The maximum amount We will pay in respect of any claim is £10,000.

Increased Cost of Working

We will pay You for the additional costs You incur with Our prior permission to avoid or reduce interruption to or interference with the Business as a result of an Insured Event for which a claim has been accepted.

The maximum amount We will pay in respect of any one claim is £10,000 *but excluding*

- (i) *Financial Loss during the first 48 hours following the occurrence of an Insured Event*
 - (ii) *Any loss caused as a result of Virus or Similar Mechanism, Hacking or a Denial of Service Attack*
-

EXCLUSIONS

We will not pay for

- (a) *The Excess, this will not apply in respect of damage resulting from Fire*
 - (b) *consequential loss or liability of any kind other than as provided for by the Reinstatement of Data or Increased Cost of Working Extensions*
 - (c) *any consequence of erection, installation, dismantling, moving or repair other than*
 - (i) *Portable Computers and Data Storage Materials*
 - (ii) *occurring during any process of cleaning, servicing or repair by any appropriately qualified third party.*
 - (d) *Damage consequent upon unexplained disappearance, or inventory shortage, misfiling or misplacing of information.*
 - (e) *Damage caused by or consisting of*
 - (i) *corrosion, rust*
 - (ii) *gradually developing flaws or fractures which do not necessitate immediate stoppage*
 - (iii) *wear or tear resulting from ordinary use or exposure*
 - (iv) *programming errors or design defects*
 - (f) *Damage caused by or arising from*
 - (i) *Pollution or contamination unless caused directly as result from an Insured Event under this section*
 - (ii) *faulty workmanship*
 - (iii) *Virus or Similar Mechanism*
 - (iv) *Hacking*
 - (v) *Denial of Service Attack*
-

SECTION 2 – COMPUTER & ELECTRONIC EQUIPMENT\continued...

SPECIAL CONDITIONS Discontinuance

In the event of any occurrence which may result in a claim, the use of the damaged Property Insured must be discontinued until it is repaired or unless We agree otherwise.

Duplicate Records

You shall

- (a) back up data records and update the records no less frequently than once every seven days. The integrity of any data backup must be validated using operating system routines or checks.
- (b) where possible maintain up to date duplicate copies of software programs
- (c) store back up data records and up to date duplicate software programs away from the building where the original software programs and Data is held
- (d) observe the manufacturer's and/or supplier's recommendations for the storage verification and security of Data

Access and Passwords

Access to Computer Equipment must be authenticated by the use of individual identification and passwords.

Any default or manufacturers' passwords or access codes must be changed and kept secure.

Protection – Software Updates

You must install any updates for firmware, operating systems, Software and programs within 14 days of an update being released by the manufacturer or provider where the update addresses a vulnerability with a severity that the manufacturer or provider describes as critical, important or high.

Protection against Theft

You must ensure that whilst Property Insured is

- (1) in an unattended vehicle
 - (a) the vehicle is securely locked, its keys, key card or remote control transmitter are removed, all windows are securely closed and all security devices to protect the vehicle are set to operate
 - (b) the vehicle is kept overnight in a securely locked building, compound or enclosure unless it is aboard a ship or ferry
 - (c) the Property insured is
 - (i) concealed from view
 - (ii) stored in the boot or under the parcel shelf where such facilities are available
 - (2) in transit by air it is carried as hand luggage
 - (3) in transit by ship or ferry and not in use, it is kept in a securely locked cabin or vehicle aboard such vessel.
-

SECTION 3 – ENGINEERING BREAKDOWN

DEFINITIONS

Each time any of the following words or phrases appear in this section in bold they will take the specific meaning shown below.

Accidental Damage Accidental Damage which requires repair or replacement before normal working of the Property Insured can resume

Breakdown (1) In respect of Plant and Machinery and Pressure Plant Breakdown shall mean

- (a) the actual breaking distortion or burning out of any part of the Property Insured while in use arising from mechanical or electrical defects in the Property Insured causing sudden stoppage
- (b) fracturing of any item of the Property Insured by frost
- (c) the complete severance of a rope

Provided at the time of an Insured Event, You have maintained the Property Insured in a continuous satisfactory state of repair and in full working order in accordance with the manufacturers' instructions and servicing requirements

Collapse The sudden and dangerous distortion of any part of the Pressure Plant caused by crushing stress by force of steam or fluid pressure.

Explosion The sudden and violent rending of the Pressure Plant by force of internal steam or fluid pressure (other than pressure of chemical action or ignition of the contents or of ignited flue gases)

COVER

We will pay You in accordance with the Basis of Settlement if any of the Property Insured is destroyed or damaged by an Insured Event.

- PROPERTY INSURED**
- Plant and Machinery Only whilst at the Premises
 - Pressure Plant Only whilst at the Premises
-

BASIS OF SETTLEMENT – Reinstatement

The basis upon which We will calculate the amount We will pay for any claim will be the reinstatement of the Plant and Machinery or other Property Insured by this Section subject to the following conditions.

- (1) If Plant and Machinery or other Property Insured is destroyed, We will pay for its replacement by similar Plant and Machinery or property in a condition as good as but not better or more extensive than its condition when new.
- (2) If Plant and Machinery or other Property Insured is damaged, We will pay the cost of repairs, but We will not pay more than We would have paid if the Plant and Machinery or other property had been completely destroyed.

Where the parts necessary to repair Plant and Machinery or other Property Insured are not available at the manufacturer's listed prices, We will pay for the cost of an equivalent repair to similar property for which parts are available at manufacturer's listed prices.

- (3) Plant and Machinery or other Property Insured may be replaced on another site in a manner suitable to Your needs, but this must not increase Our liability.
- (4) All work must begin and be carried out as quickly as possible.

Where

- (a) the normal working environment of the Plant and Machinery is a yard, an open sided building, a compound or other open space unless for the purpose of providing effluent, electricity, gas, heating, water or other building services to The Premises
- (b) the other Property Insured by the Lifted Goods Endorsement is stock in trade or is in the process of manufacture

the basis of settlement will be indemnity.

- INSURED EVENTS**
- Sudden and unforeseen damage arising from:
- Breakdown
 - Explosion
 - Collapse
 - Accidental Damage
-

INDEMNITY LIMIT

The maximum We will pay is the sum insured recorded against the Property Insured as stated in the Policy Schedule.

We will not pay more for the repair or restoration in part than would have been payable had that property been wholly destroyed

EXTENSIONS

Temporary Hire of Replacement Plant and Machinery

We will pay You for the additional costs You incur with our permission for the temporary hire or rental of replacement Plant and Machinery following an Insured Event for which a claim has been accepted

The maximum amount We will pay in respect of any one claim is £10,000 but excluding hire or rental costs incurred

- (a) during the first 48 hours following the occurrence of an Insured Event
- (b) more than 90 days after the occurrence of the Insured Event

Temporary Repair Costs and Expediting Expenses

We will, at Our option, pay additional costs and expenses incurred in

- (1) making temporary repairs to the Property Insured
- (2) ensuring the Damage to Property Insured is repaired as soon as possible.

The maximum amount We will pay in respect of any one claim is £10,000

SECTION 3 – ENGINEERING BREAKDOWN\continued...

EXCLUSIONS

We will not pay for

- (a) the Excess*
- (b) consequential loss or liability of any kind*
- (c) any consequence of erection, installation, dismantling, moving or repair other than Damage caused by or consisting of
 - (i) fire, lightning or explosion (except Explosion as defined in this Section)*
 - (ii) aircraft and other aerial and/or spatial devices or articles dropped from them*
 - (iii) riot, civil commotion, strikers locked out, workers taking part in labour disturbances*
 - (iv) earthquake*
 - (v) storm, flood or inundation from the sea*
 - (vi) escape of water from any tank apparatus or pipe*
 - (vii) subsidence, ground heave or landslip*
 - (viii) theft or attempted theft or malicious damage regardless of any other contributory cause.**
- (e) The cost of remedying or repairing
 - (i) gradual deterioration or wear and tear*
 - (ii) gradually developing defects, flaws, deformation, distortion, cracks or partial fractures*
 - (iii) loose parts or defective joints or seams unless caused directly by overheating brought about by shortage of water in Property Insured which is subject to steam or fluid pressure.*However, We will cover You for any consequent Damage to Property Insured under this Section*
- (f) damage to tyres caused by braking or by punctures, cuts or bursts.*
- (g) damage to experimental or prototype Property Insured.*
- (h) damage caused by the chipping of painted surfaces or scratching of any surfaces.*
- (i) Loss, destruction or damage caused by or consisting of
 - (i) safety or protective devices operating normally*
 - (ii) programming errors or design defects*
 - (iii) faulty workmanship**
- (j) Loss, destruction or damage caused by or arising from Pollution or contamination unless caused directly as result from an Insured Event under this section*
- (k) The cost of any maintenance work*

SPECIAL CONDITIONS

Discontinuance

In the event of any occurrence which may result in a claim, the use of the damaged Property Insured must be discontinued until it is repaired or unless We agree otherwise.

SECTION 4 – MONEY AND ASSAULT

DEFINITIONS

Money	Which for the purposes of the section shall mean: (1) coins, banks and currency notes (2) postal and money orders, bankers' drafts, cheques and giro cheques (3) crossed warrants, bills of exchange and securities of money (4) postage, revenue, national insurance and holiday with pay stamps (5) national insurance and holiday with pay cards, national savings certificates, war bonds, premium savings bonds and franking machine impressions (6) credit company sales vouchers, luncheon vouchers, gift tokens and trading stamps (7) VAT Invoice
Non-negotiable money:	Crossed cheques, crossed giro cheques, crossed bankers' drafts, crossed postal orders, crossed money orders credit card, company sales vouchers, value added tax purchase invoices, national savings certificates
Insured Person	You or Your Directors, partners or Employees aged between 16 and 75
Loss of Hearing	Total and permanent loss of hearing in one or both ears
Loss of Limb	In respect of (1) an arm (a) physical severance of all four fingers or (b) total and permanent loss of use of an entire hand or arm at or above the metacarpal phalangeal joints (where the fingers join the palm of the hand) and/or (2) a leg (a) physical severance or (b) total and permanent loss of use of an entire leg at or above the talo-tibial joint (the ankle).
Loss of sight	Includes total and permanent loss of sight which will be deemed to have occurred (1) in both eyes when the Insured Person's name has been added to the register of blind persons on the authority of a fully qualified ophthalmic surgeon specialist (2) in one eye when the degree of sight is 3/60 or less on the Snellen Scale (which means the Insured Person is only able to see at three feet that which they should normally be able to see at 60 feet) and We are satisfied that the condition is permanent and without expectation of recovery.
Loss of Speech	Total and permanent loss of speech.
Permanent Total Disablement	Permanent disablement (other than Loss of Hearing, Loss of Limb, Loss of Sight or Loss of Speech) which (1) wholly prevents the Insured Person from engaging in or giving attention to their usual occupation and (2) lasts without interruption for more than 12 months from the date of the accident and (3) in all probability will continue for the remainder of the Insured Person's life.
Temporary Total Disablement	Disablement which entirely prevents the Insured Person from engaging in their usual occupation.
Temporary Partial Disablement	Disablement which prevents the Insured Person from attending to a substantial part of their usual occupation.

SECTION 4 – MONEY AND ASSAULT\continued...

Part A: Money

Cover: We will Pay You for loss of Money stated in the Schedule which

- (a) belongs to You or
- (b) You are responsible for and

Is In connection with the Business in the following situations:

- (i) In Transit and or in Your custody or any authorised person acting on behalf of You or by registered post or at any of Your contract sites while Your Employees are working at such sites
- (ii) In a bank night safe until removed by the bank
- (iii) on the Premises within a locked safe
- (iv) on the Premises outside of a locked safe
- (v) at Your home or that of any of Your directors, partners or Employees

Occurring during the Indemnity Period following theft or attempted theft of Money.

Extensions

Vending machines We will pay for loss of Money from and damage to any vending or gaming machine(s) on the Premises and used in connection with Your Business following theft or attempted theft of Money. The maximum We will pay in respect of any one Indemnity Period is £500

Damage to Safes: We will pay you for the cost of replacement or repair following loss or damage to:

- (a) safe(s) or strongroom(s) used for the purposes of storing Money
- (b) case, bag or waistcoat used for the purposes of carrying Money

In connection with Your Business following theft or attempted theft of Money. The maximum We will pay in respect of any one Indemnity Period is £10,000 for safe(s) or strongroom(s) and £500 for any case, bag or waistcoat.

Damage to Clothing and Personal belongings: We will pay You in respect of loss or damage to clothing and personal belongings owned by You or any director, partner, or Employee of the Business following theft or attempted theft or threat of or use of violence which arises in connection with the Business. The maximum We will pay for any one person is £500.

Personal Money of owners, managers and Employees: We will pay You in respect of loss of Money which belongs to:

- (a) You or
- (b) any member of Your family or
- (c) any manager or
- (d) any Employee

at the Premises following theft or attempted theft. The maximum We will pay for any one person is £500.

Personal Money of Residents: We will indemnify You in respect of loss of Money which belongs to Residents permanently residing at the Premises. The maximum We will pay in respect of any one loss for any one Resident is £100.

Credit and Debit Cards: We will pay You for any amount for which You become liable to pay under the terms of issue of any bank charge credit card or debit card belonging to and used in connection with the Business following theft or attempted theft. Providing that You report the loss of the card to the issuing Bank and the Police within 24 hours of the theft or attempted theft. The maximum We will pay for any one Indemnity period is £500.

SECTION 4 – MONEY AND ASSAULT\continued...

Special Conditions: Minimum Security

You must

- (a) keep a complete record of money in a secure place other than in a safe containing money
 - (b) keep safe keys and/or combination codes solely in the possession of authorised persons
 - (c) ensure money in transit is accompanied at all times by the following
 - (i) over £2,500 and up to £5,000 - 2 able bodied persons
 - (ii) over £5,000 and up to £7,500 - 3 able bodied persons
 - (iii) over £7,500 - independent private security
 - (d) always use private transport where the distance money is in transit exceeds 1 mile.
-

Exceptions:

We will not Pay or indemnify You in respect of

- (1) *Loss or shortage due to*
 - (a) *clerical or accounting errors or omissions*
 - (b) *accounting depreciation*
 - (c) *currency fluctuation*
 - (d) *consequential loss of any kind*
 - (2) *loss due to the fraud or dishonesty of any director, partner, or Employee of Yours*
 - (3) *loss from unattended vehicle unless the vehicle is designed to carry Money and has been fitted with a secure transportation safe.*
 - (4) *loss or damage arising outside of Geographical Limits.*
 - (5) *loss resulting directly and indirectly from*
 - (a) *forgery*
 - (b) *fraudulent alteration or substitution*
 - (c) *fraudulent use of a computer or electronic transfer*
 - (6) *loss resulting from any use of any form or payment which proves to be for any reason*
 - (a) *counterfeit*
 - (b) *false*
 - (c) *invalid*
 - (d) *uncollectable*
 - (e) *irrecoverable*
 - (7) *loss of Money resulting directly or indirectly from or in connection with*
 - (a) *Virus or similar mechanism*
 - (b) *Denial of Service Attack*
 - (c) *unauthorised access to or use of a Computer or Electronic Equipment*
 - (8) *loss of Money resulting directly or indirectly from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss*
 - (a) *Terrorism*
 - (b) *civil commotion in Northern Ireland*
 - (c) *any action taken in controlling, preventing, suppressing, or in any way relating to (a) and/or (b) above.*
-

SECTION 4 – MONEY AND ASSAULT\continued...

Exceptions:
(Continued)

Terrorism means

- (i) *in respect of loss of Money occurring in England, Wales and Scotland only but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987 nor the Isle of Man or the Channel Islands, 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 HM Government in the United Kingdom or any other government de jure or de facto*
- (ii) *in respect of loss of Money occurring in any territory not specified in (i) above any act or acts including but not limited to*
 - *the use or threat of force and/or violence, and/or*
 - *harm or damage to life or to property or the threat of such harm or damage including but not limited to harm or damage by nuclear and/or chemical and/or biological and/or radiological means*

caused or occasioned by any person(s) or group(s) of persons or so claimed in whole or in part for political, religious, ideological or similar purposes.

In any action, suit or other proceedings where We allege that any damage results from Terrorism as defined above and is therefore not covered by this Section, the burden of proving that any such damage is covered under this Section will be upon You.

Part B: Assault

Cover:

We will pay in accordance with the basis of settlement, You or Your personal representatives compensation as stated in the Schedule for Bodily injury to an Insured Person caused by theft, attempted theft, involving violence or the threat of violence, which occurs in the course of the Business during the Indemnity Period and solely, directly or independently or any other cause results in any of the following events occurring within 24 Months of Bodily Injury:

- (1) Death
- (2) Loss of hearing and/or Loss of Sight and/or Loss of Speech
- (3) Loss of Limb
- (4) Permanent Total Disablement
- (5) Temporary Total Disablement for a maximum of two years from the disablement started
- (6) Temporary Partial Disablement for a maximum of two years from the disablement started

We will not provide compensation in respect of any claim relating to any non-contracting party rights to enforce all or any parts of this Section. The Contracts (Rights to Third Parties) Act 1999 does not apply to this section.

Basis of settlement:

- (1) We will Pay:
 - (a) the compensation stated in the Schedule
 - (b) Weekly compensation at four weekly intervals
-

Special Conditions:

- (1) Weekly compensation will end if we pay for Death, Loss of hearing and/or Loss of Sight and/or Loss of Speech Loss of Limb, Permanent Total Disablement.
 - (2) Insurance will end to the Insured Person if We pay compensation for Death, Loss of hearing and/or Loss of Sight and/or Loss of Speech Loss of Limb, Permanent Total Disablement
 - (3) We may arrange for the Insured Person to undergo a medical examination or in the event of death, a post mortem examination.
 - (4) Your or Your personal representative, will supply to us, at Your expense, any medical
 - (a) certificates
 - (b) information
 - (c) evidenceIn the format We require to support a claim
-

SECTION 4 – MONEY AND ASSAULT\continued...

Extensions:

Medical and Dental Expenses: Where compensation is payable for payable for Temporary Total Disablement or Temporary Partial Disablement, We will also pay up to maximum of £1,000 in respect of medical and or dental expenses which have been incurred in respect of the Insured Person

Exceptions: *We will not pay compensation for any event specified within this section directly or indirectly caused by the Insured Person suffering from any disability due to gradually operating cause or any naturally occurring conditions or degenerative process.*

SECTION 5 – GOODS IN TRANSIT

COVER	We will indemnify You if any of the Property Insured is lost, destroyed or damaged by an Insured Event.
PROPERTY INSURED	Business Contents and Computer and Electronic Equipment whilst being loaded onto, unloaded from or transported in any vehicle belonging to You or for which You are responsible.
INSURED EVENTS	Loss, accidental or malicious Damage
INDEMNITY LIMIT	<p>The maximum We will pay will not exceed the sum insured recorded against the Property Insured as stated in the Policy Schedule.</p> <p><i>We will not pay more for the repair or restoration in part than would have been payable had that property been wholly destroyed</i></p>
EXTENSIONS	<p>We will pay You for the reasonable costs incurred by You for</p> <p>(a) the replacement of ropes, sheets, tarpaulins, securing chains and toggles for no more than £250 provided these are</p> <ul style="list-style-type: none">(i) owned by You or in Your custody and control(ii) lost or damaged at the same time as loss or damage to the Property Insured <p>(b) the removal of debris as a result of an Insured Event up to a maximum of £250</p>
EXCLUSIONS	<p><i>We will not pay for</i></p> <ul style="list-style-type: none">(1) <i>the Excess</i>(2) <i>scratching, chipping, breakage of glass, chine, marble, plasterwork, earthenware, scientific instruments, clocks, pictures, goods of a brittle nature, electrical or mechanical derangement unless caused by fire, theft or an accident to the conveying vehicle.</i>(3) <i>any of the Property Insured which is cracked or broken at inception of this insurance</i>(4) <i>theft from unattended vehicles unless</i><ul style="list-style-type: none">(a) <i>all doors (including luggage boot) are locked and all windows and the roof of the vehicle are closed and secured and</i>(b) <i>between the hours of 9pm and 6am the vehicle is parked or garaged within a locked premises or Yard.</i>(5) <i>loss or damage due to</i><ul style="list-style-type: none">(a) <i>wear and tear deterioration depreciation mildew rust moth vermin insects atmospheric or climatic conditions</i>(b) <i>theft or pilferage where any of Your Employees are concerned as Principal or accessory</i>(c) <i>delay or any consequential loss</i>(d) <i>defective or inadequate packing, insulation or labelling</i>(e) <i>inadequate documentation</i>(f) <i>damage arising from confiscation, requisition or destruction by order of any government or any public authority; riot, civil commotion, strikes, lockouts or labour disturbances.</i>(g) <i>Damage, occurring outside the Geographical limits; not connected with the Business</i>(h) <i>Property in transit for hire or reward</i>(6) <i>loss or Damage to the Property Insured resulting directly or indirectly from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss</i><ul style="list-style-type: none">(a) <i>Terrorism</i>(b) <i>civil commotion in Northern Ireland</i>(c) <i>any action taken in controlling, preventing, suppressing, or in any way relating to (a) and/or (b) above. Terrorism means</i><ul style="list-style-type: none">(i) <i>in respect of Damage occurring in England, Wales and Scotland only but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987 nor the Isle of Man or the Channel Islands, 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 HM Government in the United Kingdom or any other government de jure or de facto</i>

SECTION 5 – GOODS IN TRANSIT\continued...

EXCLUSIONS

(Continued)

- (ii) *in respect of loss or Damage occurring in any territory not specified in (i) above any act or acts including but not limited to the use or threat of force and/or violence, and/or harm or Damage to life or to property or the threat of such harm or Damage including but not limited to harm or Damage by nuclear and/or chemical and/or biological and/or radiological means caused or occasioned by any person(s) or group(s) of persons or so claimed in whole or in part for political, religious, ideological or similar purposes. In any action, suit or other proceedings where We allege that any damage results from Terrorism as defined above and is therefore not covered by this Section, the burden of proving that any such damage is covered under this Section will be upon You.*
-

SECTION 6 – REFRIGERATED GOODS

COVER	We will indemnify You, if any of the Property Insured is lost, destroyed or damaged by an Insured Event.
PROPERTY INSURED	Frozen, refrigerated or chilled foods and medicines contained in the cold chamber of any refrigerating plant at the Premises.
INSURED EVENTS	Deterioration or putrefaction as a result of (a) contamination by refrigerant or refrigerant fumes (b) a rise or fall in temperature due to (i) breakdown of the refrigeration plant or accidental damage to the cold chamber caused by mechanical or electrical defects in the unit while it is being used under normal working conditions (ii) failure of any thermostatic or automatic controlling device of the cold chamber due to an inherent default (iii) failure of the public electricity supply <i>but excluding the deliberate act of the supply authority</i>
INDEMNITY LIMIT	The maximum We will pay will not exceed the sum insured recorded against the Property Insured as stated in the Policy Schedule. <i>We will not pay more for the repair or restoration in part than would have been payable had that property been wholly destroyed</i>
EXCLUSIONS	<i>We will not pay for</i> (1) <i>the Excess</i> (2) <i>the occurrence of an Insured Event to Property Insured in any chamber which is more than 10 years old unless</i> (a) <i>a contract is kept in force with a competent refrigeration engineer providing for inspection and maintenance of the refrigeration plant at least once a year</i> (b) <i>a proper record is kept of all examinations, adjustments and replacements carried out to the refrigeration plant.</i> (3) <i>the occurrence of an Insured Event where the motor and/or compressor are not hermetically sealed unless</i> (a) <i>a contract is kept in force with a competent refrigeration engineer providing for inspection and maintenance of the refrigeration plant at least once a year</i> (b) <i>a proper record is kept of all examinations, adjustments and replacements carried out to the refrigeration plant.</i> (4) <i>the occurrence of an Insured Event arising from the wearing or wearing out of any part of a machine caused by or naturally arising from ordinary use</i> (5) <i>damage caused by failure to correctly set any temperature controls</i> (6) <i>loss of use or any consequential loss of any kind</i>

SECTION 7 – BUSINESS INTERRUPTION

COVER	We will indemnify You in accordance with the Basis of Settlement following an Insured Event.
BASIS OF SETTLEMENT	<p>We will pay You</p> <p>(a) the shortfall between the Revenue received during the Indemnity Period and the Revenue which would have received were it not for the occurrence of the Insured Event</p> <p>(b) any additional expenses You necessarily and reasonably incur, with Our prior written consent, to avoid such a shortfall but only to the extent of the shortfall avoided</p> <p>less any savings on expenditure which cease or reduce as a result of the Insured Event</p>
INSURED EVENTS	<p>Material Damage</p> <p>loss or damage insured by Section 1 (Buildings & Contents) of this Policy</p> <p>(1) for which We have agreed to indemnify You or</p> <p>(2) were it not for the first amount You are required to pay as detailed in Section 1 (Buildings and Contents), We would have agreed to indemnified You.</p>
LIMITS OF INDEMNITY	The amount payable in any one Period of Insurance shall not exceed the Sum Insured as stated in the Policy Schedule.
EXTENSIONS	<p>Action by Police, Government or Other Competent Authority</p> <p>The prevention or restriction of access to, or closure of, The Premises, by any Police, Government or other competent Authority, due to an emergency event within one mile of the boundary of The Premises that causes or threatens a danger or disturbance.</p> <p><i>We will not indemnify You</i></p> <p>(i) <i>in respect of any action taken in controlling, preventing or suppressing the spread of any disease.</i></p> <p>(ii) <i>in respect of any danger or disturbance caused wholly or partly by You, or through Your misconduct, connivance, neglect or omission.</i></p> <p>The provisions of any Automatic Reinstatement Clause does not apply in respect of this Extension.</p> <p>Alternative Accommodation</p> <p>In the event that part of the Premises occupied by You (if a sole trader) or by any partner, director or Employee of Yours for private residential purposes is damaged by any of the Insured Events specified in Section 1 (Buildings & Contents) of this policy sufficiently to render it uninhabitable, then We will indemnify that person for</p> <p>(a) the cost of alternative accommodation</p> <p>(b) the cost of temporary storage of that person's furniture</p> <p><i>but excluding</i></p> <p>(i) <i>any costs incurred after the period reasonably necessary to reinstate the damage</i></p> <p>(ii) <i>rent and any other costs and expenses which would have been incurred but for the damage</i></p> <p>(iii) <i>any losses exceeding 10% or £25,000, whichever is the lower</i></p> <p>Automatic Reinstatement</p> <p>In the event of a claim for which We are providing You with an indemnity under this section of the policy and in the absence of written notice by You or Us to the contrary, the amount of insurance cancelled by this claim is reinstated automatically from the date of the occurrence of the claim and You undertake to pay the appropriate additional premium resulting there from.</p> <p>Book Debts</p> <p>In the event of loss or damage to Your books of accounts or other books or records due to any of the Insured Events specified in Section 1 (Buildings & Contents) of this this Policy, We will indemnify You for</p> <p>(1) the amount of debts due to You from Your customers which cannot be traced</p> <p>(2) the cost incurred by You with Our prior written permission in establishing the amount of those debts <i>but excluding amounts which are or could reasonably be been regarded as bad debts and, notwithstanding the loss or damage, would have been incurred anyway</i></p> <p>The maximum We will pay is £25,000 or as stated in the Schedule</p>

SECTION 7 – BUSINESS INTERRUPTION\continued...

EXTENSIONS

(Continued)

Denial of Access

Damage to property not owned or occupied by You but within one mile of the Premises which prevents or hinders the use of or access to the Premises.

The maximum We will pay in respect of any one Period of Insurance will be £250,000 or 3 months income whichever is the lower

Professional Accountants

We will indemnify You for professional accountants' charges reasonably incurred by You with Our prior written permission for producing and/or certifying any particulars or information requested by Us and confirming the information is in accordance with Your business books

The maximum We will pay for any claim, including professional accountants' charges is the Sum Insured

Public Utilities

Any accidental failure of public supplies of electricity, gas or water at the terminal ends of the public supply undertaking feed to the Premises but excluding

- (i) as a result of a deliberate act of any supply authority
- (ii) a scheme of rationing not necessitated solely by accidental damage to the supply authority's generating or supply equipment
- (iii) caused by any industrial action
- (iv) other than at premises in England, Scotland, Wales, Northern Ireland, the Channel Islands or Isle of Man
- (v) lasting less than 4 hours but this will not apply in respect of accidental failure resulting from Damage to any land based premises of Your supplier.

The maximum We will pay will be

- (a) £50,000 any one loss for failure resulting from accidental means other than Damage
- (b) £100,000 any one Period of Insurance for failure resulting from accidental means other than Damage

Specified Disease, Food Poisoning, Vermin Pests and Defective Sanitation, Murder or Suicide

- (1) A Specified Disease occurring at The Premises or within five miles of the boundary of The Premises,
- (2) Any person contracting an illness caused by food or drink poisoning, which is directly attributable to food or drink supplied from The Premises,
- (3) The discovery of an organism at The Premises which is likely to result in any person contracting an illness caused by food or drink poisoning or a Specified Disease,
- (4) (a) The discovery of vermin or pests
or
(b) any accident causing defects in the drains or other sanitary arrangements, at The Premises,
- (5) Any occurrence of murder or suicide at The Premises which
 - (a) restricts the use of or results in closure of The Premises on the order or advice of the competent authority
and
 - (b) directly results in a reduction in the Turnover (or Revenue, Fees, or Rentals as insured by this Section) of The Business.

The provisions of any Automatic Reinstatement Clause do not apply in respect of Additional Contingency Specified Disease, Food Poisoning, Vermin Pests and Defective Sanitation, Murder or Suicide.

SECTION 7 – BUSINESS INTERRUPTION\continued...

EXTENSIONS
(Continued)

Definitions

For the purposes of this additional contingency, the following definitions apply:

Indemnity Period

The period during which the results of The Business are affected due to the accident, occurrence or discovery starting from the date the Premises are closed or their use restricted and ending not later than the Maximum Indemnity Period.

Maximum Indemnity Period

Three months.

We will not indemnify You in respect of

- (a) any costs incurred in cleaning, repair, replacement, recall or checking of property,
- (b) reduction in the Turnover (or Revenue, Fees or Rentals as insured by this Section) of any premises, caused by,
 - (i) any occurrence of a Specified Disease not at The Premises or within five miles of the boundary of The Premises.
 - (ii) food poisoning, vermin, pest, defective sanitation, murder or suicide, not occurring at The Premises.

Specified Disease

Any of the following diseases contracted by any person

(a) Acute	Lyme Disease	Scarlet fever	Lassa virus
encephalitis	Malaria	Smallpox	Junin virus
Acute	Measles	Tetanus	Machupo virus
poliomyelitis	Meningitis	Toxoplasmosis	Sabia virus
Anthrax	Meningococcal septicaemia	Tuberculosis	Guanarito virus
Chicken pox	Mumps	Typhoid fever	Ebola virus
Cholera	Ophthalmia neonatorum	Typhus fever	Marburg virus
Diphtheria	Paratyphoid fever	Viral hepatitis	Crimean-Congo haemorrhagic fever virus
Dysentery	Puerperal fever	Whooping cough	
Erysipeloid	Plague	Yellow fever	Hanta virus
Legionellosis	Rabies	(b) Viral haemorrhagic fever	Rift Valley fever virus
Legionnaires Disease	Relapsing fevers	caused by the following virus's	Yellow fever virus
Leprosy	Rubella		Dengue virus
Leptospirosis			

Condition

If in relation to any claim arising directly or indirectly from an occurrence of Legionellosis or Legionnaires Disease You have failed to fulfil the following condition, You will lose Your right to indemnity or payment for that claim.

At The Premises You must ensure compliance at all times with the Health and Safety Commissions Approved Code of Practice, "The Prevention and Control of Legionellosis (including Legionnaires Disease)" Ref ISBN-0-7176-1772- 6 or any supplementary, replacement or amending Code of Practice.

SECTION 7 – BUSINESS INTERRUPTION\continued...

EXTENSIONS

(Continued)

Suppliers Premises

We will indemnify You for any additional costs You reasonably incur as a result of loss or damage at a supplier's premises caused by an Insured Event as defined by Section 1 (Building and Contents) of this Policy which results in interruption or interference with The Business *but excluding any losses exceeding £25,000.*

EXCLUSIONS

We will not pay You for

- (a) Value Added Tax to the extent You are accountable to the tax authorities for same and, as such, all terms in this Section are exclusive of thereof.*
- (b) if The Business is wound up or carried on by a liquidator or receiver or permanently discontinued or in the event Your interest ceases (other than by death) at any time after the commencement of this insurance.*
- (c) erasure or distortion of Data unless caused by Damage to the equipment on or in which the Data is processed or recorded*
- (d) any Damage to the Property Insured resulting directly or indirectly from or in connection with any of the following regardless of any other cause or event contributing concurrently or other sequence to the loss*
 - (i) Terrorism*
 - (ii) civil commotion in Northern Ireland*
 - (iii) any action taken in controlling, preventing, suppressing, or in any way relating to (i) and/or (ii) above.*

Terrorism means

- (i) in respect of Damage occurring in England, Wales and Scotland only (but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987 nor the Isle of Man or the Channel Islands) 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 Her Majesty's government in the United Kingdom or any other government de jure or de facto*
- (ii) in respect of Damage occurring in any territory not specified in (i) above any act or acts including but not limited to*
 - the use or threat of force and/or violence and/or*
 - harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm or damage by nuclear and/or chemical and/or biological and/or radiological means*

caused or occasioned by any person(s) or group(s) of persons or so claimed in whole or in part for political, religious, ideological or similar purposes. In any action, suit or other proceedings where We allege that any Damage results from Terrorism as defined above and is therefore not covered by this Section, the burden of proving that any such Damage is covered under this Section will be upon You

- (e) (i) Loss of Data*
- (ii) any Damage to Computer and Electronic Equipment or Failure resulting directly or indirectly from, or in connection with*
 - Virus or Similar Mechanism,*
 - Denial of Service Attack,*
 - unauthorised access to or use of Computer and Electronic Equipment.*

However, We will indemnify You in respect of subsequent Damage to the **Property Insured** caused by or resulting from an Insured Event which is not otherwise excluded

SECTION 7 – BUSINESS INTERRUPTION\continued...

SPECIAL CONDITIONS Adjustments

We are entitled to make adjustments to Your claim for

- (a) the trend of The Business
- (b) variations in or other circumstances affecting The Business

either before or after the Insured Event, which would have affected The Business anyway had the Insured Event not occurred so that the figure, so adjusted, shall represent as nearly as may be practicable, the results that, were it not for the occurrence of the Insured Event, would have been obtained during the relative period after the Insured Event.

Alteration

We will not indemnify You under this Section if

- (a) *any Policyholder*
 - (i) *agrees a composition or arrangement with creditors*
or
 - (ii) *agrees a proposal for a voluntary arrangement for a composition of debts or a scheme of arrangement approved in accordance with the Insolvency Act 1986 (or any successor act)*
or
 - (iii) *has an application made under the Insolvency Act 1986 (or any successor act) to the court for the appointment of an administrator*
or
 - (iv) *has a winding up order made or a resolution for voluntary winding up passed (except for the purposes of amalgamation or reconstruction), or has a provisional liquidator, receiver, or receiver and manager of The Business duly appointed*
or
 - (v) *has an administrative receiver, as defined in the Insolvency Act 1986 (or any successor act), appointed or has possession taken by or on behalf of the holders of any debentures secured by floating charge or of any property comprised in or subject to the floating charge.*
- (b) *Your interest ceases otherwise than by Your death.*

However, We will indemnify You if We agree otherwise in writing.

Claims Procedures

If in relation to any claim, You have failed to comply with the following Claims Procedures

You will lose Your right to indemnity under this Section.

You must

- (a) take any action reasonably practicable to minimise any interruption of or interference with The Business or to avoid or minimise any Damage
 - (b) at Your expense, provide Us with
 - (i) a written claim
and
 - (ii) details of other insurances covering the Damage within 30 days after the expiry of the Indemnity Period or such further time that We may allow
 - (iii) books, records and documents We require to assess Your claim
 - (c) repay Us, any payment on account We have already made, if You fail to comply with this condition.
-

SECTION 7 – BUSINESS INTERRUPTION\continued...

SPECIAL CONDITIONS **Alternative Trading**

(Continued)

In the event that, during the Indemnity Period, consumables are sold or supplied or services are rendered elsewhere than at the Premises for the benefit of The Business, regardless of by whom, then any/all monies paid or payable in respect of same shall be brought into account in the assessment of Your claim.

Average

In the event the sum insured (or the proportionately reduced amount if the Indemnity Period exceeds twelve months) is less than the annual Revenue then Your claim will be proportionately reduced.

Property Cover

We will not indemnify You under this Section unless

- (1) there is in force at the time of the Damage, an insurance policy covering Your interest in the property at The Premises for the Damage
and
 - (2) (i) payment has been made or liability admitted for such Damage
or
(ii) payment would have been made or liability would have been admitted for such Damage but for the exclusion of losses below a stated amount in such insurance policy.
-

SECTION 8 – LOSS OF REGISTRATION

COVER

We will indemnify You for the depreciation in value of Your interest in the Premises if the registration certificate granted for You to carry on the Business is

- (a) forfeited under the provisions of legislation governing said certificate or
 - (b) refused renewal by the appropriate authority at the time of renewal during the Period of Insurance from a cause beyond Your control.
-

LIMIT OF INDEMNITY

The maximum amount, inclusive of costs and expenses, as stated in the Policy Schedule, that We will pay in any one Period of Insurance.

EXCLUSIONS

Alteration in Law

We will not indemnify You for any losses arising from any alteration in the law affecting the grant, surrender, forfeiture or refusal to renew the registration certificate.

Business Cessation

We will not indemnify You in the event of bankruptcy, insolvency or liquidation of the Business.

Other Compensation

We will not indemnify You where You are entitled to obtain or receive compensation under the provisions of any Act of Parliament in respect of the forfeiture or refusal to renew the registration certificate.

Planning

We will not indemnify You where the forfeiture or refusal to renew the registration certificate arises out of

- (a) compulsory purchase or any scheme of town or country planning, improvement or development
- (b) surrender, reduction or redistribution of registration certificates associated with such schemes
- (c) the Premises being required for any public purpose

Prompt Reporting

We will not indemnify You for any circumstance or event which could give grounds or cancellation of Your registration and is not reported to Us with 24 hours of You becoming aware of said grounds.

SPECIAL CONDITIONS

Alteration

We will not indemnify You under this Section if

- (1) Any Policyholder
 - (a) agrees a composition or arrangement with creditors,
or
 - (b) agrees a proposal for a voluntary arrangement for a composition of debts or a scheme of arrangement approved in accordance with the Insolvency Act 1986 (or any successor act),
or
 - (c) has an application made under the Insolvency Act 1986 (or any successor act) to the court for the appointment of an administrator,
or
 - (d) has a winding up order made or a resolution for voluntary winding up passed (except for the purposes of amalgamation or reconstruction), or has a provisional liquidator, receiver, or receiver and manager of The Business duly appointed,
or
 - (e) has an administrative receiver, as defined in the Insolvency Act 1986 (or any successor act), appointed or has possession taken by or on behalf of the holders of any debentures secured by floating charge or of any property comprised in or subject to the floating charge.
- (2) Your interest ceases otherwise than by Your death.

However, We will indemnify You if We agree otherwise in writing.

SECTION 8 – LOSS OF REGISTRATION\continued...

Change in Risk

If in relation to any claim You have failed to comply with any of the following conditions, You will lose Your right to indemnity or payment for that claim.

You must notify Us in writing immediately You become aware of

- (a) a change in tenancy or management of The Premises
- (b) a change in the registered manager of the Business
- (c) a transfer or proposed transfer of the registration
- (d) a complaint against The Premises or the control of The Premises
- (e) any action against the
 - (i) registration holder
 - (ii) manager
 - (iii) tenant or other occupier of The Premises

for any breach of the licensing law, or any other matter where the integrity of the person concerned is brought into question.

- (f) objection to renewal of the registration, or other reasons which could endanger the registration or its renewal.

Continuation

In the event of death, bankruptcy, incapacity, desertion of the Premises or conviction of any offence of any person registered in respect of the Business with the relevant regulatory authority, You will at Our request and where practicable, find a suitable person in replacement at Your own expense to whom the registration authority will grant registration.

SECTION 9 – COMMERCIAL CRIME

DEFINITIONS

Each time any of the following words or phrases appear in this section in bold they will take the specific meaning shown below.

Discovery/Discovered	<p>When any director, partner, Member, trustee, officer, department director, senior manager or equivalent of Yours (who is not In Collusion with a dishonest Employee, dishonest Outsource Service Provider or dishonest Third Party) first becomes aware of any act, event or matter which would cause a reasonable person to believe that a crime (or for the purposes of cover extension (12), some disappearance, damage or destruction) had occurred which could give rise to a Loss under this policy regardless of whether the exact amount or circumstances of the Loss have been established.</p> <p>Discovery also occurs when any director, partner, Member, trustee, officer, department director, senior manager or equivalent of Yours receives notice of an actual or potential claim against You alleging facts that if true may constitute a Loss covered by this policy.</p> <p>Any Discovery made by any one of You shall constitute a Discovery made by all of You.</p>
Discovery Period	<p>The period shown on the Schedule, either immediately following the expiry of the Period of Insurance (in respect of which a claim is made under this policy) or earlier termination of the policy.</p> <p>Any Loss Discovered during the Discovery Period shall be deemed to have been Discovered during the immediately preceding Period of Insurance.</p>
Excess/Excesses	<p>The amount or amounts shown in The Schedule which You must bear for each Single Loss.</p>
Expenses	<p>Any</p> <ol style="list-style-type: none">(1) Investigation Costs(2) Legal Defence Costs(3) Mitigation Costs(4) Reinstatement of Data Costs(5) Reputational Recovery Costs, or(6) Property Damage Expenses <p>necessarily and reasonably incurred by You with Our prior written consent.</p>
External Crime	<p>Acts of Theft, fraud or dishonesty committed by any Third Party with the principal intent to cause You Loss.</p>
Financial Trading	<p>The purchase, sale or exchange transactions, repurchase agreements or other dealings by or on behalf of You concerning securities, metals, commodities, funds, currencies, foreign exchange and interests therein, and the like, together with all forms of derivatives but shall not include the purchase of inventory in the normal course of The Business.</p>
In Collusion	<p>Where two or more people are involved or implicated together or where they assist each other materially.</p>
Insured Property	<p>Tangible property other than Money or Securities.</p>
In Transit	<p>The carriage of the item which is the subject of a Loss while outside The Premises from one designated place to another in the custody of</p> <ol style="list-style-type: none">(1) an Employee, or(2) a person expressly authorised by You to have such custody.

SECTION 9 – COMMERCIAL CRIME\continued...

Internal Crime	<p>Acts of Theft, fraud or dishonesty committed by any of Your Employees (acting alone or In Collusion with other Employees, persons or organisations) with the principal intent to cause You Loss, but where any such fraud or dishonesty involves Financial Trading, such act will only fall within this definition if it was committed by one or more of Your Employees with the principal intention of obtaining an improper personal financial gain for the Employee concerned or any other person or organisation intended by the Employee to receive such gain.</p> <p>For the purpose of this definition</p> <ol style="list-style-type: none">(1) “improper personal financial gain” does not include salary, commissions, fees, bonuses, promotions or other emoluments or benefits legitimately earned or paid in the normal course of employment, and(2) “intent” means deliberate intent. Recklessness or inadvertence do not constitute intent.
Investigation Costs	<p>Independent investigation costs, incurred by You solely to substantiate the cause and amount of any Loss covered by this policy, including professional fees, but not costs paid by You for salaries, wages or any similar expenditure.</p>
Legal Defence Costs	<p>Legal fees, costs or expenses incurred and paid by You to defend any legal proceeding, which You subsequently establish has resulted directly from a Loss covered by any Section of this policy other than cover extension (2) (Care, Custody and Control & Client Loss), cover extension (10) (Benefit Scheme) and cover extension (13) (Outsource Service Provider Crime).</p>
Loss	<ol style="list-style-type: none">(1) Direct financial loss sustained by You,(2) loss of Insured Property leased or hired by You for which You are legally liable, and(3) for the purposes of cover extensions (2) (Care, Custody and Control & Client Loss) and (13) (Outsource Service Provider Crime) only, loss of Money, Securities or Insured Property not belonging to, leased or hired by You.
Member	<p>A member of a limited liability partnership formed under the Limited Liability Partnerships Act 2000 or any amendment or re-enactment thereof.</p>
Mitigation Costs	<p>Any costs and expenses reasonably incurred by You and with Our prior written consent in taking any action to</p> <ol style="list-style-type: none">(1) avoid any Loss which, but for such action, would have been insured by this policy, but only to the extent that such costs and expenses do not exceed the Loss which would have occurred had such action not been taken, or(2) reduce any Loss covered under this policy, but only to the extent that such costs and expenses do not, when combined with the Loss that occurred, exceed the amount of the Loss which would have occurred had such action not been taken.
Money	<p>Current</p> <ol style="list-style-type: none">(1) coins, bank and currency notes and bullion(2) postal and money orders, travellers cheques, registered cheques and giro cheques(3) postage, revenue, national insurance and holiday pay stamps(4) national insurance and holiday pay cards, national savings certificates(5) franking machine impressions(6) credit company sales vouchers, luncheon vouchers and trading stamps,(7) VAT invoices.(8) credit or debit balances in Your name (or for the purposes of cover extension (2) Care, Custody and Control & Client Loss, credit or debit balances in Your Client’s name) held at a bank or financial institution. For the purposes of cover extension (12) Impairment of Money and Securities, (8) shall not apply.

SECTION 9 – COMMERCIAL CRIME\continued...

Outsource Service Provider	<p>A natural person, firm, company, association or organisation duly authorised under written contract with You to provide outsource services to You (including legal support, payroll, billing and data entry, benefits management, information technology, web development, business processes, human resources, facilities management, logistics, guarding, cleaning and landscaping services).</p> <p>Unless agreed in writing by Us, Outsource Service Provider shall not include any external auditor, accountant, broker, investment adviser or investment manager, factor, commission merchant, consignee or other similar agent or representative.</p>
Property Damage Expenses	<p>The costs of replacing or repairing any loss of or damage to</p> <ol style="list-style-type: none">(1) The Premises, or(2) furnishings, fixtures, equipment, safe, vault, cash register, cash box or cash drawer on The Premises <p>owned by You or for which you are legally liable.</p>
Recruitment Costs	<p>External recruitment costs, incurred by You (with Our prior written consent) to recruit a new Employee or group of Employees to replace an Employee or group of Employees dismissed from his/her or their post(s) within The Business as a direct consequence of having committed an act of Theft, fraud or dishonesty indemnified by Section 1 (1) of this policy. Such dismissal must be as soon as practicable following identification of the individual(s) involved in the Loss. Recruitment costs do not include internal costs such as those costs paid for salaries, wages or any similar expenditure.</p>
Reinstatement of Data Costs	<p>The cost of reinstating Data if such Data was damaged, destroyed, erased or stolen (and, for the purposes of cover extension (13), the costs of removing Malicious Code) excluding costs arising</p> <ol style="list-style-type: none">(1) as a result of the reconstitution of Data recorded on magnetic or optical media if there are no analysis files specifications or backups of Data, or(2) as a result of the reconstitution of Data if illegal copies of programs are knowingly used by You to do so, or(3) to render the information usable by replacement processing equipment, or(4) to design, update or improve Data.
Reputational Recovery Costs	<p>Fees necessarily incurred by You to employ the services of an external public relations consultant solely to provide advice to minimise adverse publicity following Discovery of a Loss covered by this policy.</p>
Securities	<p>Negotiable and non-negotiable instruments or contracts representing Money or property, including but not limited to any note, stock, bond, share, other equity or debt security or carbon credit, but excluding Money.</p>
Single Loss	<p>All Losses, costs or expenses arising from or attributable to</p> <ol style="list-style-type: none">(1) a single act or any number of acts in which the same person (whether an Employee, Third Party or other person) is implicated, or(2) one originating cause <p>regardless of the number of You who sustain such Losses, costs or expenses.</p>
Cover:	<p>We will indemnify You for Loss that is Discovered during the Period of Insurance in accordance with the limits of indemnity shown on your Schedule resulting from any Single Loss of:</p> <ol style="list-style-type: none">(1) Internal Crime(2) External Crime <p>The maximum amount that we will pay in respect In any Period of Insurance shall be limited to £100,000 and £25,000 for any Single Loss.</p> <p>We will also pay Expenses necessarily and reasonably incurred by You with Our written prior consent.</p>

SECTION 9 – COMMERCIAL CRIME\continued...

EXTENSIONS

Care, Custody and Control and Service User loss:

We will indemnify You for Loss of Money or tangible property Discovered during the Period of Insurance:

- (a) That does not belong to You, but which is in Your care, custody and control or
- (b) Held by a Service User (which is not in Your care, custody and control) provided that You are legally liable to such Service Users for Loss

Resulting from Internal Crime or External Crime but excluding:

- (1) Any consequential or subsequent damages, Interest, legal costs or disbursements that occurs to any person or organisation as result of the Loss of money or tangible property.
- (2) Any Loss attributable to the actions of another person, firm, company, association or organisation duly authorised under a written contract to provide You with services by which You outsource the following services
 - legal support,
 - payroll,
 - billing,
 - security,
 - data management,
 - human resources,
 - Recruitment
 - facility management
 - Medical and healthcare support

The maximum amount Payable under this extension shall not exceed the amounts shown on Your Schedule:

Court Attendance and Staff disruption:

We will Pay You compensation at the rate of

- (a) £500 per day for any director, partner, Principal, manager
- (b) £250 per day any Employee not mentioned in a) above

Who is required to attend:

- Court
- Arbitration or mediation by legal advisors
- A meeting with the police or care regulator away from the Premises shown in the Schedule
- A consultation with a barrister that is acting in with Our written consent.

The maximum amount of compensation in respect of this extension shall be limited to £10,000 in any one Period of Insurance.

SECTION 9 – COMMERCIAL CRIME\continued...

EXTENSIONS

(Continued)

Erroneous Electronic Transfer of Money:

We will indemnify you for loss of Money Discovered during the Period of Insurance resulting directly from the failure of a third party person, firm or organisation to return Money transferred erroneously by an Employee provided that You exhaust every reasonable course of action to secure recovery of such money

But excluding:

- (i) Employees acting under an instruction that is intended to deceive

The maximum amount of compensation in respect of this extension shall be limited to £10,000 in any one Period of Insurance.

Recruitment costs:

We will pay for costs incurred by You (with Our prior written consent) to recruit new Employees to replace existing Employees that have been dismissed from their post(s) within the Business as direct consequence of having committed an act of theft, fraud, dishonesty

But excluding:

- (i) salaries,
- (ii) wages,
- (iii) relocation fees,
- (iv) performance incentives

The maximum amount of compensation in respect of this extension shall be limited to £10,000 in any one Period of Insurance.

EXCLUSIONS

The following section exclusions apply.

For the purposes of these exceptions, the word 'loss' includes, but is not limited to, Loss, Expenses, interest, charges, penalties and physical loss or damage.

We will not provide indemnity in respect of

(1) Major Shareholders

We will not provide indemnity in respect of loss resulting from the fraudulent or dishonest actions of any person(s) who at the time of such fraud or dishonesty legally or beneficially controlled more than 20% of the share or other capital in any one or more of You.

However, if such loss would have been covered in the absence of this exception then We will pay that part of loss which is in excess of the value of their shareholding on the day immediately preceding the date of Discovery of the loss. Where You are listed on a public exchange, the shareholding will be deemed to be Your value on the day immediately preceding the date of Discovery of loss. Where You are not listed on a public exchange, the shareholding value is calculated using Your net worth as disclosed by Your most recent annual audited report and consolidated accounts.

(2) War & Terrorism

any loss or consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event

- (a) War and/or Terrorism
- (b) any action taken in controlling, preventing, suppressing or in any way relating to (a) above.

In any action, suit or other proceedings, where We allege that by reason of Our definition of Terrorism any claim is not covered by this policy by virtue of this exception, the burden of proof shall shift so that We will not be required to prove that the claim falls within this exception, but You will be required to prove that the claim does not fall within this exception.

SECTION 9 – COMMERCIAL CRIME\continued...

EXCLUSIONS

(Continued)

(3) Trade Secrets and Confidential Information

loss of and/or damage to and/or disclosure of proprietary information, trade secrets, confidential processing methods, intellectual property, customer details or other confidential information of any kind, save that this exception shall not prevent a claim from being payable under Section 1 (Cover) for other Loss caused by an Internal Crime or External Crime which was itself only capable of being perpetrated because of a loss or disclosure of proprietary information, trade secrets, confidential processing methods, intellectual property, customer details or other confidential information of any kind.

(4) Consequential Loss

loss of a consequential nature including but not limited to loss of potential income, interest, dividends and additional expenditure based on incorrect figures and reports.

This exception shall not apply to the cover provided under cover extensions (1), (2), (3), (6), (7), (8), (9), (11), (13), (14) or (15).

(5) Loss Between Insured

loss sustained by one of You to the advantage of any other of You.

(6) Loss After Discovery

loss caused by

- (a) an Employee after You have discovered any act of Theft, fraud, dishonesty, malicious damage or criminal damage by that Employee
 - (i) whilst in Your service or during the term of employment by You, or
 - (ii) prior to being in Your service or being employed by You, if the sums involved in such Theft, fraud, dishonesty, malicious damage or criminal damage exceed £15,000, or
- (b) an Outsource Service Provider after You have discovered any act of Theft, fraud, dishonesty, malicious damage or criminal damage by that Outsource Service Provider, whether before or after being engaged by You.

(7) Kidnap, Ransom and Extortion

any loss resulting directly or indirectly from kidnap, ransom or actual or threatened extortion.

This exception shall not apply

- (a) to the cover provided under Cover (1) Internal Crime
- (b) where Loss is first Discovered and sustained by You during the Period of Insurance (or any applicable Discovery Period) resulting from the actual or alleged detention (against their will or by deception) of an Employee (or marital or civil partner or relative of an Employee), by a Third Party making a demand to an Employee other than that detained that they
 - (i) surrender Money, Securities or Insured Property located on The Premises or whilst In Transit, or
 - (ii) disclose passwords or code words allowing the transfer of Moneyin exchange for the release of the detained or allegedly detained Employee (or marital or civil partner or relative of an Employee). We will not indemnify You if the Employee receiving the demand has not made reasonable efforts to report the matter to the police prior to the release of Money or disclosure of passwords or code words. Our total liability in respect of this shall not exceed the sub-limit stated in The Schedule.

In any event, We will not pay for any negotiation, investigation, travel or medical costs, medical fees, or other ancillary expenses incurred by You in respect of any kidnap, ransom or actual or threatened extortion (whether under Cover (1) Internal Crime or otherwise).

SECTION 9 – COMMERCIAL CRIME\continued...

EXCLUSIONS

(Continued)

(8) Inventory Losses

loss, the proof of which is dependent upon an inventory calculation or profit and loss calculation alone. However, where You establish through evidence, apart from such calculation, that You have sustained a Loss caused by an Internal Crime committed by an identified Employee, then You may offer Your inventory records and actual physical count of inventory in support of the amount of Loss claimed.

(9) Excess

the amount or the amounts shown in The Schedule for which you must bear for each and every Loss.

(10) Discovery Prior to the Period of Insurance

loss first Discovered prior to the commencement of the Period of Insurance.

(11) Nuclear

loss directly or indirectly caused by or contributed to by or arising from

- (a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, or
- (b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

(12) Loss or Damage by Fire or Explosion

loss or damage caused by fire or explosion.

This exception shall not apply to

- (a) loss or damage to Money or Securities, or
- (b) damage to a safe, vault, cash register, cash box or cash drawer.

(13) Financial Trading

loss resulting directly or indirectly from any credit arrangement, false accounting, trading or dealing in Securities, commodities, futures, options, derivatives, warrants, currencies, foreign exchange or the like unless the loss was caused directly by an Internal Crime committed by an identifiable Employee and would otherwise have been covered by this policy.

(14) Territorial Limits

loss caused by any Employee, whether acting alone or In Collusion with other Employees, persons or organisations, whose normal place of employment or service is outside the Territorial Limits.

(15) Authorised Agents & Representatives

loss due to Theft, fraud or dishonesty committed by an agent or representative to whom You have entrusted Money, Securities or Insured Property or to whom You have given the means to obtain access to Your Money, Securities or Insured Property.

This exception shall not apply

- (a) to the cover provided under cover extension (13) (Outsource Service Provider Crime), or
- (b) to a loss which is not connected to the Money, Securities or Insured Property which was entrusted to the agent or representative or to which they were given access.

(16) Corporate Valuations

loss resulting from an assertion that the price or other consideration paid by You for the acquisition of a company or other legal entity was dishonestly inflated.

(17) Financial or Trade Sanctions

loss where the payment of a claim or provision of a benefit would expose Us 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 or any of its states.

SECTION 9 – COMMERCIAL CRIME\continued...

CONDITIONS

The following Policy conditions apply.

Acquisition of Policyholder

Unless otherwise agreed in writing by Us, this policy shall terminate for all of You upon

- (a) a change in ownership of the controlling interest of the share capital of the Policyholder, or
- (b) a person or persons acting in concert acquiring a majority of the voting rights to appoint or remove directors of the Policyholder, or
- (c) the appointment of a liquidator, provisional liquidator, receiver, administrative receiver, administrator, supervisor, trustee or other similar insolvency appointee or fiduciary in respect of the Policyholder.

Following termination, the Policyholder may continue to notify Loss first Discovered during the Period of Insurance or any applicable Discovery Period, provided that We will only provide indemnity in respect of any crime committed (or for the purposes of cover extension (12), any disappearance, damage or destruction occurring) prior to the event described in (a), (b) or (c) above.

Acquisitions Prior to the Period of Insurance

Unless agreed in writing by Us and endorsed to this policy, any Subsidiary Company, Associated Company or Benefit Scheme acquired or established by You prior to the Period of Insurance shall only be covered under this policy in relation to loss caused by any crime committed (or for the purposes of cover extension (12) any disappearance, damage or destruction occurring) after the date on which such Subsidiary Company, Associated Company or Benefit Scheme was acquired or established by You.

Authorisation

It is a condition of this policy that the Policyholder acts for all of You with respect to the

- (a) giving and receiving of notice of Discovery
- (b) the payment of premiums and the receiving of any return premiums that may become due under this policy
- (c) negotiation of claims and receipt of claims payments
- (d) negotiation, agreement to and acceptance of endorsements, and
- (e) giving or receiving of any notice provided for in this policy
- (f) and all of You agree that the Policyholder shall so act on Your behalf.

Basis of Settlement

We will not be liable for more than

- (a) in respect of any claim for loss of Securities the lesser of
 - (i) the market value of Securities on the business day immediately preceding the day on which the loss is Discovered
 - (ii) the cost of replacing the Securities
 - (b) the equivalent in pounds sterling of any other currency calculated at the rate of exchange applicable on the date of settlement of Your claim. All payments hereunder will be in pounds sterling.
 - (c) in respect of any claim for Reinstatement of Data Costs, the cost of labour for the transcription or copying of electronic data, which You will provide, in order to reinstate such data
 - (d) in respect of loss of other Insured Property the lesser of
 - (i) the value of the Insured Property at the date of the loss
 - (ii) the cost of repairing or replacing the Insured Property with property of a similar quality and value at the date of the loss.
-

SECTION 9 – COMMERCIAL CRIME\continued...

CONDITIONS

(Continued)

Claims Procedure

If in relation to any claim You fail to fulfil any of the following conditions, You will lose Your right to indemnity or payment for that claim.

You must

- (a) tell Us as soon as reasonably practicable after Discovery and in any event no later than the period shown on the Schedule, and
- (b) provide Us with all information and help We require in respect of the claim and, at Your expense, a written claim containing as much information as possible of the loss including the amount of the claim, and
- (c) provide Us with conclusive proof of loss with full details within six months of the date of Discovery.

Any written notice should be sent to the Claims' Department address noted in The Schedule.

Disposals and Closures During the Period of Insurance

Unless otherwise agreed in writing by Us, this policy shall terminate

- (a) for a Subsidiary Company or Associated Company upon
 - (i) the appointment of a liquidator, provisional liquidator, receiver, administrative receiver, administrator, supervisor, trustee or other similar insolvency appointee or fiduciary in respect of the Subsidiary Company or Associated Company, or
 - (ii) it ceasing to be a Subsidiary Company or Associated Company, save that where You sell or dispose of such company, on terms that You remain contractually liable to the purchaser for any Loss sustained by it as a result of a crime which was committed (or for the purposes of cover extension (12) as a result of a disappearance, damage or destruction that occurred prior to the date of sale or disposal, We will continue to provide cover under this policy to the company provided that
 - it ceased being a Subsidiary Company or Associated Company no more than two years prior to the commencement of the Period of Insurance during which a Loss is Discovered
 - it had been continuously insured by Us under this policy (or a policy issued by Us for which this is a replacement) during the two years prior to the sale or disposal, and
 - the crime (or for the purposes of cover extension (12) the disappearance, damage or destruction) giving rise to the Loss occurred during a period when We insured the company under this policy and prior to the date that such entity ceased being a Subsidiary Company or Associated Company.
- (b) for a Benefit Scheme upon it being closed, wound up or transferred to an entity other than the Policyholder, a Subsidiary Company or an Associated Company.

Following termination pursuant to this condition, the Policyholder may continue to notify Loss first Discovered during the Period of Insurance or any applicable Discovery Period, provided that We will only provide indemnity in respect of any crime committed (or for the purposes of cover extension (12), any disappearance, damage or destruction occurring) prior to the event described in (a) or (b) above.

SECTION 9 – COMMERCIAL CRIME\continued...

CONDITIONS

(Continued)

Non-Accumulation of Liability

In the event that

- (a) You incur Losses, Expenses, or other losses, which together constitute a Single Loss, over more than one Period of Insurance, or
- (b) a Single Loss arises from or is attributable to more than one act committed over more than one Period of Insurance, or
- (c) a Single Loss arises from or is attributable to one originating cause that spans more than one Period of Insurance,

You may only submit a single claim in respect of the Single Loss, in respect of which the Limit of Liability shall be that applying to the Period of Insurance during which the loss or Loss was first Discovered.

Where a Single Loss comprises of different losses, Expenses or costs, each of which falls within a separate cover extension, You may submit a single claim under each applicable cover extension. However, where any particular loss, Expense or cost simultaneously falls within the main cover and/or one or more cover extensions, You may only make a single claim (which will be subject to a single Limit of Liability), but are free to choose which section of cover to submit the single claim under.

Non-assignment

No change in, modification of, or assignment of any interest under this policy shall be effective except when made by written endorsement to this policy duly executed on Our behalf.

Other Insurance

Where any loss covered by this policy is also covered by another valid and collectible insurance policy, indemnity or bond (excluding any policy which is specifically stated to operate in excess of this policy and names Us as the primary insurer) or would be so covered but for the existence of this policy, We will not be liable to indemnify You except in respect of any excess beyond the amount which would be payable under such other insurance policy had this policy not been effected. If recovery is not available under the other insurance, indemnity or bond, due to a breach of a warranty term or condition, then this policy will continue to sit in excess of such other limit as though recovery had been available.

Where part of a loss is covered under this policy and part under a policy held by You which predates this policy, the Excess applicable to the loss under this policy shall be reduced by the excess or deductible actually applied to the loss under such prior policy.

Our Liability

- (a) Our maximum liability for any Single Loss shall not exceed the Limit of Liability, notwithstanding that You may have claims under more than one cover or cover extension, save that the limits applicable to cover extensions (1) Expenses and (7) Court Attendance & Staff Disruption Costs and the sub-limits as set out by Policy Conditions (15) Public Utilities Fraud and (16) Telecommunications Fraud for any Single Loss are payable in addition to the Limit of Liability applicable to Cover (1) of this Section of the policy.
- (b) Our maximum liability under cover extensions (3), (9), (11), (12), (14) and (15) (and the Kidnap, Ransom and Extortion sub-limit as set out by Exception (7)) for any one claim shall not, when aggregated with any claims under Cover (1) and any other extensions arising out of the same Single Loss, exceed the Limit of Liability applicable to Cover (1) of this Section of the policy.
- (c) Our liability applies in excess of the total amount of the Excess applicable to any Single Loss.
- (d) The Limit of Liability does not apply separately for each of You.

For the avoidance of doubt, we will not provide indemnity in respect of losses covered under Cover (1) of this Section of the policy where such losses are also covered by one or more of the Cover Extensions under Cover (2) of this Section of the policy. Any such losses will be subject to the terms, conditions and exceptions, including applicable sub-limits pertaining to those Cover Extensions.

SECTION 9 – COMMERCIAL CRIME\continued...

CONDITIONS

(Continued)

Public Utilities Fraud

In respect of charges for which You are legally liable following the direct theft or diversion of gas, water or electricity by a Third Party from The Premises, we will only indemnify You for charges relating to such theft or diversion which occurred no more than ninety days prior to the date of Discovery.

Our maximum liability for any Single Loss of this kind shall be the sub-limit stated in The Schedule.

Recoveries

If any Loss, Expenses, costs, charges, interest or other amounts are recovered they will be distributed first to cover the costs of recovery, then to You for the amount of Your loss in excess of the Limit of Liability, then to Us for the amount paid under the claim and then to You for the amount of the Excess.

Telecommunications Fraud

In respect of call charges for which You are legally liable following fraudulent and unauthorised access and use by a Third Party of a Telecommunications System owned or leased by You, We will only indemnify You if

- (a) such system is protected by a feature to prevent access to it following a maximum of three unsuccessful attempts being made to use a PIN, password or other similar code which is changed at regular intervals, and
- (b) the call charges relate to use of the system occurring no more than thirty days prior to the date of Discovery.

Our maximum liability for any Single Loss of this kind shall be the sub-limit stated in The Schedule.

Termination of Previous Policies

The commencement of cover under this policy shall terminate, if not already terminated, all Our previous liability to You under any prior policies, including liability arising by reason of any discovery period stated in such policies.

Third Party Rights Clause

A person or organisation who is not a party to this policy has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of this policy. This does not affect any right or remedy of a third party which exists or is available apart from that Act.

SECTION 10 – EMPLOYERS LIABILITY

DEFINITIONS	The following Definitions apply to this section in addition to the standard Policy Definitions
Compensation	Damages, including interest
Costs and Expenses	<p>(1) Fees for the Insured’s legal representation at Coroner’s inquest or Fatal Accident Inquiry or proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of statutory duty</p> <p>(2) Costs and expenses incurred with our written consent</p> <p>(3) Any claimants’ legal costs for which the Insured is legally liable</p> <p>In connection with any event which is or may be the subject of indemnity under this Section.</p>
Terrorism	<p>Any act or acts including but not limited to</p> <p>(1) the use or threat of force and/or violence and/or</p> <p>(2) harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm or damage by nuclear and/or chemical and/or biological and/or radiological means caused or occasioned by any person(s) or group(s) of persons or so claimed in whole or in part for political, religious, ideological or similar purposes.</p>
COVER	<p>We will indemnify You for Your legal liability to pay</p> <p>(1) Compensation and/or</p> <p>(2) Costs and Expenses</p> <p>to an Employee as a result of Bodily Injury caused</p> <p>(a) in the course of their employment by You</p> <p>(b) during the Period of Insurance</p> <p>(c) within the Geographical Limits</p>
INDEMNITY LIMIT	The maximum amount We will pay for any one event or series of events arising from the one cause, including Costs and Expenses, is the Indemnity Limit as stated in the Policy Schedule.
EXTENSIONS	<p>Court Attendances</p> <p>We will compensate You if, at Our request, any director, partner, proprietor or Employee attends court as a witness in connection with a claim for which You are entitled to an indemnity under this Section</p> <p>The maximum We will pay is</p> <p>(a) for each director, partner or proprietor £500 per day</p> <p>(b) for each Employee £250 per day</p> <p>Cross Liabilities</p> <p>We will indemnify each party</p> <p>(a) named as a Policyholder in the Policy Schedule</p> <p>(b) entitled to an indemnity under this Section</p> <p>as if a separate policy had been issued to each</p> <p>The total amount payable will not exceed the Indemnity Limit regardless of the number of parties claiming to be indemnified.</p> <p>Indemnity To Other Persons</p> <p>We will indemnify</p> <p>(a) Your personal representatives in respect of Your legal liability</p> <p>(b) at Your request</p> <p>(i) any director, partner or proprietor or Employee of Yours</p> <p>(ii) officers, committees and members of Your canteen, social, sports, educational and welfare organisations</p> <p>(iii) first aid, fire, security, and ambulance services</p> <p>(iv) any principal for whom You are carrying out a contract to the extent required by the contract conditions</p> <p>or the legal personal representatives of these persons against legal liability that You would have been entitled to an indemnity if the claim had been made against You.</p> <p>Each party so indemnified will be subject to the terms of this Section</p>

SECTION 10 – EMPLOYERS LIABILITY\continued...

EXTENSIONS

(Continued)

Injury To Principals

We will treat, as an Employee, any director, working partner or proprietor of The Business who suffers Bodily Injury

- (a) in the course of The Business
- (b) during the Period of Insurance
- (c) within the Geographical Limits

caused by the negligence of another director, working partner, proprietor or Employee

Legal Expenses arising from Health and Safety Legislation

We will indemnify You and, at Your request, any director, partner, proprietor or Employee in respect of

- (a) legal fees and expenses in defending proceedings including appeals
- (b) prosecutions costs awarded against You or any director, partner, proprietor or Employee arising from any health and safety enquiry or criminal proceedings in respect of any breach of health and safety legislation of the Geographical Limits

where such proceedings arise from any health and safety inquiry or criminal proceedings for any breach of the Health and Safety at Work etc Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978

We will not indemnify You

- (a) *unless proceedings relate to an actual or alleged act, omission or incident committed*
 - (i) *in the course of The Business*
 - (ii) *during the Period of Insurance*
 - (iii) *within the Geographical Limits*
- (b) *in respect of*
 - (i) *finances or penalties*
 - (ii) *proceedings resulting from the deliberate act or omission of any party claiming or otherwise entitled to be indemnified*
- (c) *where an indemnity is provided by any other insurance.*

Legal Expenses arising from Corporate Manslaughter and Corporate Homicide Act 2007

We will indemnify You in respect of

- (a) legal fees and expenses incurred with Our written permission for defending proceedings, including appeals
- (b) costs of prosecution awarded against You

arising from criminal proceedings for any offence as defined in Section 1 of the Corporate Manslaughter and Corporate Homicide Act 2007.

We will not provide an indemnity

- (a) *unless said proceedings relate to an actual or alleged offence committed*
 - (i) *in the course of The Business*
 - (ii) *during the Period of Insurance*
 - (iii) *within the Geographical Limits*
 - (b) *in respect of any proceedings which*
 - (i) *result from any deliberate act or omission by You*
 - (ii) *relate to an Employee*
 - (c) *in respect of*
 - (i) *finances*
 - (ii) *remedial or publicity orders or any steps required to be taken by such orders*
 - (d) *where an indemnity is provided by any other insurance.*
-

SECTION 10 – EMPLOYERS LIABILITY\continued...

EXTENSIONS

(Continued)

Our Right of Recovery

The indemnity granted by this Section is deemed to be in accordance with the provisions of any law relating to the compulsory insurance of liability to Employees in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

However, You will repay to Us all sums We would not have been liable to pay but for the provisions of such law.

Unsatisfied Court Judgements

We will, at Your request, indemnify any Employee or their legal personal representative, for damages and costs unpaid 6 months after a judgement for Bodily Injury to that Employee was obtained provided

- (a) the other party is resident within the Geographical Limits
- (b) the Bodily Injury was caused
 - (i) in the course of Your Business
 - (ii) during the Period of Insurance
- (c) the judgment was made in a court within the Geographical Limits
- (d) there is no appeal in respect of that judgement outstanding
- (e) the Employee or their legal personal representative assign said judgement to Us

Work Overseas

We will indemnify You for Your legal liability to pay damages and/or Costs and Expenses to an Employee whilst they are temporarily engaged on Your Business outside of the Geographical Limits provided, they are ordinarily resident within the Geographical Limits.

Exclusions

We will not provide indemnity in respect of

- (1) *work in or on and travel to, from or within any offshore*
 - (a) *accommodation, exploration, drilling or production rig or platform*
 - (b) *support vessel*
- (2) *Bodily Injury sustained by any Employee when such person is*
 - (a) *Carried in or upon a vehicle*
 - (b) *Entering or getting on to, or alighting from, a vehicle where any road traffic legislation requires insurance or security*
- (3) *(a) liquidated damages*
 - (b) *penalty clauses*
 - (c) *finer*
 - (d) *aggravated, restitutionary, punitive or exemplary damages or any additional damages resulting from the multiplication of compensatory damages or other non-compensatory damages*
- (4) *any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event*
 - (a) *Terrorism*
 - (b) *any action taken in controlling, preventing, suppressing or in any way relating to (a) above except as stated in Special Provision – Terrorism below*

In any action, suit or other proceedings where We allege that any consequence whatsoever resulting directly or indirectly from or in connection with (4)(a) and/or (4)(b) above regardless of any other contributory cause or event is not covered under this Section (or is covered only up to a specified limit of liability) the burden of proving that any such consequence is covered (or is covered beyond that limit of liability) under this Section shall be upon You.

Special Provision – Terrorism

Subject otherwise to the terms of the policy Neither of the exclusions in (4)(a) and (4)(b) above shall apply to the Employers' Liability Section but the Limit of Indemnity for the purpose of this Special Provision – Terrorism is limited to £5,000,000 including Costs and Expenses

SECTION 11 – PUBLIC & PRODUCTS LIABILITY

DEFINITIONS	The following Definitions apply to this section in addition to the standard Policy Definitions
Compensation	Damages, including interest
Costs and Expenses	<p>(1) Fees for the Insured's legal representation at</p> <ul style="list-style-type: none">(a) any Coroner's inquest or Fatal Accident Inquiry(b) proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of statutory duty <p>(2) Costs and expenses incurred with our written consent</p> <p>(3) Any claimants' legal costs for which the Insured is legally liable</p> <p>In connection with any event which is or may be the subject of indemnity under this Section.</p>
Terrorism	<p>Any act or acts including but not limited to</p> <ul style="list-style-type: none">(1) the use or threat of force and/or violence and/or(2) harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm or damage by nuclear and/or chemical and/or biological and/or radiological means caused or occasioned by any person(s) or group(s) of persons or so claimed in whole or in part for political, religious, ideological or similar purposes.
Asbestos	Asbestos, asbestos fibres or any derivatives of asbestos
Products Supplied	<p>Anything which is</p> <ul style="list-style-type: none">(1) manufactured, sold, supplied, processed, altered or treated(2) repaired, serviced or tested(3) installed, constructed, erected or transported <p>by You or on Your behalf and which is no longer in the custody or control of The Insured.</p>
COVER	<p>We will indemnify You for Your legal liability to pay</p> <ul style="list-style-type: none">(1) Compensation and/or(2) Costs and Expenses <p>as a result of</p> <ul style="list-style-type: none">(a) Bodily Injury to any person(b) damage to property(c) obstruction, trespass, nuisance or interference with any right of way, air, light, water or other easement caused(d) wrongful arrest, wrongful detention, false imprisonment or malicious prosecution occurring<ul style="list-style-type: none">(i) in the course of the Business(ii) during the Period of Insurance(iii) within the Geographical Limits <p>The maximum We will pay is the Indemnity Limit and any Costs and Expenses.</p> <p>However, in respect of any claim brought in the United States of America or any territory within its jurisdiction or Canada, the maximum We will pay, inclusive of Costs and Expenses is the Indemnity Limit</p>

SECTION 11 – PUBLIC & PRODUCTS LIABILITY\continued...

COVER

(Continued)

Care and Treatment

We will indemnify The Insured against

- (1) legal liability for Compensation
and
- (2) Costs and Expenses

in respect of accidental Bodily Injury occurring anywhere within The Geographical Limits during the Period of Insurance in connection with The Business caused by professional errors, omissions or neglects in the provision of professional medical and care services.

The maximum We will pay is £5,000,000 Limit of Indemnity.

If in relation to any claim You have failed to fulfil any of the following condition You will lose Your right to indemnity or payment for that claim.

You must ensure:

- (a) all treatment is only undertaken by Employees who are suitably trained and where appropriate, qualified.
- (b) the relevant National Minimum Standards are complied with in respect of the administration of controlled drugs.

We will not provide indemnity in respect of legal liability arising from the activities of any nurse prescriber or medical or dental practitioners

INDEMNITY LIMIT

Arising from any cause other than as provided for under the Extensions to this Section entitled Products Liability and Pollution and/or Contamination, the Indemnity Limit is the maximum amount, as stated in the Policy Schedule, that We will pay in compensation for any or all claims arising from any single cause.

Arising from Products Supplied and Pollution and/or Contamination, the Indemnity Limit is the maximum amount, as stated in the Policy Schedule, that We will pay in compensation for the total of all claims occurring in any one Period of Insurance.

We are entitled at any time to pay You

- (a) the Indemnity Limit (after deduction of damages already paid)
 - (b) any lesser amount for which any claim or claims can be settled upon which We
- (a) may relinquish all responsibility for said claim or claims
 - (b) will be under no further liability in connection with said claim or claims

EXTENSIONS

Contingent Motor Liability

We will indemnify You for Your legal liability to pay

- (1) damages and/or
- (2) Costs and Expenses

as a result of

- (a) Bodily Injury to any person
- (b) damage to property

arising out of the use by any Employee of any mechanically propelled vehicle or trailer attached thereto which is neither owned, loaned, leased, hire or rented to You nor provided by You and being used in connection with the Business in the Geographical Limits

We will not provide an indemnity in respect of

- (i) *damage to said vehicle or trailer*
 - (ii) *damage to property contained in or being transported by said vehicle*
 - (iii) *injury or damage while said vehicle is being driven by You*
 - (iv) *injury or damage while said vehicle is being driven by any person who, to Your knowledge or that You should have reasonably been aware of, does not hold a licence to drive said vehicle unless they have previously held and are not disqualified from holding or obtaining a licence*
 - (v) *circumstances where an indemnity is provided by any other insurance.*
-

SECTION 11 – PUBLIC & PRODUCTS LIABILITY\continued...

EXTENSIONS

(Continued)

Legal Expenses arising from Corporate Manslaughter and Corporate Homicide Act 2007

We will indemnify You in respect of

- (1) legal fees and expenses incurred with Our written permission for defending proceedings, including appeals
- (2) costs of prosecution awarded against You arising from criminal proceedings for any offence as defined in Section 1 of the Corporate Manslaughter and Corporate Homicide Act 2007.

We will not provide indemnity

- (a) *unless said proceedings relate to an actual or alleged offence committed*
 - (i) *in the course of The Business*
 - (ii) *during the Period of Insurance*
 - (iii) *within the Geographical Limits*
- (b) *in respect of any proceedings which*
 - (i) *result from any deliberate act or omission by You*
 - (ii) *relate to an Employee*
- (c) *in respect of*
 - (i) *fines*
 - (ii) *remedial or publicity orders or any steps required to be taken by such orders*
- (d) *where an indemnity is provided by any other insurance*

Court Attendances

We will compensate You if, at Our request, any director, partner, proprietor or Employee attends court as a witness in connection with a claim for which You are entitled to an indemnity under this Section

The maximum We will pay is

- | | |
|--|--------------|
| (a) for each director, partner or proprietor | £500 per day |
| (b) for each Employee | £250 per day |

Cross Liabilities

We will indemnify each party

- (a) named as a Policyholder in the Policy Schedule
- (b) entitled to an indemnity under this Section

as if a separate policy had been issued to each

The total amount payable will not exceed the Indemnity Limit regardless of the number of parties claiming to be indemnified

Data Protection

We will indemnify You for any legal liability to pay

- (a) Compensation to an individual, the subject of personal data the Insured holds and who suffers material or non-material damage caused by inaccuracy of data, loss of the data, unauthorised destruction or disclosure of the data
- (b) legal fees and defence costs arising from proceedings brought against the Insured under Section 13 of the Data Protection Act 1988 or under Article 82 of the general Data Protection Regulation (Regulation (EU) 2016/679) or under any legislation implementing the General Data Protection Regulation or under any replacement legislation in respect of any of the foregoing.

The maximum We will pay for all claims happening during any one Period of Insurance is £1,000,000

SECTION 11 – PUBLIC & PRODUCTS LIABILITY\continued...

EXTENSIONS

(Continued)

We will not provide any indemnity for

- (1)
 - (a) *Personal Injury other than as provided by this clause*
 - (b) *Damage to Property*
 - (c) *fraud, dishonesty, insolvency, financial default, conspiracy, conversion, deceit, intimidation, inducement of breach of contract, injurious falsehood or breach of confidence*
 - (d) *libel, slander or defamation.*
- (2) *consequential losses.*
- (3) *liability as a result of You having authorised the destruction or disclosure of the data or which could reasonably have been expected to arise as a result of any other deliberate act or omission by You.*
- (4) *liability which arises solely by reason of the terms of any agreement or in respect of liquidated damages.*
- (5) *liability under any penalty clause or any fine or statutory payment.*
- (6) *legal costs or expenses or financial losses in respect of any order for rectification or erasure of data or requiring that data to be supplemented by any other statements.*
- (7) *proceedings relating to Compensation for any Employee if the Employers' Liability Section of this policy is not in force.*

Defective Premises

We will indemnify You for Your legal liability for accidental Bodily Injury or Damage to Property arising under

- (a) *the Defective Premises Act 1972*
 - (b) *the Defective Premises (Northern Ireland) Order 1975 or the Defective Premises (Landlords Liability) Act (Northern Ireland) 2001*
 - (c) *any similar statute enacted within the Geographical Limits*
- in connection with any premises You previously owned or occupied for the purposes of the Business.

We will not provide an indemnity for

- (i) *the first £500 of any claim*
- (ii) *the cost of making good any defect or alleged defect giving rise to said liability*
- (iii) *where any indemnity is provided by any other insurance*

Hired or Rented Premises

We will indemnify You for Your legal liability arising from accidental damage to premises, including fixtures and fitting, within the Geographical limits which You hire, rent or occupy in connection with the Business.

We will not provide an indemnity for

- (i) *the first £500 of any claim*
- (ii) *any liability which arises solely as the result of a contract for hire, rent or occupancy*
- (iii) *damage caused by Fire or any other Insured event, against which any contract for hire, rent or occupancy, specifies that insurance is taken out by You or on Your behalf*

Indemnity To Other Persons

We will indemnify

- (a) *Your personal representatives in respect of Your legal liability*
- (b) *at Your request*
 - (i) *any director, partner or proprietor or Employee of Yours*
 - (ii) *officers, committees and members of Your canteen, social, sports, educational and welfare organisations*
 - (iii) *first aid, fire, security, and ambulance services managed and operated by You*

against legal liability where You would have been entitled to an indemnity if the claim had been made against You.

Each party so indemnified will be subject to the terms of this Section

SECTION 11 – PUBLIC & PRODUCTS LIABILITY\continued...

EXTENSIONS

(Continued)

Indemnity to Principals

We will indemnify any Principal

- (a) for whom You are carrying out work under contract or agreement against liability arising from the performance of such work by You and
- (b) which You would have been entitled to indemnity by this Section if the claim had been made against You

but only to the extent required by the terms and conditions of said contract or agreement.

Indemnity to Residents

We will indemnify Resident(s) at the Premises for

- (1) damages and/or
- (2) Costs and Expenses

they become legally liable to pay as a result of

- (a) Bodily Injury to any person
- (b) damage to property
- (c) obstruction, trespass, nuisance or interference with any right of way, air, light, water or other easement caused
- (d) wrongful arrest, wrongful detention, false imprisonment or malicious prosecution

occurring during the period of insurance, provided the Service User

- (a) is not entitled to an indemnity under any other insurance
- (b) observes, fulfils and is subject to the terms and conditions of this Policy

We will not provide an indemnity for loss or damage to property belonging to You or any Service User

Legal Expenses arising from Health and Safety Legislation

We will indemnify You and, at Your request, any director, partner, proprietor or Employee in respect of

- (1) legal fees and expenses in defending proceedings including appeals
- (2) prosecutions costs awarded against You or any director, partner, proprietor or Employee arising from any health and safety enquiry or criminal proceedings in respect of any breach of health and safety legislation of the Geographical Limits where such proceedings arise from any health and safety inquiry or criminal proceedings for any breach of the Health and Safety at Work etc Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978

We will not indemnify You

- (a) *unless proceedings relate to an actual or alleged act, omission or incident committed*
 - (i) *in the course of The Business*
 - (ii) *during the Period of Insurance*
 - (iii) *within the Geographical Limits*
 - (b) *in respect of*
 - (i) *finances or penalties*
 - (ii) *proceedings resulting from the deliberate act or omission of any party claiming or otherwise entitled to be indemnified*
 - (c) *where an indemnity is provided by any other insurance.*
-

SECTION 11 – PUBLIC & PRODUCTS LIABILITY\continued...

EXTENSIONS

(Continued)

Legal Expenses arising from Consumer Protection Act 1987 and Food Safety Act 1990

We will Indemnify You in respect of:

- (1) Legal fees and expenses with Our written permission in defending proceedings including appeals
- (2) Prosecutions costs awarded against You arising from any enquiry or criminal proceedings in respect of any breach of:
 - (a) Part II of Consumer Protection Act 1987
 - (b) The Food safety Act 1990

We will not indemnify You

- (a) *unless proceedings relate to an actual or alleged act, omission or incident committed*
 - (i) *in the course of The Business*
 - (ii) *during the Period of Insurance*
 - (iii) *within the Geographical Limits*
- (b) *in respect of proceedings resulting from the deliberate act or omission of any party claiming or otherwise entitled to be indemnified*
- (c) *where an indemnity is provided by any other insurance.*

Personal Liability Overseas

We will indemnify You and, at Your request, any director, partner, Employee or Resident(s) in respect of personal legal liability for injury or damage while such persons are temporarily outside the Geographical Limits in connection with the Business.

We will not provide any indemnity arising from

- (a) *any agreement unless liability would have existed otherwise*
- (b) *the carrying on of any trade or profession*
- (c) *arising from the ownership or occupation of land or buildings*
- (d) *ownership, possession or use of wild animals, firearms (other than sporting guns), mechanically propelled vehicles, aircraft or watercraft*

We will not provide indemnity where indemnity is provided by another insurance policy.

CONDITIONS

Care & Risk Management Condition

If in relation to any claim You have failed to fulfil any of the following conditions, You will lose Your right to indemnity or payment for the claim.

You must ensure that

- (1) You adhere to and maintain written policies and procedures in accordance with the appropriate National Minimum Care Standard for safeguarding the welfare of any person in Your care against abuse, assault or molestation
- (2) Any Employee working for You or on Your behalf, voluntarily or paid, in a role which has unsupervised access to any person in the care of the Insured
 - (a) Has undergone satisfactory Disclosure and Barring Service (“DBS”) or similar statutory disclosure checks prior to engagement in those duties.
 - (b) Undergoes satisfactory DBS or similar statutory disclosure rechecks every 3 years.
 - (c)
 - (i) Has access to
 - (ii) Are acquainted with
 - (iii) And receive formal training in

Your protection policy with formal update training based upon current best practice at intervals not exceeding 1 year

- (d) Receive formal induction protection training prior to commencement of their duties and are supervised during their probationary service period
-

SECTION 11 – PUBLIC & PRODUCTS LIABILITY\continued...

CONDITIONS

(Continued)

- (3) You securely retain for no less than 15 years Employment and engagement applications, references, identity verification, records of DBS or similar statutory disclosure checks and related correspondence in respect of
 - (a) Your protection policy, revisions and records of your protection policy training delivered to any person working for You or on Your behalf in a care role or having unsupervised access to any person in Your care.
 - (b) Your accident and incident registers
 - (c) Records of any alleged, actual or threatened abuse, assault or molestation and action taken including notifications to the appropriate authorities and the subsequent outcome of such notifications
 - (d) All referral, assessment, treatment and care plans and related correspondence for any person in Your care.
-

EXCLUSIONS

Activities and Exhibitions

Unless agreed by Us in writing, We will not provide indemnity in respect of events

- (1) *where combined numbers of entrants and spectators on site exceed 1,000 at any one time*
- (2) *taking place outside England, Wales, Scotland, Northern Ireland, Republic of Ireland, Channel Islands and the Isle of Man*
- (3) *which last longer than 48 hours*
- (4) *organised by a separate third party event organiser/company*
- (5) *involving*
 - (a) *weapons*
 - (b) *passenger carrying amusement devices*
 - (c) *animal rides of any kind*
 - (d) *ballooning or aerial activities including parachuting, paragliding or parasailing*
 - (e) *go-karting, quad biking or motor sports*
 - (f) *bungee jumping or abseiling*
 - (g) *professional sport teams or persons*
 - (h) *individual exhibitions valued at over £250,000*
 - (i) *racing or time trials other than on foot*
 - (j) *activity involving watercraft*
 - (k) *firework displays or bonfires*
 - (l) *bouncy castles and other inflatable devices*

We will not provide indemnity for Bodily Injury to any person taking part in

- (1) *contact sports (including martial arts)*
 - (2) *jousting competitions*
 - (3) *'It's a knockout' type competitions*
 - (4) *'Donkey Derby' races*
- unless agreed by Us in writing.*

Asbestos

We will not indemnify You for any liability arising directly or indirectly from

- (a) *exposure to*
- (b) *inhalation of*
- (c) *fears of the consequences of exposure to or inhalation of*
- (d) *the costs incurred by anyone in repairing, removing, replacing, recalling, rectifying, reinstating or managing (including those of any persons under any statutory duty to manage) any property arising out of the presence of*

Asbestos including any material or product containing asbestos in any form or quantity.

SECTION 11 – PUBLIC & PRODUCTS LIABILITY\continued...

EXCLUSIONS

(Continued)

Contractual Liability

We will not indemnify You for any liability assumed by You under any contract or agreement that would not have arisen in the absence of said contract or agreement in connection with Products Supplied.

Data

We will not indemnify You for any liability arising directly or indirectly from, or in connection with, or consisting of any loss, destruction or damage, Failure or Loss of Data resulting directly or indirectly from or in connection with

- (a) Virus or Similar Mechanism*
- (b) Denial of Service Attack*
- (c) Unauthorised access to or use of Computer and Electronic Equipment*

However, We will not exclude any liability in respect of any ensuing accidental Bodily Injury or accidental Damage to Property which is not otherwise excluded

Electro-Magnetism

We will not indemnify You for any liability arising directly or indirectly caused by or arising from non-ionic radiation including, but not limited to, electro-magnetic fields and/or electro-magnetic interference.

Employees

We will not provide any indemnity for injury to Employees arising out of their employment by You

Non-Compensatory Costs

We will not indemnify You for any liability for

- (a) liquidated damages*
- (b) penalty clauses or fines*
- (c) aggravated, restitutionary, punitive or exemplary damages or any additional damages resulting from multiplication of compensatory damages*
- (d) any other non-compensatory damages*

Offshore

We will not indemnify You for

- (a) work in or on and travel to, from or within*
- (b) Products Supplied to*

Any offshore accommodation, exploration, drilling or production rig or platform, support vessel.

Pollution and/or Contamination

We will not indemnify You for any liability arising directly or indirectly from pollution or contamination other than caused by a sudden, identifiable, unintended and unexpected incident and which takes place in its entirety at a specific time and place during the Period of Insurance.

All pollution and/or contamination which arises from one incident will be deemed to have occurred at the time such an incident takes place.

Products Supplied

We will not indemnify You for

- (a) Damage to or the cost incurred by anyone in repairing, removing, replacing, reapplying, rectifying or reinstating Products Supplied*
 - (b) Recalling or making refunds in respect of Products Supplied*
 - (c) The carrying out of any work; any Products Supplied which affects or could affect the navigation, propulsion or safety or any aircraft or other aerial device; the safety or operation of nuclear installations*
-

SECTION 11 – PUBLIC & PRODUCTS LIABILITY\continued...

EXCLUSIONS

(Continued)

Property

We will not indemnify You for any damage to property owned by You, or in Your custody or control or that of any Employee other than

- (a) as provided for under the Extensions to this Section
- (b) property belonging to visitors, directors, partners or Employees except motor vehicle and/or trailers

Terrorism

We will not indemnify You in respect of:

any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event

- (a) Terrorism
- (b) any action taken in controlling, preventing, suppressing or in any way relating to (a) above except as stated in Special Provision - Terrorism below.

In any action, suit or other proceedings where We allege that any consequence whatsoever resulting directly or indirectly from or in connection with (a) and/or (b) above regardless of any other contributory cause or event is not covered under this Section (or is covered only up to a specified limit of liability) the burden of proving that any such consequence is covered (or is covered beyond that limit of liability) under this Section shall be upon You.

Special Provision – Terrorism

Subject otherwise to the terms of the policy

Neither of the exclusions in (a) and (b) above shall apply to the Public and Products Liability Section but The Limit of Indemnity for the purpose of this Special Provision – Terrorism is limited to

- (a) £5,000,000 in respect of any one event or all events consequent on or attributable to one original cause.
- (b) £5,000,000 in respect of all events happening in any one Period of Indemnity in respect of Products Supplied or any other amount specified in the policy for Public and/or Products Liability whichever is the lower.

Vehicles

We will not indemnify You for any liability caused by or arising from the ownership, possession, use or loading or unloading by You or on Your behalf of any

- (a) aircraft, aerial device or hovercraft or watercraft (exceeding eight metres in length)
 - (b) any mechanically propelled vehicle or trailer or plant in circumstances where compulsory insurance or security is required by any road traffic legislation other than where described in the Motor Contingent Liability Extension
-

SECTION 12 – LEGAL EXPENSES

DEFINITIONS

The following definitions apply in addition to or in place of the policy definitions. Plural forms of the words defined in this policy have the same meaning when used in the singular form.

Any one claim	All Claims connected by the same: <ul style="list-style-type: none">• Original cause, event, circumstance or related in time or• Legal proceedings, tax enquiry, construction project or parties in dispute even if You are claiming under more than one Section of Cover of this Policy
Claim	An insurance claim under this policy
Compensation	<ul style="list-style-type: none">• Employment compensation awards Basic and compensatory awards for unfair dismissal (which includes constructive dismissal and unfair selection for redundancy) and compensation for unlawful discrimination• Data protection compensation You have been ordered to pay under the Data Protection Act 2018 (Articles 168 and 169) and the General Data Protection Regulation (Section 82)
Construction contract	A contract as defined by Section 104 and 105 of the Housing Grants, Construction and Regeneration Act 1996 which for the purposes of this policy is extended to include contracts with residential occupiers. Such contracts include but are not limited to those for painting or decorating surfaces of a building, construction, alteration, repair, maintenance of buildings, installation in a building of heating, lighting or electrical systems.
Contracting Party	A person, firm or company with whom You have a direct contractual relationship
Costs	<ul style="list-style-type: none">• Own Costs The legal or professional Costs (including any disbursements such as Counsel's or expert's fees) reasonably charged to You by Your representative• Other party Costs In civil proceedings, the legal Costs incurred by the party You are in dispute with that a Court or Tribunal orders You to pay or that You, with our prior written agreement, agree to pay under the terms of a settlement. This does not include any Costs You are responsible for paying under the terms of a contract.
Employee	Any person under a contract of service with You
Excess	The initial amount of Costs or compensation as shown in the policy schedule that You must pay in a claim before we will make any payment under this policy if You: <ul style="list-style-type: none">• Use our choice of representative• Exercise Your freedom to choose Your representative as described under Claims condition: Instruction and choice of Your representative, Counsel and experts
Maximum construction project value	The maximum value a construction project is estimated to cost when the value of all the contracts concerning the project are added together as shown in the policy schedule
Period of insurance:	The period of time during which insurance is provided by this policy as shown in the policy schedule
Policy	This insurance policy including the schedule and any endorsements that apply
Property	Land (including walls) or buildings owned or occupied by You for which You are legally responsible

SECTION 12 – LEGAL EXPENSES\continued...

Reasonable prospects of success

We will make our decision on whether to cover Your claim based on a legal opinion from Your representative (and any professional advice we regard necessary) on whether Your claim has at least a 51% chance of:

- Successfully pursuing Your case and securing a legal and/or financial remedy
- Not being found liable in a civil (not criminal) case against You
- Being found not guilty in the defence of a criminal prosecution
- Securing a significant reduction of Your punishment or fine in a criminal Prosecution
- Successfully appealing the decision of the relevant authority
- You not being suspended and of You retaining Your registration or accreditation
- Securing a significant mitigation of the outcome of a public inquiry

If there is 50% or less chance of the above we will not provide cover.

Representative

A solicitor, barrister, accountant or other appropriately qualified person appointed to act for You and who agrees to comply with the terms of this policy. The chosen representative may not be a person employed by You.

Territorial limits

The regions as stated in the Policy Schedule which will have the following meanings:

- UK: The United Kingdom of Great Britain and Northern Ireland
- EEA: The European Economic Area
- WWe: Worldwide excluding USA and Canada
- WWi: Worldwide including USA and Canada

You/Your

- The business(es) or individual(s) declared to Us and named in the policy schedule
- Under Criminal defence, Employee's extra protection, Licence appeals, Coroner's inquest representation and Transport operators licence disputes You may request, Your Employee, or a director or a partner of Your business to be covered by Your policy provided that under Criminal defence, Coroner's inquest representation and Transport operators licence disputes the same representative acts for all

COVER

We will provide the cover as written in this section of the policy for:

- (1) Disputes under the Sections of cover shown as insured in Your policy schedule
- (2) Costs and compensation subject to the excesses and the limits shown in Your policy schedule
- (3) Claims or notifiable circumstances notified to Us during Your period of insurance which are in connection with Your business description as stated in Your policy schedule
- (4) Disputes, legal proceedings or HMRC investigations that are or would be within the territorial limits as stated in Your policy schedule.

Subject to the following requirements being met:

You must:

- (1) Pay the premium for this section
- (2) Provide Us with a truthful account of Your circumstances and any extra information we ask for, to underwrite this section of cover and assess Your claim
- (3) Tell Us as soon as possible if there is a change in Your circumstances such as:
 - (a) Any change of ownership of Your business
 - (b) If Your business is involved in a merger or the acquisition of another business
 - (c) Any change in Your business description

SECTION 12 – LEGAL EXPENSES\continued...

COVER

(Continued)

- (4) Take all reasonable steps to avoid and prevent tax investigations, legal proceedings and disputes
- (5) Minimise the cost and effect of any claim by taking all reasonable steps to avoid unnecessary expense
- (6) Follow the Claims conditions of this policy

If You do not meet the above requirements We may:

- (1) Not cover all or part of Your claim and we may recover any payments already made
- (2) Increase Your premium or change the terms of Your cover Cancel Your cover under this section and treat it as though it did not exist to begin with

INSURED EVENTS

1. Employment Disputes

We will cover Costs You incur in the defence of an employment dispute between You and Your Employee, ex-Employee, interviewee/applicant to become an Employee over their contract of employment or over employment law or with a worker that alleges to be an Employee at the following stages:

- (a) ACAS Early Conciliation – Taking part in an ACAS Early Conciliation process
- (b) Employment Tribunals response (ET3) – Setting out Your initial response to a claim (ET1) against You at an Employment Tribunal
- (c) Pre-hearing review/Employment status disputes – Preparation for and representation at a pre-hearing review to decide the employment status of a worker alleging to be an Employee
- (d) Employment Tribunal hearing – Preparing for and representing You in a dispute with Your Employee, ex-Employee or interviewee/applicant to become an Employee at an employment tribunal hearing or negotiating a settlement with them
- (e) County or High Court proceedings – Preparing for and representing You in a dispute with Your Employee, ex-Employee or interviewee/applicant to become an Employee at the County Court or the High Court or negotiating a settlement with them

We will not pay

- (a) A dispute with a worker alleging to be an Employee in respect of Employment Tribunal hearing and County or High Court proceedings
- (b) Employment Tribunal hearing and County or High Court proceedings where
 - (i) Not followed the advice of the advice of the Market advice line at the following times:
 - (1) Before suspending, disciplining, dismissing, starting a retirement or redundancy process or making or proposing to make changes to the terms of an Employee's contract of employment which may be unfavourable to the Employee
 - (2) When notified of a grievance, a complaint of discrimination (such as sex, race, religion etc) or an appeal from an Employee against action You have taken against them
 - (3) When an Employee resigns or walks out after expressing verbal or written dissatisfaction

Or

the ACAS code of practice on disciplinary and grievance procedures where applicable

SECTION 12 – LEGAL EXPENSES\continued...

INSURED EVENTS (Continued)

2. Employment compensation awards

We will pay Compensation provided that at the time of a Claim under this insured event You have an accepted a Claim under Employment Tribunal hearing insured event:

- (a) Awards of compensation - Compensation You are ordered to pay by a Tribunal
- (b) Settlement of a dispute - An amount agreed by Us in settlement of a dispute
- (c) Tribunal fees - Any Tribunal fees You are ordered to pay by the Tribunal or Tribunal fees as agreed in a settlement that You have entered into with Our consent

We will not pay

- (i) contractual amounts such as redundancy notice pay, equal pay awards or any awards under agency worker regulations
- (ii) The Tribunal ordered You to reinstate an Employee and You failed to do so

3. Property, Landlord, Tenant disputes

3.1. Property Disputes

We will pay Costs to obtain damages or other legal remedy for:

- (a) Trespass on Your Property
- (b) Nuisance from another affecting Your Property
- (c) The defence of another's claimed right of way over Your Property
- (d) Your use of a right You have over another's Property as recorded in the title documents of Your Property
- (e) Pursuing another for physical damage to Your Property not recoverable under another insurance policy

We will not cover Claims where:

- (i) contractual amounts such as redundancy notice pay, equal pay awards or any awards under agency worker regulations
- (ii) The Tribunal ordered You to reinstate an Employee and You failed to do so

3.2. Landlord Disputes

We will pay Costs to obtain damages or other legal remedy for:

- (a) Your landlord's failure to maintain or repair Your Property as required by the written terms of Your lease or tenancy
- (b) An allegation by Your landlord that You failed to maintain or repair the Property as required by the written terms of Your lease or tenancy
- (c) The defence of a demand for dilapidations at the expiry of Your lease or tenancy
- (d) The defence of an attempt by Your landlord to end Your lease or tenancy early and remove You from Your Property

We will not cover Claims where:

- (i) There is a dispute arising out of Your failure or alleged failure to pay any money to Your landlord, unless payment was withheld due to Your landlord's failure to maintain or repair Your Property
-

SECTION 12 – LEGAL EXPENSES\continued...

INSURED EVENTS

(Continued)

3.3. Tenant Disputes

We will pay Costs to obtain damages or other legal remedy for:

- (a) Your tenant's failure to maintain or repair Your Property as required by the written terms of Your lease or tenancy
- (b) An allegation by Your tenant that You failed to maintain or repair Property as required by the written terms of Your lease or tenancy
- (c) Pursuing Your tenant for disputed dilapidations at the expiry of Your lease or tenancy

We will not cover Claims where:

- (i) You have not issued enforceable statutory or contractual notices which require tenant or licensee to leave the Property

3.4. Eviction

We will pay Costs to obtain damages or other legal remedy for:

- (a) The eviction of Your tenant or Your Employee or ex-Employee following the expiry of the tenancy or licence You have granted for the use of the Property

We will not cover Claims where:

- (i) You have not issued enforceable statutory or contractual notices which require tenant or licensee to leave the Property

Exclusions applicable to Event 3. Property, Landlord, Tenant disputes

We will not cover Claims where:

- (i) There is a dispute over a contract unless it is a tenancy, licence or leasehold agreement
- (ii) You will not suffer a financial loss or the value of Your Property would not be reduced
- (iii) You have not made a claim under Your buildings or contents policy and if relevant, under a business interruption or equivalent policy following damage or nuisance affecting Your Property
- (iv) There is a dispute in connection with planning or building regulations or decisions or compulsory purchase orders or any actual, planned or proposed works by or under the order of any government or public or local authority
- (v) There is a dispute in connection with the negotiation, review or renewal of a tenancy or leasehold agreement or purchase of Property
- (vi) You have failed to fully maintain suitable buildings and if needed contents insurance
- (vii) There is an allegation You are responsible for damage or loss caused by seepage, pollution or contamination of any kind

4. Criminal Defence

4.1. Interview under caution

We will pay Costs for Your:

- (a) Representation (including written submissions) at an interview under caution by the Police or a prosecuting authority

We will not cover Claims:

- (i) Where You are required by the Police to immediately attend an interview under caution at a Police Station
-

SECTION 12 – LEGAL EXPENSES\continued...

INSURED EVENTS

(Continued)

4.2. Prosecution defence

We will pay Costs for Your:

- (a) Defence of a criminal prosecution once You receive a summons accusing You of a criminal offence

We will not cover Claims:

- (i) Where You are alleged to have committed:
 - (1) a motoring offence
 - (2) an assault or sexual offence (unless a not guilty plea is maintained throughout)
 - (3) fraud, dishonesty or criminal damage
- (ii) Where there are criminal proceedings arising from or related to tax or if an application is made under the Proceeds of Crime Act
- (iii) For Your Employee, director or a partner of Your business if You are charged under the Corporate Manslaughter or Corporate Homicide Act 2007
- (iv) Where there is an allegation You are responsible for damage or loss caused by seepage, pollution or contamination of any kind

4.3. Motor Offences

We will pay Costs for Your:

- (a) Defence of a criminal prosecution where the conviction would result in the loss of a driving licence required by Your director or business partner of Your business to carry out essential business activities
- (b) Defence of a criminal prosecution for tachograph or weight offences

We will not cover Claims:

- (i) There is an allegation of driving under the influence of drugs/alcohol or the use of handheld electronic equipment

Exclusions applicable to Event 4. Criminal Defence

We will not cover Claims:

- (i) Costs or fines that You are ordered to pay by a criminal Court

5. Tax Protection

5.1. Aspect Enquiry

We will pay Costs in representing You before HM Revenue & Customs (HMRC):

- (a) When HMRC issues a formal notice to You, Your director or to Your business partner to carry out an aspect enquiry into a part(s) of Your income or corporation tax Self-Assessment return

5.2. Full Enquiry

We will pay Costs in representing You before HM Revenue & Customs (HMRC):

- (a) When HMRC issues a formal notice to You, Your director or to Your business partner to examine all of Your financial records income or corporation tax

5.3. National Insurance and PAYE disputes

We will pay Costs in representing You before HM Revenue & Customs (HMRC):

- (a) When HMRC expresses dissatisfaction with Your p11ds or p9ds or Your PAYE and/or NIC affairs following an employer compliance visit by HMRC

5.4. Current tax year enquiry

We will pay Costs in representing You before HM Revenue & Customs (HMRC):

- (a) Following a written request by HMRC under Schedule 36 Finance Act 2008 to inspect Your business records, assets or premises

5.5. VAT disputes

We will pay Costs in representing You before HM Revenue & Customs (HMRC):

- (a) Over alleged failure to pay VAT
-

SECTION 12 – LEGAL EXPENSES\continued...

INSURED EVENTS

(Continued)

Exclusions applicable to Event 5. Tax Protection

We will not cover Claims where:

- (i) There is not a reasonable prospect of reducing the liabilities alleged by HMRC
- (ii) Tax returns are late or where You have not notified chargeability to tax within the time limits or for tax returns where wholly provisional figures are used
- (iii) There is an allegation of fraud or an investigation by HMRC's Fraud Investigation Service, Counter Avoidance Office or the defence of a criminal prosecution
- (iv) There is a dispute or enquiry relating to the National Minimum Wage or Living Wage
- (v) There is an allegation of tax avoidance

6. Criminal Defence

6.1. Enforcement Notices

We will pay Costs for Your:

- (a) Appeal against an improvement or prohibition notice issued by the Health and Safety Executive

6.2. Abatement notice appeals

We will pay Costs for Your:

- (a) Appeal against an abatement notice issued by a local authority for a statutory nuisance

We will not cover Claims:

- (a) Where there is more than one claim in the period of insurance
- (b) Connected to or arising from planning applications, decisions or disputes

6.3. Licence appeals

We will pay Costs for Your:

- (a) Appeal against a decision taken by the relevant authority to suspend, revoke, alter or not renew an existing statutory licence You need to carry out Your business activity as stated in Your policy schedule

We will not cover Claims:

- (a) For appeals arising from or connected to a change in the law or regulation
- (b) For the Costs of complying with a notice or order
- (c) Involving driving or Property licences
- (d) Where You have failed to comply with recommendations or warnings from Your regulator

6.4. Disciplinary hearings

We will pay Costs for Your:

- (a) Representation of Your director or a business partner at a disciplinary hearing held by a professional or regulatory body where a loss of registration or accreditation would stop You carrying out Your business activity as stated in Your policy schedule

We will not cover Claims:

- (i) For healthcare, medical or alternative therapy registrations or accreditations

6.5. Data protection defence

We will pay Costs for Your:

- (a) Defence under the Data Protection Act 2018 (Articles 168 and 169) and the General Data Protection Regulation (Section 82)

6.6. Data protection compensation

We will pay liability for Compensation:

- (a) as a result of holding, losing or unauthorised disclosure of data provided that at the time of a claim You have an accepted claim under the cover provided by 6.5 Data protection defence of this policy

We will not pay liability for Compensation:

- (i) Where the party You are in dispute with has not suffered a specific financial loss
-

SECTION 12 – LEGAL EXPENSES\continued...

INSURED EVENTS

(Continued)

7. Court Attendance Costs

7.1 Jury Service

We agree to pay:

- (a) The amount of money per day You pay Your Employee (including a director or partner in Your business) each day they attend jury service at a Court, less any recovery from the Court

7.2 Witness attendance allowance

We agree to pay:

- (a) The cost of Your Employees attending Court as witnesses on Your behalf at the request of Your representative

We will not cover Claims for:

- (i) Expert witnesses
- (ii) Salaries or wages
- (iii) Costs which could be claimed from a prosecuting authority

8. Employee Extra Protection

8.1 Pension trustee defence

We agree to pay Costs:

- (a) To defend directors and/or partners in Your business in civil proceedings caused by their alleged conduct as a trustee of a pension fund set up for the benefit of Your Employees

8.2 Wrongful arrest

We agree to pay Costs:

- (a) To defend civil legal proceedings against Your Employee including directors and/or partners in Your business in respect of allegations of detaining somebody against their will

We will not cover Claims for:

- (i) Where the allegations were made by a worker or ex-worker of Yours

8.3 Personal Injury

We agree to pay Costs:

- (a) For Your Employee including directors and/or partners in Your business to pursue a claim for damages for physical bodily injury suffered carrying out Your business activity (as stated in Your policy schedule) which was caused by an actual or alleged act or omission of another party

We will not cover Claims for:

- (i) Where the legal case is or may be against You
- (ii) Where the injuries were suffered on Your Property

8.4 Discrimination defence

We agree to pay Costs:

- (a) To defend Your Employee including directors and/or partners in Your business against an allegation of discrimination arising from Your Employee's conduct in carrying out Your business activity as stated in Your policy schedule

We will not cover Claims For disputes with:

- (a) Employees
 - (b) Interviewees/applicants to become an Employee
 - (c) Ex-Employees
-

SECTION 12 – LEGAL EXPENSES\continued...

INSURED EVENTS

(Continued)

9. Crisis Communication

Following an event which causes Your business severe negative publicity and damages Your business' reputation and is likely to have a significant financial impact on Your business we agree to pay Costs to:

- (a) Prepare a media statement or press release
- (b) Represent Your business at a press conference
- (c) Prepare a communication for Your customers
- (d) Prepare a telephone message or website statement

We will not cover Claims for:

- (i) Where cover would not lessen the reputational or financial damage to Your business
- (ii) Concerning critical reviews or complaints

10. Restrictive Covenant Cover

We agree to pay Costs:

- (a) To pursue Your Employee or ex-Employee for their breach of a restrictive covenant which is causing or will cause You financial loss

We will not cover Claims for:

- (i) Where the restriction You are trying to enforce lasts longer than 12 months
- (ii) Where the restrictions were not written into the Employee's or ex- Employee's signed employment contract

11. Contract Disputes

11.1. Contracts for goods and services

We agree to pay Costs in a dispute with a contracting party over:

- (a) A contract for the sale, hire or supply of goods and services

We will not cover Claims in disputes:

- (i) Over construction contracts

11.2. Contracts for construction and repairs

We agree to pay Costs in a dispute with a contracting party over:

- (a) A construction contract (including any variations to the construction contract) for work undertaken on Your Property that is in writing and which states:
 - (1) The parties to the contract
 - (2) The date work is to commence
 - (3) The work to be done and the timescales for the work to be done
 - (4) The amount of money to be paid for the work and when it is to be paid

We will not cover Claims in disputes:

- (a) Over construction projects estimated to cost more the maximum construction project value
 - (b) Where work commenced before the construction contract or a variation to construction contract was agreed
 - (c) Over construction contracts agreed or any work started before the inception of this policy, unless You had a policy that provided cover to the same effect as this policy and there was no break in cover, in which case, the inception date of the previous policy will apply
 - (d) Over construction contracts where You are carrying out the works
 - (e) If Your business is in the construction industry
-

SECTION 12 – LEGAL EXPENSES\continued...

INSURED EVENTS *(Continued)*

Exclusions applicable to Event 11. Contract Disputes

We will not cover Claims in disputes:

- (i) Below the minimum sum in dispute specified in the policy schedule
- (ii) Over undisputed debts unless the debt is at least 90 days overdue and You have requested full payment in writing at least 3 times in 3 consecutive calendar months since the first due date
- (iii) Over guarantees
- (iv) Over contracts You enter into through an agent or which You have taken over from someone else by assignment Over franchise contracts
- (v) Over hire purchase, credit agreements insurance or financial securities
- (vi) Over contracts of employment
- (vii) Over any tenancy agreement, lease or licence to use land or buildings or the sale of land and or buildings

12. Coroner's Inquest Representation

We will cover Costs You incur at an inquest into the death of a third party provided that You:

- (a) Were responsible for the care of the deceased subject to the inquest
- (b) Are identified as an interested party in the inquest proceedings

We will not cover Claims:

- (i) where You are called solely as a witness

13. Transport Disputes

13.1. Transport operators licence disputes

We will pay Costs to:

- (a) Represent You at a public inquiry held before the Traffic Commissioner, which could lead to the suspension, revocation, imposed alteration of or refusal to renew Your vehicle operator's licence
- (b) Appeal a decision of the Traffic Commissioner's at the Upper Tier Tribunal provided that we covered the initial inquiry under Transport Operators Licence disputes and cover was not withdrawn

We will not cover Claims:

- (i) Where there has been any non-compliance with previous decisions made by the Traffic Commissioner
- (ii) To represent an individual with regards to potential disqualification from either holding or being involved with operators licences
- (iii) For a driver conduct hearing about the holding of a vocational driver's licence
- (iv) Regarding a variation application made by You
- (v) For an alteration or refusal to renew a vehicle operator's licence which is imposed by an Act of Parliament or national or local government regulation or order
- (vi) To comply with a notice or order

13.2. Civil penalties

We will pay Costs to:

- (a) Appeal to the Tribunal Service against London Lorry Control penalties
 - (b) Appeal to the Tribunal Service against low emission zone penalties
 - (c) Appeal to the County Court against Immigration and Asylum civil penalties for carrying clandestine entrants
-

SECTION 12 – LEGAL EXPENSES\continued...

INSURED EVENTS

(Continued)

14. Charity Commission Appeals

We agree to pay Costs:

- (a) to appeal the decision of the Charity Commission to revoke or suspend Your registration as a charity

We will not cover Claims:

- (i) The negligent or intentional misstatement of any business books records, returns or submissions
 - (ii) Any disciplinary or internal procedures or investigations conducted by the Charity Commission
 - (iii) A suspension, revocation or alteration imposed directly or indirectly by an Act of Parliament
 - (iv) The cost to comply with a notice or order
-

EXCLUSIONS:

We will not cover You for:

- (a) The defence of civil legal proceedings concerning:
 - (1) injury or disease including psychiatric injury and stress
 - (2) damage to or loss or destruction of Property
 - (3) an alleged breach of professional duty
 - (b) Costs incurred without or in excess of our written consent
 - (c) Any claim relating to or arising from any cause, event or circumstance occurring before or existing at the start of this policy and which has or which You knew or should reasonably have known may give rise to a dispute, legal proceedings or HMRC investigation or a claim
 - (d) Any type of fine or other financial penalty imposed by a Court, Tribunal or regulatory or supervisory body or taxes, duties, interest or penalties imposed by HMRC
 - (e) Any dispute or legal proceedings in respect of which You are, or but for the existence of this policy would be, entitled to indemnity under a legal aid certificate or representation order
 - (f) Disputes or legal proceedings between any parties specified as You in the policy schedule or with any parent, subsidiary or associated company or partner (other than as provided for under -1. Employment disputes and 2. Employment compensation awards)
 - (g) Any dispute You have with Your representative, any party involved in the arrangement of this policy or with Us
 - (h) Any Costs incurred in a dispute or legal proceedings concerning, arising out of or in connection with:
 - (1) breach of confidentiality (other than provided under 10. Restrictive covenants)
 - (2) passing off
 - (3) defamation or malicious falsehood
 - (4) the ownership or existence of any intellectual Property rights (other than provided under 10. Restrictive covenants)
 - (5) a judicial review
 - (i) Any Costs incurred in a dispute or legal proceedings concerning, arising out of or in connection with Your:
 - (1) intentional wrongdoing
 - (2) act or omission with negligent disregard as to its consequences
 - (j) Any Costs which You should or would have had to incur irrespective of any dispute
 - (k) Any benefit under this insurance to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation
 - (l) The VAT element of Your claim if You are registered for VAT
 - (m) Any claim caused by, happening through or in consequence of terrorism, war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, or confiscation or nationalisation or requisition or destruction of or damage to Property by or under the order of any government or public or local authority
 - (n) Any claim caused by or contributed to by or arising from nuclear reaction, nuclear radiation or radioactive contamination
-

SECTION 12 – LEGAL EXPENSES\continued...

CLAIMS CONDITIONS: In the event of a Claim

How and when to make a claim

The contact details for The Claims Department can be found in the CONTACT DETAILS FOR CLAIMS AND HELP pages of the policy.

We will only cover Claims that You tell Us about for this section during Your period of insurance.

You must tell Us as soon as possible when You become aware of any cause, event or circumstance which does or may involve You and which has given, or may give rise to a claim, dispute, legal proceedings or tax investigation.

Where we have accepted notification as described above, we will treat any later claim regarding that notified cause, event or circumstance as though the claim had been notified during the period of insurance.

We will send You an insurance claim form that must be completed and returned as soon as possible.

When we will agree to cover Your claim

We will only cover Claims where You have obtained our consent in writing before incurring any Costs. We will give our consent for You to incur Costs provided that You can satisfy Us throughout Your claim that:

It is reasonable and proportionate (in relation to Your claim) to incur Costs

There are reasonable prospects of success, other than Part of cover:

- Employment disputes – ACAS Early Conciliation
- Employment disputes – Employment Tribunals response (ET3)
- Employment disputes – Pre-hearing review/Employment status disputes
- Criminal defence – Interview under caution
- Crisis communication
- Court attendance Costs
- Coroner’s inquest representation

If during the course of Your claim You no longer satisfy Us of the above, cover under this policy for Costs and compensation will be withdrawn and any Costs incurred or compensation awarded on or after the date of withdrawal will not be covered whether we previously agreed to them or not.

We will make our decision on whether to cover Your claim based on:

A fully completed insurance claim form

The information and documentation we reasonably request

A legal opinion from Your representative on whether Your claim has reasonable prospects of success and any professional advice we regard necessary

If Your claim is accepted by Us, it does not always mean that all Costs or compensation will be paid, for example we will not cover Costs for things that are not directly relevant to Your claim. We may also limit any cover we provide by time, amount or to a specific stage of legal proceedings in order to allow Us to review our continued acceptance of Your claim.

If after accepting Your claim, it is shown that Your claim has not been brought within the terms and conditions of the policy, no further cover will be provided and we will recover from You any Costs and compensation we have paid.

Counsel’s opinion

At our discretion we may also require You to obtain a legal opinion from Counsel at Your expense to satisfy Us that there are reasonable prospects of success and it is reasonable and proportionate (in relation to Your claim) to incur Costs.

If based on Counsel’s opinion we are satisfied in respect of the above the reasonable Costs of obtaining that opinion will be paid by Us subject to the excess and the limits shown in Your policy schedule.

SECTION 12 – LEGAL EXPENSES\continued...

CLAIMS CONDITIONS: *Claims rejected due to a lack of reasonable prospects of success*
(Continued)

If we rejected Your claim solely due to a lack of reasonable prospects of success, we will pay Costs that are reasonable and proportionate to the legal and/or financial remedy achieved, subject to the terms and conditions of this section of cover if:

- You proceeded with the legal action which formed Your claim to its conclusion with a Court, Tribunal or equivalent having issued a judgment (excluding any settlement, mediation, alternative dispute resolution or equivalent resolution process) and were successful
- You were defending, the judgment found You were not at fault
- You were pursuing, the judgment awarded You the remedy You were seeking at the time we rejected Your claim
- You tell Us about it as soon as possible

Settlements

You must inform Us as soon as an offer of settlement is received and You must obtain our consent before You make or respond to any offer of settlement.

In any settlement You must:

- Take into account the prospects of the case and likely future Costs and/or compensation
- Try to recover as much Costs as possible

If You unreasonably reject an offer of settlement which we recommend acceptance of or make an offer which we do not agree with, no further cover will be provided and we may seek to recover from You Costs and/or compensation we have paid.

At our discretion, instead of covering You for Costs and/or compensation, we can choose to pay:

- The damages You are likely to be awarded by a Court or Tribunal or
- The amount of money being claimed against You or the amount of money the other party will settle for, whichever is the lesser

If we choose to do this, then Your claim will end and no further payments of Costs or compensation will be made.

During a claim for cover provided under 1. Employment disputes, 2. Employment compensation awards, 6.5. Data protection defence and 6.6 Data protection compensation of this section, we can require You to offer to pay an amount of money to the person You are in dispute with, if we have agreed to cover that amount as Costs or compensation.

Co-operation

You must co-operate with Us and Your representative at all times during the course of Your claim this includes:

- Allowing Us and Your representative to communicate directly with each other about Your case
- Providing a full and truthful account of Your case and with all necessary documentation or evidence
- Attending any meetings as required
- Instructing Your representative to provide Us with information, documentation or evidence we require (even if privileged) and regular updates including when anything negatively affects the factors we took into account in accepting Your claim.

Recovery of Costs

If the outcome of Your case is that another party is found responsible for reimbursing You for some or all of Your Costs, You and Your representative must make every effort to fully recover those Costs which You must pay to Us.

If the legal case was settled and the terms of the settlement do not specify the split between damages and Costs then a fair and reasonable proportion of that settlement will be treated as Costs and paid to Us.

If any money is recovered from the other party then that money will be treated as Costs and repaid to Us first until all Costs have been repaid to Us.

SECTION 12 – LEGAL EXPENSES\continued...

CLAIMS CONDITIONS: *Payment of Costs and compensation*
(Continued)

A copy of all invoices for Costs You receive from Your representative should be forwarded to Us within 30 days of the date the invoice was issued. If we require, You must ask Your representative to send the Costs for assessment by a Court or Tribunal or to a Costs lawyer of our choice.

You are responsible for the payment of all Costs or compensation. We will reimburse You for the Costs or compensation subject to the excesses and the limits shown in Your policy schedule. We may settle these Costs or compensation directly if we choose to do so.

Appeals

If You wish to appeal against the judgment or decision of a Court or Tribunal or if there is an appeal against a judgment that is in Your favour, we will consider providing further cover if:

- We covered the initial legal proceedings that are being appealed as a claim and cover was not withdrawn
- The grounds for the appeal were submitted to Us as soon as possible and before any deadline set by the Court or Tribunal

If we require, You must co-operate in an appeal against the judgment or decision of a Court or Tribunal.

Instruction and choice of Your representative, Counsel and experts

In all cases Your representative will be appointed in Your name and on Your behalf.

We will choose a representative to act on Your behalf other than at the point of an inquiry or legal proceedings where You will have freedom to choose Your representative subject to Us approving Your choice.

You will also have freedom to choose Your representative if there is a legal conflict of interest between You and Us subject to Us approving Your choice.

When selecting Your representative, You must have regard to Your duty to minimise the cost of any claim.

The name and address of Your chosen representative must be notified to Us in writing. We will accept Your choice if:

- We are satisfied that Your chosen representative will co-operate with Us and enable You to comply with the terms and conditions of Your policy
- The representative has the necessary experience to deal with the dispute
- The representative's charging rates are fair and reasonable in regard to the dispute

A dispute arising from Your choice of representative may be referred to arbitration in accordance with Important information – How to make a complaint.

You must not enter into any agreement with Your representative as to the basis of calculation of Costs without our written consent.

If in any claim Your representative wishes to instruct Counsel or an expert the following must be submitted to Us for our approval:

- The expert's or Counsel's name
 - Details of their expertise
 - Charging rates and estimated cost
 - An explanation of the need for such instruction
-

SECTION 12 – LEGAL EXPENSES\continued...

CLAIMS CONDITIONS: Information Given By You

(Continued)

In deciding to provide cover under this section and in setting the terms and premium, We have relied on the information You have given Us. You must take care when answering any questions we ask by ensuring that all information provided is accurate and complete.

If We establish that You deliberately or recklessly provided Us with false or misleading information we will treat this policy as if it never existed and decline all claims.

If We establish that You carelessly provided Us with false or misleading information it could adversely affect your policy and any claim. For example, we may:

- Treat this Section of the policy as if it had never existed and refuse to pay all claims and return the premium paid. We will only do this if We provided You with cover which we would not otherwise have done
- Amend the terms of the cover provided by this section of the policy. We may apply these terms as if they were already in place if a claim has been negatively affected by Your carelessness
- Reduce the amount We pay on a claim in proportion to the premium you have paid for this section of the Policy against the premium we would have charged You for this section of the Policy
- Cancel this section of the Policy in accordance with the Policy Cancellation condition.

We will write to You or Your insurance broker if we:

- Intend to treat this section of the policy as if it never existed
- Need to amend the terms of this section of the Policy

If you become aware that information you have given Us is inaccurate, you must inform Us as soon as possible.

Personal Information/Privacy policy statement

The basics

We collect and use relevant information about Your business to provide insurance cover and to meet our legal obligations.

This information includes details such as names and addresses (and may include more sensitive details such as information about health and criminal convictions).

The way insurance works means that information may be shared with and used by a number of third parties in the insurance sector but only in connection with the insurance cover that we provide to You under this section.

Other people's details You provide to Us

We will process individual's details, as well as any other personal information You provide to Us in respect of your insurance cover, in accordance with Our privacy notice and applicable data protection laws.

To enable us to use individual's details in accordance with applicable data protection laws, We need You to provide those individuals with certain information about how we will use their details in connection with your insurance cover. As such, You agree to provide each individual concerned this notice:

- On or before the date that individual becomes insured under this policy or
- The date that you first provide information about the individual to Us

We are committed to only using the personal information we need to provide you with your insurance cover. To help us achieve this, you should only provide to us information about individuals that we ask for from time to time.

Want more details?

For more information about how we use personal information provided to us please see our full Market privacy notice, a copy of which is available online at markelinternational.com/foot/privacy-policy or on request.

SECTION 12 – LEGAL EXPENSES\continued...

**IMPORTANT
INFORMATION :**

Contacting us and individual rights

Individuals have rights in relation to the information we hold about them, including the right to access their information. Please contact us at dataprotectionofficeruk@markel.com or by writing to the Data Protection Officer, Markel International, 20 Fenchurch Street, London, EC3M 3AZ if you are an individual wishing to exercise your rights, to discuss how we use your information or to request a copy of our full Markel privacy notice.

Rights of third parties

A person who is not a party to this section of the policy has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce cover under this section of the policy but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

Breach of sanctions

We provide no cover for any claim if it means we would be in breach of any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of The European Union, The United Kingdom or The United States of America.

Applicable law

The laws of England and Wales apply to this section of the policy and any Acts of Parliament referred to are as amended.

Brexit

We provide no cover for any claim where the regulatory risk location is within the European Economic Area (EEA) excluding the United Kingdom of Great Britain and Northern Ireland

Liquidation

If you are placed in liquidation, receivership, administration or bankruptcy or entered into a voluntary arrangement or deed of arrangement or if any application is made to the Court or if a meeting for any of these reasons is held, this Section of the policy will automatically terminate. If this happens, cover under this Section for costs and compensation will be automatically withdrawn and any costs incurred or compensation awarded on or after the date of withdrawal will not be covered whether we previously agreed to them or not

SECTION 13 – DIRECTORS AND OFFICERS

DEFINITIONS

The following definitions apply in addition to or in place of the policy definitions. Plural forms of the words defined in this policy have the same meaning when used in the singular form.

Asset and Liberty Proceedings: means any official investigation, examination, inquiry or other proceedings instigated against the director or officer by any official body or institution seeking to

- (1) confiscate, assume ownership of, control, suspend or freeze personal assets of a Director or Officer
- (2) take a charge over assets or property of a Director or Officer
- (3) restrict a Director or Officer’s liberty to a specified domestic residence or place of official detention
- (4) deport a Director or Officer following revocation of otherwise current and valid immigration status for any reason other than conviction or allegation of a criminal offence.

Business: means Your activities, profession or occupation that You have told Us about and which We have confirmed are acceptable to Us for the purpose of this insurance.

Contamination: means the

- (1) Contamination
- (2) poisoning
- (3) prevention or limitation of use

of objects due to the effects of chemical or biological substances.

Costs and Expenses: means legal costs and expenses incurred

- (1) by Us, or
- (2) by You (provided We have agreed with you in writing that you may incur these costs and expenses)

but does not include:

- (1) damages and costs awarded against You
- (2) any kind of payment for work or service due to You.

Crisis: means

- (1) the allegation of a Wrongful Act committed by the Director or Officer during the period of insurance shown in the policy schedule
- (2) the successful defence of an allegation of a wrongful act originally alleged to have been committed by the Director or Officer during the period of insurance shown in the policy schedule

where, in Our opinion, there is a risk to the livelihood of the Director or Officer as a consequence of adverse press, publicity or media attention.

Crisis Response Service: means public relations specialist services that We provide.

Director or Officer: means

- (1) any person who was, is, or during the period of insurance shown in the policy schedule becomes a director, trustee, partner, member or officer of Yours.
- (2) any natural person acting in the capacity as a director of Yours (not including any administrator, liquidator, receiver or auditor).
- (3) any shadow director as defined under United Kingdom law or similar legislation in any other country.
- (4) any Employee of Yours.
- (5) the lawful husband, wife or civil partner of any of the above, only because of their relationship, following a claim against the above.
- (6) the estates, heirs or legal representatives of any of the above who has died or become incapacitated, insolvent or bankrupt but only in relation to a claim against the above.

SECTION 13 – DIRECTORS AND OFFICERS\continued...

Disqualification Proceedings:	means legal action taken against the Director or Officer following which they are liable to be disqualified from continuing to be a director or officer of Yours.
Employee:	means any person (other than an independent agent, consultant, sub-contractor or professional advisor) who is (or was or who may be in the future): <ol style="list-style-type: none">(1) under a contract of service or apprenticeship with You, or(2) under a work experience or similar scheme, or(3) supplied to or hired in or borrowed by You and who are working for and under Your direct control in connection with Your business.
Employment Wrongful Act:	means any actual or alleged <ol style="list-style-type: none">(1) act or omission that results in a dispute in connection with the employment of an Employee or prospective Employee, or(2) Retaliatory Treatment committed or allegedly committed by You.
Environmental Proceedings	means any <ol style="list-style-type: none">(1) prosecution(2) official investigation(3) examination(4) inquiry, or(5) other proceedings by any official body or institution that has the authority or power to investigate Your affairs and/or the affairs of the Outside Company, arising from Pollution or alleged Pollution.
Extradition Proceedings:	Extradition proceedings means proceedings brought against the Director or Officer under <ol style="list-style-type: none">(1) the Extradition Act 2003, or(2) any legislation amending or re-enacting the Act including any appeal relating to those proceedings.
Injury:	shall mean bodily injury, mental injury, emotional distress, shock, sickness, disease or death.
Investigation:	means any <ol style="list-style-type: none">(1) official investigation(2) examination(3) inquiry, or(4) other proceedings (other than when arising from Pollution or alleged Pollution) by any official body or institution that has the authority or power to investigate Your affairs and/or the affairs of the Outside Company.
Limit:	means the maximum amount We will pay. The amount in respect of this section of cover is shown in the policy schedule.
Outside Company:	<ol style="list-style-type: none">(1) any company that is not a Subsidiary Company(2) any registered charity(3) any trade, research, promotional, training or similar organisation existing for non-profit making purposes (whether incorporated or not)(4) any profit-sharing or share option committee, sports, social or similar association or organisation (whether incorporated or not) that is established or conducted for the Directors or Officers and their family's or dependent's benefit or the benefit of and Employee and their families and dependents. but this does not include any company, charity or non-profit making organisation that is domiciled, registered or incorporated in the United States of America.

SECTION 13 – DIRECTORS AND OFFICERS\continued...

Mould:	means any permanent or impermanent fungus (including mould or mildew but not including dry rot) or any of the spores, scents or by-products produced by a fungus regardless of whether or not they are proved to have caused any disease, Injury or Damage.
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Mould Event:	means any actual, alleged or threat of: (1) contact with, (2) exposure to, (3) inhalation of, (4) absorption of, (5) discharge of, (6) dispersal of, (7) seepage of, (8) migration of, (9) release of, (10) escape of, (11) presence of, (12) growth of Mould.
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Pollution:	means the (1) discharge, (2) dispersal, (3) release, or (4) escape of any irritant or contaminant.
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Proposal	means all the information supplied to Us (whether by written, electronic or any other means) for the purpose of effecting this policy.
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Retaliatory Treatment:	means action taken against an Employee on account of the Employee exercising or attempting to exercise their rights under law.
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Retired Director or Officer:	means any natural person who voluntarily ceased to be a Director or Officer during the period of insurance shown in the policy schedule and who does not resume a position of Director or Officer.
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Shareholder Action:	means a claim brought by any shareholder or bondholder of the company (which is made without any solicitation by, or assistance or participation of, any Director or Officer) due solely to any actual or alleged loss in value of the share capital of the company.
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SECTION 13 – DIRECTORS AND OFFICERS\continued...

Subsidiary Company: means any company where You

- (1) owns more than 50% of the share capital
- (2) have a majority of the voting rights
- (3) have the right to appoint or remove a majority of the company's board of Directors
- (4) control a majority of the voting rights of the company under a written agreement with other shareholders or members.

If a company ceases to be a subsidiary cover will continue but only for

- (1) wrongful acts covered under 1 (directors and officers liability)
- (2) Disqualification Proceedings
- (3) Investigations
- (4) Environmental Proceedings
- (5) Extradition Proceedings
- (6) proceedings brought under the Corporate Manslaughter and Corporate Homicide Act 2007 first committed or allegedly committed, ordered or commissioned before it stopped being a subsidiary.

But, Subsidiary Company shall not include any company acquired or created on or after the inception date of this policy which is domiciled, registered or incorporated in the United States of America unless agreed by us in writing.

Terrorism: means any act of terrorism (including the use or threat of violence) of any person or group of persons whether acting alone or on behalf of or in connection with any organisation or government committed for:

- (1) political,
- (2) religious,
- (3) ideological,
- (4) or similar purposes including the intention to influence or overthrow any government (whether by right or not) and/or
- (5) putting the public or any section of the public in fear.

Unlawful Association: means any unlawful organisation which is engaged in Terrorism including any organisation which at any relevant time is a proscribed organisation within the meaning of the Terrorism Act 2000 or any legislation amending or re-enacting the act.

War: means

- (1) war
- (2) invasion
- (3) act of foreign enemies
- (4) hostilities or warlike operations (whether or not war is declared)
- (5) civil war
- (6) rebellion
- (7) revolution
- (8) insurrection
- (9) civil commotion assuming the proportions of or amounting to an uprising mutiny or usurped power.

SECTION 13 – DIRECTORS AND OFFICERS\continued...

Wrongful Act:

means any actual or alleged wrongful act, error or omission committed or attempted by a Director or Officer during the performance of their duties as a Director or Officer of Yours including

- (1) breach of any duty including fiduciary or statutory duty
- (2) breach of trust
- (3) negligence, negligent statement, misleading statement or negligent misrepresentation
- (4) libel, slander or defamation
- (5) wrongful trading as defined under United Kingdom law
- (6) breach of warranty or authority
- (7) or any other act, error or omission committed by them in their capacity of a Director or Officer of Yours.

Related, continuous or repeated wrongful acts, or wrongful acts that are connected by the same cause, shall constitute a single wrongful act.

You/your/yours:

shall mean

- (1) the limited liability partnership or company named as the policyholder in the policy schedule, and
 - (2) the Subsidiary Company.
-

COVER

A - Directors and Officers Liability

We will indemnify the Director or Officer for their legal liability to pay damages and costs awarded against them arising from any claim first made against them and reported to Us during the period of insurance shown in the policy schedule which arises from any actual or alleged wrongful act, error or omission committed or attempted by a Director or Officer during the performance of their duties as a Director or Officer of Yours including:

- (1) breach of any duty including fiduciary or statutory duty
- (2) breach of trust
- (3) negligence, negligent statement, misleading statement or negligent misrepresentation
- (4) libel, slander or defamation
- (5) wrongful trading as defined under United Kingdom law
- (6) breach of warranty or authority
- (7) or any other act, error or omission committed by them in their capacity of a Director or Officer of Yours.

Related, continuous or repeated wrongful acts, or wrongful acts that are connected by the same cause, shall constitute a single wrongful act.

SECTION 13 – DIRECTORS AND OFFICERS\continued...

INDEMNITY LIMIT

The most We will pay in the period of insurance shown in the policy schedule for

- (1) all claims in total, plus
 - (2) all Costs and Expenses, plus
 - (3) all punitive or exemplary damages, plus
 - (4) all premiums for insurance or bonds required to begin an appeal,
- is the Limit.

The most We will pay in the period of insurance shown in the policy schedule for costs resulting from the use of the Crisis Response Service is £25,000. This amount is in addition to the Limit.

The most We will pay in the period of insurance shown in the policy schedule for Costs and expenses arising from Environmental proceedings is £250,000. This amount is not in addition to the Limit.

Under extension H (company reimbursement) We will not pay the Excess where:

- (1) action for damages is brought in a court of law of, or Costs and expenses arise within, the United States of America, or
- (2) action is brought in a court of law elsewhere to enforce a judgement of a court of law of the United States of America.

This amount must be paid by You.

EXTENSIONS

B – Outside Board Cover

We will indemnify any Director or Officer for their legal liability to pay damages and costs awarded against them arising from any claim first made against them and reported to Us during the period of insurance shown in the policy schedule which arises from any actual or alleged wrongful act, error or omission committed or attempted by a Director or officer during the performance of their duties as a Director or Officer of the Outside Company when they hold the position of Director or officer at Your written request including

- (1) breach of any duty including fiduciary or statutory duty
- (2) breach of trust
- (3) negligence, negligent statement, misleading statement or negligent misrepresentation
- (4) libel, slander or defamation
- (5) wrongful trading as defined under United Kingdom law
- (6) breach of warranty or authority
- (7) or any other act, error or omission committed by them in their capacity of a Director or officer of the Outside company.
- (8) Related, continuous or repeated wrongful acts, or wrongful acts that are connected by the same cause, shall constitute a single wrongful act.

In addition We will pay

- (a) the Director and Officer's Costs and Expenses resulting from the claim.
- (b) punitive or exemplary damages awarded against the Director or Officer where the payment is lawfully allowed under this policy.
- (c) the premium paid by the Director or Officer for insurance or bonds which, in certain jurisdictions, are required to begin an appeal.

However, We will not pay any amount which the Director or officer recovers from You and where We pay You under extension H (company reimbursement) below.

SECTION 13 – DIRECTORS AND OFFICERS\continued...

EXTENSIONS

(Continued)

C – Disqualification Proceedings

We will indemnify any Director or Officer for Costs and Expenses arising from Disqualification proceedings which are first ordered or commissioned and reported to Us during the period of insurance shown in the policy schedule.

However, We will not pay any amount which the Director or officer recovers from the company and where We pay the Company under extension H (company reimbursement) below.

D – Investigation Costs

We will indemnify any Director or officer for Costs and expenses arising from an Investigation which is first ordered or commissioned and reported to Us during the period of insurance shown in the policy schedule.

However, We will not pay any amount which the Director or Officer recovers from You and where We pay You under extension H (company reimbursement) below.

E – Environmental Proceedings

We will indemnify any Director or Officer for Costs and Expenses arising from Environmental Proceedings which are first ordered or commissioned and reported to Us during the period of insurance shown in the policy schedule.

However, We will not pay any amount which the Director or officer recovers from You and where We pay You under extension H (company reimbursement) below.

G – Manslaughter Claims Cover

We will indemnify any Director or Officer for Costs and Expenses arising from proceedings brought under the Corporate Manslaughter and Corporate Homicide Act 2007 (or any legislation amending or re-enacting the Act) which are first ordered or commissioned and reported to Us during the period of insurance shown in the policy schedule.

However, We will not pay any amount which the Director or Officer recovers from You and where We pay You under extension H (company reimbursement) below.

H – Company Reimbursement

If You are legally allowed to pay on behalf of a Director or Officer any amount which the Director or Officer would otherwise be entitled to payment by Us under subsection of cover

- (1) A above (directors and officers liability)
- (2) C above (disqualification proceedings)
- (3) D above (investigation costs)
- (4) E above (environmental proceedings)
- (5) F above (extradition proceedings)
- (6) G above (manslaughter claims cover)

then We will reimburse You for that payment.

SECTION 13 – DIRECTORS AND OFFICERS\continued...

EXTENSIONS

(Continued)

I – Discovery Period

If We refuse to renew this section of cover for reasons other than

- (1) non-payment of premium, or
- (2) failure to comply with or observe the terms, provisions and conditions of this policy, or if any Director or officer or You declines to accept Our renewal terms, then the Director or officer or You shall automatically be entitled to a 30 day Discovery period.

The Discovery period shall only apply to:

- (7) Wrongful Acts
- (8) Disqualification Proceedings
- (9) Investigations
- (10) Environmental Proceedings
- (11) Extradition Proceedings
- (12) proceedings brought under the Corporate Manslaughter and Corporate Homicide Act 2007 first committed or allegedly committed, ordered or commissioned during the period of insurance shown in the policy schedule.

The Discovery Period can be extended from 30 days to:

- (a) 90 days subject to an immediate payment to Us of 25% of the premium applicable to this section of cover.
- (b) 180 days subject to an immediate payment to Us of 50% of the premium applicable to this section of cover.
- (c) 12 calendar months subject to an immediate payment to Us of 100% of the premium applicable to this section of cover.

The extension of the Discovery Period must be requested within 30 days of the expiry of the period of insurance shown in the policy schedule and can only be extended once.

The Director or officer or You shall not be entitled to any Discovery Period if other insurance has been bought with the intention of providing equivalent cover for any part of the Discovery Period.

If a Discovery Period is also provided under subsection of cover j (retired directors or officers) then the two Discovery Periods shall run concurrently.

J – Retired Directors or Officers

If, for any reason, We or any Director or Officer or You refuse to renew this section of cover a Retired director or Officer shall automatically be entitled to a 72 calendar months Discovery Period.

The Discovery Period shall only apply to:

- (1) Wrongful acts
- (2) Disqualification proceedings
- (3) Investigations
- (4) Environmental proceedings
- (5) Extradition proceedings
- (6) proceedings brought under the Corporate Manslaughter and Corporate Homicide Act 2007 First committed or allegedly committed, ordered or commissioned during the period of insurance shown in the policy schedule.

The Retired Director or Officer shall not be entitled to any Discovery Period if other insurance has been bought with the intention of providing equivalent cover for any part of the Discovery Period.

If a Discovery Period is also provided under extension I (discovery period) then the two Discovery periods shall run concurrently

SECTION 13 – DIRECTORS AND OFFICERS\continued...

EXTENSIONS

(Continued)

K – Public Relations Crisis Management

We will pay any Director or Officer for costs resulting from the use, with Our prior agreement, of the Crisis response service following a Crisis.

In addition We will pay any other related costs agreed with Us.

L – Non-executive directors

If the Limit of this section of cover and any other cover that the Director and Officer is entitled to is completely used up, We will consider the Limit to be increased by a further 10% but only in respect of Costs and Expenses incurred in the Director or Officer's capacity as a non-executive director of Yours.

M – Emergency costs and expenses

If Our prior written consent cannot reasonably be obtained before a Director or Officer becomes subject to Costs and Expenses (or costs resulting from the use of the Crisis Response Service) then We will agree to pay these up to a maximum of 10% of the Limit.

N – Compensation for court attendance

If at Our request

- (1) any director or partner of Yours, or
- (2) any Employee

attends a court as a witness in connection with a claim We will pay you the following amounts:

- | | |
|---------------------------------|--------------|
| (a) for any director or partner | £500 per day |
| (b) for any Employee | £250 per day |

for each day on which attendance is required.

EXCLUSIONS

Fines and penalties

We will not indemnify You or the Director or Officer for any fine or penalty

Radioactive contaminations and sonic bangs etc

We will not indemnify You or the Director or Officer for a loss that is otherwise covered under this policy if the loss is caused by or arises in any way from

- (1) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- (2) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component
- (3) pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds

and in Northern Ireland and the Republic of Ireland only

- (a) riot, civil commotion, strikers, labour or political disturbances, vandals or malicious persons.

War risks and terrorism

We will not indemnify You or the Director or Officer for a loss that is otherwise covered under this policy if the loss is caused by or arises in any way from

- (1) War and/or Terrorism
- (2) any action taken in controlling, preventing or suppressing War and/or Terrorism
- (3) any unlawful or malicious act committed maliciously by a person or persons acting on behalf of or in connection with any Unlawful association regardless of any other cause or event contributing concurrently or in any other sequence to the loss.
 - (a) Contamination due to Terrorism

If We allege that, because of this exclusion, any loss is not covered by this policy the burden of proving otherwise will be upon You and/or the Director or Officer.

If any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

SECTION 13 – DIRECTORS AND OFFICERS\continued...

EXCLUSIONS

(Continued)

Mould

We will not indemnify You or the Director or Officer for a loss that is otherwise covered under this policy if the loss is caused by or arises in any way from Mould or a Mould Event.

Other insurance

We will not indemnify a Director or Officer or You where they or You have a right to payment under any other insurance.

However, if they have a right to payment under any other insurance we will contribute in excess of the payment provided by that insurance. If the other insurance is also provided by Us then the amount that We will pay under this insurance will be reduced by the amount that We pay under the other insurance

Legal action

We will not indemnify a Director or Officer or You

- (1) where the claim is brought in a court of law outside the jurisdiction shown in the policy schedule for this section of cover, and/or
- (2) where action for damages is brought in a court within that jurisdiction to enforce a foreign judgement.
- (3) where Disqualification Proceedings, Investigation, Environmental Proceedings or Extradition Proceedings are ordered or commissioned outside that jurisdiction.

Employment disputes

If

- (1) You are an unincorporated body, or
- (2) if the employment law protection section of cover has been chosen then We will not indemnify a Director or Officer or You for
 - (a) an Employment wrongful act
 - (b) an Investigation in respect of employment discrimination or health and safety.

Dishonest and malicious acts

We will not indemnify a Director or Officer or You if the Director or Officer admits to dishonest, fraudulent or malicious conduct or if this is established in a judgement or final ruling.

This exclusion does not apply to any Shareholder Action where the loss in value of the share capital is a result of the dishonest, fraudulent or malicious conduct of the Director or Officer.

Remuneration

We will not pay a Director or Officer or You to the extent of any remuneration of any kind that is due to any Director or Officer or Employee.

Prior and pending litigation

We will not cover any claim made against any Director or Officer or You or pay any Costs and expenses arising from

- (1) a Wrongful Act
- (2) Disqualification Proceedings
- (3) an Investigation
- (4) Environmental Proceedings
- (5) Extradition Proceedings
- (6) any proceedings brought under the Corporate Manslaughter and Corporate Homicide Act arising in any way from any previous or known litigation or proceedings (including allegations from the same or essentially the same facts) involving a Director or Officer, You or an Outside Company that was first started prior to the date that this section of cover came into force.

We will not cover any claim, proceedings or circumstances which have been reported or notified under any contract of insurance which this section of cover renews or replaces.

SECTION 13 – DIRECTORS AND OFFICERS\continued...

EXCLUSIONS

(Continued)

Pollution

We will not indemnify a Director or Officer or You in respect of any claim or proceedings arising from or in any way involving Pollution.

This exclusion does not apply to subsection of cover e (environmental proceedings).

This exclusion does not apply to any Shareholder Action where the loss in value of the share capital is a result of Pollution.

Injury or property damage

We will not cover any claim for

- (1) Injury to any person
- (2) loss, damage, destruction or loss of use of property.

This exclusion does not apply to emotional distress arising from

- (1) libel, slander or defamation
- (2) Employment wrongful act (provided the employment law protection section of cover has not been chosen)

This exclusion does not apply to the criminal prosecution of any Director or Officer for manslaughter in relation to Your activities,

This exclusion does not apply to any Shareholder Action where the loss in value of the share capital is a result of Injury or loss, damage, destruction or loss of use of property.

Pension funds

We will not indemnify a Director or Officer or You in respect of any claim or proceedings arising from the Director or Officer acting in the capacity of trustee or administrator of any pension, retirement or superannuation scheme or programme created for the benefit of a Director or Officer or Employee.

Takeover or merger

We will not cover any actual or alleged Wrongful act committed or attempted after the effective date of Your takeover or merger by or with any person or entity.

We will not cover any Disqualification proceedings, Investigations, Environmental proceedings or Extradition proceedings instigated after the effective date of Your takeover or merger by or with any person or entity.

Professional duties to third parties

We will not cover any claim made by a third party for any breach of any professional duty owed to that party.

This exclusion does not apply to any Shareholder action where the loss in value of the share capital is a result of breach of professional duty owed.

Claims made by any outside company

We will not cover any claim made by or on behalf of any Outside Company and/or any Director, Officer or Trustee of the Outside Company.

This exclusion does not apply to

- (1) any claim in respect of any Employment Wrongful Act concerning the employment of the Director or Officer of the Outside company
 - (2) any claim brought by any shareholder or bondholder of the Outside company (which is made without any solicitation by, or assistance or participation of, any Director, Officer or trustee) due solely to any actual or alleged loss in value of the share capital of the Outside Company
 - (3) Costs and expenses in the defence of any claim made by or on behalf of any Outside company and/or any Director, Officer or trustee of the Outside Company
 - (4) any claim for contribution brought by any Director, Officer or Trustee of the Outside Company if the claim directly results from any other claim or payment under this section of cover
-

SECTION 13 – DIRECTORS AND OFFICERS\continued...

EXCLUSIONS

(Continued)

- (5) any claim brought by any person who is no longer a Director, Officer or trustee of the Outside Company
- (6) any claim brought by a liquidator, receiver or administrative receiver due to the insolvency of the Outside Company.

We will not cover any claim made by or on behalf of any person who controls more than 15% of the issued share capital of any Outside Company.

Punitive and exemplary damages (employment)

We will not cover the cost of any punitive or exemplary damages awarded in relation to any claim arising from or in any way involving an Employment Wrongful Act.

This exclusion shall not apply to exemplary damages in respect of employment related libel, slander or defamation.

If the jurisdiction shown in the policy schedule for this section of cover includes the United States of America then the following exclusions also apply:

'Insured v. insured' (USA)

We will not cover any claim made against a Director or Officer brought by

- (1) You, or
- (2) any present or former holding company of Yours, or
- (3) any other Director or Officer,
- (4) any Outside company

Where the claim is brought

- (a) within or subject to the laws of the United States of America, or
- (b) anywhere else to enforce a judgement of a United States of America court.

This exclusion shall not apply to:

- (i) any claim in respect of any Employment wrongful act concerning the employment of the Director or Officer by the Company
 - (ii) any Shareholder action
 - (iii) the Director or Officer's Costs and Expenses in the defence of the claim
 - (iv) any claim for contribution brought by any Director or officer if the claim directly results from any other claim or payment under this section of cover
 - (v) any claim brought by any person who is no longer a Director or Officer
 - (vi) any claim brought by a liquidator, receiver or administrative receiver due to Your insolvency.
-

SECTION 13 – DIRECTORS AND OFFICERS\continued...

SPECIAL CONDITIONS

The following Conditions apply in addition to or in place of the Policy Conditions.

Notification of claims

You must notify us in writing of

- (1) any claim made against You or a Director or Officer
- (2) the receipt of any communication of an intention to make a claim against You or a Director or officer
- (3) any circumstance of which You or a Director or Officer shall become aware which is likely to give rise to
 - (a) a claim against You or a Director or Officer, or
 - (b) the instigation of Disqualification Proceedings, Investigation, Environmental Proceedings, Asset and liability Proceedings or Tax investigation, or
 - (c) You or a Director or officer seeking payment under this policy

You must give Us

- (i) Your reasons for Your anticipation of a claim, Disqualification proceedings, Investigation, Environmental proceedings, Asset and liability proceedings or Tax investigation, or request for payment
- (ii) full details of dates and persons involved

Your notification to Us must be within the period of insurance shown in the policy schedule.

If You comply with the above then any subsequent

- (1) claim made, or
- (2) Disqualification proceedings, Investigation, Environmental proceedings, Asset and liability proceedings or Tax investigation instigated, or
- (3) request for payment

will be regarded as having been made, instigated or requested during the period of insurance shown in the policy schedule.

If You fail to do this Your claim may not be covered or the amount We pay You may be reduced.

General claims handling

You must give Us the information and co-operation that We may reasonably request

- (1) You must not do anything which might prejudice Us
- (2) You must take all reasonable steps to prevent any further claim or request for payment under this policy
- (3) You must not admit liability or settle any claim or incur any Costs and expenses without Our written consent

and, in respect of the section of cover 1k (directors and officers liability – public relations crisis management)

- (1) You must comply with Our recommendations or the recommendations of Our public relations specialist as directed
- (2) take all reasonable and practicable measures to avoid or reduce costs relating to the Crisis.

If You fail to do this Your claim may not be covered or the amount We pay You may be reduced.

SECTION 13 – DIRECTORS AND OFFICERS\continued...

Defence of claims

- (1) We are entitled to take over the defence or settlement of any claim in Your name
- (2) You are entitled at Your own risk to contest any claim or legal proceedings which in Our opinion should be compromised or settled but, if You choose to do this, We will not be liable for any loss incurred as a result of Your refusal to compromise or settle the claim or legal proceedings.
- (3) in respect of section of cover 1, directors and officers liability,
 - (a) You or the Director or Officer have a duty to defend any claim, Disqualification Proceedings, Investigation, Asset and liberty Proceedings or Environmental Proceedings.
 - (b) We have the right, but not the obligation, to actively associate with You or the Director or Officer in the settlement or handling of any claim, Disqualification Proceedings, Investigation, Asset and liberty Proceedings or Environmental Proceedings.
 - (c) You have the right, subject to Our written consent, to appoint any appropriately qualified legal representative to deal with any claim notified to Us in accordance with condition – notification of claims.

Payment of indemnity limit

We are entitled at any time to pay You or the Director or Officer:

- (1) the Limit (or as much of it as remains available), or
- (2) any lesser sum for which any claim can be settled.

If We do this We will not be under any further liability to You or the Director or Officer in respect of the claim.

Subrogation

We will be entitled to take over and undertake in Your name, or in the name of the Director or officer, all Your rights of recovery against anyone before or after any payment under this policy. You or the Director or officer will give Us all the assistance We may require to exercise those rights of recovery.

Notice

Any notice under this policy will be regarded as given

- (1) to Us if sent by first class prepaid post to Markel (UK) Limited, Verity House, 6 Canal Wharf, Leeds, LS11 5AS
- (2) to You or the Director or Officer if sent by post to Your last known address.

Multiple insureds

Our liability under each section of cover is as shown in the section of cover. Our liability shall not be varied or regarded as varied because of the number or type of insureds or claims under the section of cover.

Non-aggregation

If payment is available under more than one section of cover the total amount payable under any one section of cover will be reduced by any amount payable under any other section of cover.

Breach of terms not relevant to the actual loss

If You or the Director or Officer fail to comply with a term (express or implied) of this policy (other than a term that defines the risk as a whole) and compliance with the term would tend to reduce the risk of a loss, either

- (1) of a particular kind, and/or
- (2) at a particular location, and/or
- (3) at a particular time

we cannot rely on the breach of the term to exclude, limit or discharge Our liability under this policy if You or the Director or officer show that the failure to comply

with the term could not have increased the risk of loss which actually occurred in the circumstances in which it occurred.

SECTION 13 – DIRECTORS AND OFFICERS\continued...

Breach of the duty of fair presentation

- (1) breach of duty prior to entering into the contract of insurance
- If You or the Director or Officer breach the duty of fair presentation prior to entering into this insurance contract, the remedies available to Us are:
- (a) if the breach of the duty of fair presentation is deliberate or reckless:
 - (i) We may avoid this policy and refuse all requests for payment, and
 - (ii) We need not return any of the premium paid
 - (b) if the breach of the duty of fair presentation is not deliberate or reckless, Our remedy will depend upon what We would have done if You or the Director or Officer had complied with the duty of fair Presentation
 - (i) if We would not have entered into the contract of insurance at all We may avoid this policy and refuse all requests for payment and will return the premium paid
 - (ii) if We would have entered into the contract of insurance but on different terms (other than terms relating to the premium), this policy will be treated as if it had been entered into on those different terms from the outset
 - (iii) in addition, if We would have entered into the contract but would have charged a higher premium We may proportionately reduce the amount to be paid under this policy and, if applicable, any amount already paid in the same proportion as the premium we would have charged bears to the premium actually charged

- (2) breach of duty prior to entering into a variation of this contract of Insurance
- If You or the Director or Officer breach the duty of fair presentation prior to entering into a variation of this insurance contract, the remedies available to Us are:
- (a) if the breach of the duty of fair presentation is deliberate or reckless:
 - (i) We may treat this policy as having been terminated from the time when the variation was concluded, and
 - (ii) We need not return any of the premium paid
 - (b) if the breach of the duty of fair presentation is not deliberate or reckless, Our remedy will depend upon what We would have done if You or the Director or officer had complied with the duty of fair presentation
 - (i) if We would not have agreed to the variation at all We may treat the contract as if the variation was never made and will return any extra premium paid
 - (ii) if We would have agreed to the variation but on different terms (other than terms relating to the premium), the variation will be treated as if it had been entered into on those different terms from the outset

in addition, if either

- (a) We would have increased the premium by more than We did or at all,
or
- (b) We would not have reduced the premium as much as We did or at all,
then

We may proportionally reduce the amount to be paid under this policy arising out of events after the variation.

Unintentional non-disclosure

You or the Director or Officer must have provided the Proposal with reasonable skill and care and after having made all reasonable and appropriate enquiries.

Despite condition (breach of the duty of fair presentation):

- (1) If You or the Director or Officer have made any misrepresentation or non-disclosure of any material facts or circumstances then We will not avoid this section of cover unless either:
- (a) We reasonably believe the misrepresentation or non-disclosure was deliberate or reckless; or

SECTION 13 – DIRECTORS AND OFFICERS\continued...

- (b) We would not have underwritten this section of cover on any terms if the facts or circumstances had been disclosed or not misrepresented and provided that
 - (c) where You or the Director or Officer should have notified Us during a preceding period of insurance to that shown in the policy schedule of a claim or the instigation of Disqualification Proceedings, Investigation, Environmental Proceedings or Extradition Proceedings and the cover to which You or the Director or Officer would have been entitled was in any way more restrictive than that provided at the date of notification We will only be liable to the extent available during that preceding period of insurance.
 - (d) where You or the Director or Officer have prejudiced the handling or settlement of any claim, Disqualification proceedings, Investigation, Environmental proceedings or Extradition proceedings, the amount We will pay You will be reduced to the amount which, in Our opinion, would have been payable in the absence of the prejudice.
- (2) Subject to the above, if You or the Director or Officer make any misrepresentation or non-disclosure of any material facts and We would still have underwritten this section of cover but on different terms had the facts been disclosed or not misrepresented, then We may instead:
- (a) reduce proportionately the amount paid or payable on any claim by reference to the ratio which the premium actually charged bears to the premium which we would have charged had You or the Director or Officer told Us about a material fact or circumstance. The same reduction will be applied to any claims which have already been paid and any overpayment of claims by Us will be repaid by You or the Director or officer; and/or
 - (b) treat this section of cover as if it had included such additional 1 terms (other than terms relating to premium) as We would have imposed had You or the Director or Officer told Us about a material fact of circumstance. These additional terms will apply equally to existing, past and future claims.
- (3) We will not deny payment on the grounds of the breach of claims conditions – notification of claims or general claims handling above.

Consent

Neither a Director or Officer nor You has a right to cancel this section of cover or to reduce the cover provided.

We will only consider a request for cancellation or a reduction in cover if We are reasonably satisfied that the request has been sanctioned by all the Directors or officers whose rights under this section of cover are or may be effected.

Whether or not We agree to a request for cancellation or reduction in cover is at Our complete discretion.

Offering

If You decide to make a public or private offering of Your shares or other equity interest during the period of insurance shown in the policy schedule then

- (1) You shall provide Us with
 - (a) any prospectus, and/or
 - (b) any offering statement, and/or
 - (c) any other information We may require
 - (2) We may at our discretion
 - (a) amend the terms, limitations, exclusions and/or conditions of this section of cover, and/or
 - (b) charge an additional premium.
-

SECTION 13 – DIRECTORS AND OFFICERS\continued...

Severability

Nothing in the Proposal or otherwise known or done by any Director or Officer shall be attributed to any other person in determining any right or obligation of the Director or Officer under this section of cover.

In no case shall a Director or Officer be prevented from pursuing any point in his or her defence only because it is obstructive or harmful to the interests of any other Director or Officer.

Sanctions limitation

We will not provide any benefit under this contract of insurance to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would expose Us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanction, laws or regulations of the European Union, United Kingdom or United States of America.

Brexit

We will not provide any benefit under this contract of insurance to the extent of providing cover, payment of any claim or the provision of any benefit where the regulatory risk location is within the European Economic Area (EEA) excluding the United Kingdom

Rights of third parties

A person who is not a party to this policy has no right under the Contracts (Rights of Third Parties) Act 1999 (or any amendment or re-enactment of the Act) 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 the Act.

Fraudulent claim

If You make a fraudulent claim under this policy:

- (a) We are not liable to pay the claim, and
- (b) We may recover from You any sums We have paid to You in respect of the claim, and

If a fraudulent claim is made under this policy by or on behalf of a Director or Officer, We may exercise the same rights as above as if there was an individual contract of insurance between the covered person and Us. However, the exercise of any of these rights shall not effect the cover provided under this policy for any other person.

SECTION 14 – DATA SECURITY BREACH

DEFINITIONS

Each time any of the following words or phrases appear in this section in bold they will take the specific meaning shown below

Data Security Breach Loss, theft or accidental release of Personal Data involving one or more Data Subjects which creates a risk of financial harm to the Data Subject or which triggers an obligation under any law or regulation to notify the Data subject of such loss theft or accidental release.

Data Subject An individual who is the subject of Personal Data

Personal Data Data which relate to a living individual who can be identified from that Data which is in Your possession

COVER

We will pay You in respect of costs incurred with Our consent arising out of a Data Security Breach discovered during the Period of Insurance for

- (1) specialist consultants or consulting engineers to
 - (a) Investigate if a Data Security Breach has occurred
 - (b) mitigate an ongoing loss
- (2) external legal advice to manage Your response to the Data Security Breach
- (3) notifying any
 - (a) Data Subject of the Data Security Breach
 - (b) regulatory body of the Data Security Breach where You are required to do so by any law or regulation
- (4) Provision of
 - (a) a telephone help line to assist Data Subjects after they have been notified of the Data Security Breach
 - (b) a credit monitoring or credit protection service to the affected Data Subjects for a period of one year provided that the offer of such service must be accepted by the Data Subject within 12 months of the initial offer
 - (c) identity fraud remediation services for Data Subjects

The maximum We will pay in respect of any one Period of Insurance is £25,000

Clauses

The following clauses apply to this Section.

Data Security Breach Claims Service: 0800 015 1498

A 24 hour, 365 days a year claims line providing You with emergency assistance whenever it is required. When We know about Your problem, We will start to put the solutions in place.

Special Conditions

Access and Passwords

Access to Computer and Electronic Equipment must be authenticated by the use of individual identification and passwords. Any default or manufacturers passwords or access codes must be changed and kept secure. All passwords protecting access to Personal Data must be changed at intervals not exceeding 60 days.

Firewall

You must ensure that Equipment that is connected to the internet is protected by a suitable firewall which is regularly maintained and in full and effective operation at the time of a loss.

Anti-Virus Software

You must install suitable virus protection Software and ensure that it is

- (a) updated at intervals of at least once a month
and
 - (b) in full and effective operation at the time of a loss.
-

SECTION 14 – DATA SECURITY BREACH\continued...

Special Conditions (Continued)

Data Back-up and Storage

You must store Data, Software or programs and maintain adequate backup copies by backing up

- (a) the original disks or media and storing in a fire resistant data safe or in a secure location away from the Premises.
- (b) all Data produced by the Software or programs no less than once a week or any other period agreed by Us. The integrity of any data backup must be validated using operating system routines or checks produced by the Software supplier.

All Personal Data must be stored and disposed of in a secure manner

EXCLUSIONS

We will not indemnify You in respect of

- (1) any Damage to the Property Insured resulting directly or indirectly from or in connection with any of the following regardless of any other cause or event contributing concurrently or other sequence to the loss
 - (a) Terrorism
 - (b) civil commotion in Northern Ireland
 - (c) any action taken in controlling, preventing, suppressing, or in any way relating to (a) and/or (b) above.

Terrorism means

- (i) in respect of Damage occurring in England, Wales and Scotland only (but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987 nor the Isle of Man or the Channel Islands) 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 Her Majesty's government in the United Kingdom or any other government de jure or de facto
- (ii) in respect of Damage occurring in any territory not specified in (i) above any act or acts including but not limited to
 - the use or threat of force and/or violence and/or
 - harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm or damage by nuclear and/or chemical and/or biological and/or radiological means caused or occasioned by any person(s) or group(s) of persons or so claimed in whole or in part for political, religious, ideological or similar purposes.

In any action, suit or other proceedings where We allege that any Damage results from Terrorism as defined above and is therefore not covered by this Section, the burden of proving that any such Damage is covered under this Section will be upon You.

- (2) liquidated damages or fines
 - (3) any penalties under contract
 - (4)
 - (a) loss of
 - (b) loss of use of
 - (c) inaccessibility ofdata or programs arising from pre-existing faults in or the unsuitability of programs or computer systems software.
 - (5) consequential loss or damage
 - (6) the Excess in respect of each and every loss
-

SECTION 15 – PERSONAL ACCIDENT

DEFINITIONS

Accidental Bodily Injury

- (1) injury caused by accidental and/or violent means
(2) exposure
occurring within 24 months from the date of the accident by which such injury is caused.
-

Loss of Hearing

Total and permanent loss of hearing in one or both ears

Loss of Limb

- In respect of
- (1) an arm
- (a) physical severance of all four fingers
or
- (b) total and permanent loss of use of an entire hand or arm at or above the metacarpal phalangeal joints (where the fingers join the palm of the hand)
and/or
- (2) a leg
- (a) physical severance
or
- (b) total and permanent loss of use of an entire leg at or above the talo-tibial joint (the ankle).
-

Loss of sight

- Includes total and permanent loss of sight which will be deemed to have occurred
- (1) in both eyes when the Insured Person's name has been added to the register of blind persons on the authority of a fully qualified ophthalmic surgeon specialist
- (2) in one eye when the degree of sight is 3/60 or less on the Snellen Scale (which means the Insured Person is only able to see at three feet that which they should normally be able to see at 60 feet) and We are satisfied that the condition is permanent and without expectation of recovery.
-

Loss of Speech

Total and permanent loss of speech.

Permanent Total Disablement

- Permanent disablement (other than Loss of Hearing, Loss of Limb, Loss of Sight or Loss of Speech) which
- (1) wholly prevents the Insured Person from engaging in or giving attention to their usual occupation
and
- (2) lasts without interruption for more than 12 months from the date of the accident
and
- (3) in all probability will continue for the remainder of the Insured Person's life.
-

Temporary Total Disablement

Disablement which entirely prevents the Insured Person from engaging in their usual occupation.

Temporary Partial Disablement

Disablement which prevents the Insured Person from attending to a substantial part of their usual occupation.

SECTION 15 – PERSONAL ACCIDENT\continued...

COVER	<p>We will indemnify You in accordance with the Table of Benefits, in the event the Insured Person, defined in the General Definitions of this Policy, suffers Bodily Injury</p> <ol style="list-style-type: none">(1) caused directly as a result of an Insured Event(2) whilst engaged in duties in connection with the Business <p>We will pay</p> <ol style="list-style-type: none">(a) the amount stated in the Table of Benefits with weekly benefit being paid at four week intervals(b) the amount under the weekly benefits for a maximum of two years from the date that the disablement started, but where We pay under benefits 1-4<ul style="list-style-type: none">• any weekly benefit being paid for the same injury will stop• this insurance will end for the Insured Person.(c) Where benefit is on a wages basis, the amount payable shall be the average weekly wage<ol style="list-style-type: none">(i) In the 12 week period before the date of the Accidental Bodily Injury or(ii) Any shorter period if the Insured Person has been employed by You for less than 12 weeks. <p>We will not include overtime, commission or bonus payments unless these are guaranteed.</p> <p>We will not be liable for any amount in excess of the maximum accumulation limit of £1,000,000 in respect of any one accident. If the aggregate amount of all benefits payable exceeds the maximum accumulation limit, the benefit payable to each Insured Person shall be proportionately reduced until the total of all benefits does not exceed the maximum accumulation limit.</p>
INSURED EVENTS	Sudden, unexpected, unusual and specific event which occurs at an identifiable time and place.
TABLE OF BENEFITS	The benefit payable and operational period as stated in the Policy Schedule
EXTENSIONS	<p>Disappearance</p> <p>In the event</p> <ol style="list-style-type: none">(a) an Insured Person is not found within 90 days of disappearing and(b) sufficient evidence is produced which leads Us to an inevitable conclusion that the Insured Person died as a result of an Insured Event, <p>then We will pay the Death Benefit provided the person or persons to whom that benefit is paid first signs an undertaking to refund such sum to Us in the event the Insured Person is subsequently found to be living.</p> <p>Medical Evidence</p> <ol style="list-style-type: none">(a) We may, at Our expense, arrange for an Insured Person to undergo a medical or post mortem examination(b) You or Your legal representative will supply to Us, at Your expense, any<ol style="list-style-type: none">(a) Certificate(b) Information(c) Evidence <p>In the format We require.</p> <p>Medical Expenses</p> <p>We will indemnify You or any Employee for medical expenses incurred where a claim is admitted by Us subject to a maximum of</p> <ol style="list-style-type: none">(a) £1,000(b) the difference between any amount the person claiming benefit is entitled to recover from any other source or £1,000 whichever is the lesser of the two.

SECTION 15 – PERSONAL ACCIDENT\continued...

EXCLUSIONS

We will not pay

- (1) *More than one Benefit as defined under the Table of Benefits to any one person following any single Insured Event.*
- (2) *Benefit to any person who is already entitled to Benefit as a result of a previous Insured Event in the same Period of Insurance.*
- (3) *Any benefit to an Insured Person whose Bodily Injury for which they are claiming arose*
 - (a) *whilst engaged or taking part in military activities*
 - (b) *whilst engaged or taking part in aeronautics or aviation other than as a passenger*
 - (c) *whilst engaged or taking part in mountaineering or rock climbing normally involving ropes and/or guides; pot-holing; winter sports*
 - (d) *whilst driving or riding in any kind of race, speed or time trials*
 - (e) *as a result of intentional self-injury, suicide, attempted suicide, provoked assault or fighting except in bona-fide self-defence*
 - (f) *as a result of or from an Insured Person's own criminal act or whilst engaged or taking part in civil commotion or riots of any kind.*
 - (g) *as a result of any psychiatric, mental or nervous disorder of the Insured Person including anxiety and/or depression or any state of insanity temporary or otherwise.*
 - (h) *as a result of any physical or mental condition or disability of a recurring or chronic nature from which the Insured Person suffered and was known to suffer prior to inception of this insurance*
 - (i) *as a result of pregnancy or childbirth*
 - (j) *as a result of the effects of alcohol or drugs (other than drugs prescribed by a doctor)*
 - (k) *whilst undergoing any treatment for drug addiction*

Compensation in respect of any claim relating to any non-contracting parties rights to enforce all or any part of this Section. The Contracts (Rights of Third Parties) Act 1999 does not apply to the Section.

SPECIAL CONDITIONS **Payment Timing**

No Benefit as defined by d) of the Table of Benefits shall become payable until the total amount has been ascertained and agreed by Us.

Duplicated Benefit

Any payment already made under d) of the Table of Benefits will be deducted from any other Benefit which becomes payable to the same person for the same Insured Event.

Medical Examinations

The Insured Person making a claim for benefit authorises Us to appoint such medical advisers and conduct examinations of the Insured Person as We deem appropriate, in the absence of which We are not liable to make any payment.

CLAIM CONDITIONS

You MUST follow/comply with the following statements in the event of a claim (or circumstances which may result in a claim) as a failure to do so may prejudice the cover in respect of any claim

You MUST follow/comply with the following statements/conditions in the event of a claim (or circumstances which may result in a claim) as a failure to do so may prejudice the cover in respect of any claim

If You need to make a claim, or need to report an incident which may give rise to a claim under any section of this Policy other than Legal Expenses or Directors & Officers Covers, call the 24 hour Aviva claim helpline immediately on: 0800 015 1498

If You need to make a claim under the Legal Expenses Section of the policy please call Markel Legal Expenses Insurance on 0345 350 1099

If You need to make a claim under the Directors & Offices Section of the policy please call Markel (UK) Ltd on 0345 355 2227.

Arbitration

If We accept liability but You disagree with the amount We offer to pay, the claim will be referred to an arbitrator who will be jointly appointed in accordance with prevailing statutory provisions

Contribution

Applicable to Employers' Liability Section and Public and Products Liability Section

If the insurance provided by these Sections is also covered by another policy (or would but for the existence of these Sections), We will only indemnify You in respect of any excess beyond the amount which would be payable under such other insurance had these Sections not been effected.

Applicable to the Legal Expenses Section

If any claims covered under this policy are also covered by another policy, or would have been covered if this policy did not exist, we will only pay our share of the claim even if the other insurer refuses the claim.

Applicable to all other Sections insured by this Policy

- (a) Where any loss, destruction, damage or liability covered by the policy is also covered by another policy, (or would be but for the existence of this policy), We will only pay a rateable share of the loss.
 - (b) If the other insurance is subject to a condition of average and this policy is not, this policy will become subject to the same condition of average.
 - (c) If the Property Insured covered by the other insurance is subject to a provision excluding proportional payment in whole or in part, the payment We make will be limited to the proportion of loss, destruction or damage as the Sum Insured bears to the value of the property.
-

Discharge of Liability

We may at any time pay

- (a) the Limit of Indemnity,
or
- (b) the Sum Insured
or

- (c) a smaller amount for which a claim can be settled after deduction of any sum already paid.

We will not make any further payment except for costs and expenses incurred prior to the payment of the claim.

Fraud

If a claim made by You or anyone acting on Your behalf is fraudulent or fraudulently exaggerated or supported by a false statement or fraudulent means or fraudulent evidence is provided to support the claim, We may

- (a) refuse to pay the claim
- (b) recover from You any sums paid by Us to
- (c) by notice to You cancel the policy with effect from the date of the fraudulent act without any return of premium.

If We cancel the policy under (c) above, then We may refuse to provide cover after the time of the fraudulent act. This will not affect any liability We may have in respect of the provision of cover before the time of the fraudulent act.

CLAIM CONDITIONS\continued...

Discharge of Liability *(Continued)*

If this policy provides cover to any person other than You and a claim made by such person or anyone acting on their behalf is fraudulent or fraudulently exaggerated or supported by a false statement or fraudulent means or fraudulent evidence is provided to support the claim, We may

- (a) refuse to pay the claim
- (b) recover any sums paid by Us in respect of the claim (from You or such person, depending on who received the sums or who benefited from the cover provided)
- (c) by notice to You and such person cancel the cover provided for such person with effect from the date of the fraudulent act without any return of premium in respect of such cover.

If We cancel a person's cover under (c) above, then We may refuse to provide cover after the time of the fraudulent act. This will not affect any liability We may have under such cover occurring before the time of the fraudulent act.

Reinstatement

When We decide, or are required to reinstate or replace any property, You will at Your expense provide

- (a) plans
- (b) documents
- (c) books
- (d) information

which We require.

We will not be obliged to reinstate property exactly but only in a satisfactory manner as circumstances allow.

The maximum amount We will pay in respect of one item is the Limit of Indemnity or Sum Insured for that item

Subrogation

Anyone making a claim under this policy must, at Our request and expense, do everything We reasonably require to

- (a) enforce a right or remedy
- or
- (b) obtain relief or indemnity

from other parties to which We will become entitled or subrogated because of payment for or making good loss, destruction, damage, accident or injury.

We may require You to carry out such actions before or after We make any admission of or payment of a claim.

CLAIM CONDITIONS\continued...

Your obligations in the event of a claim

This condition does not apply to the Legal Expenses Section. A separate claims obligation condition will apply to this section of cover which can be found in the Legal Expenses Section of the Policy.

If in relation to any claim You have failed to fulfil any of the following conditions, You will lose Your right to indemnity or payment for that claim.

You must

- (a) tell Us immediately of any event or occurrence which may result in a claim.
 - (b) notify the police immediately of loss, destruction or damage caused by malicious persons or thieves.
 - (c) at Your expense, provide Us with a written claim containing as much information as possible of the loss, liability, destruction, damage, accident or injury, including the amount of the claim within
 - (i) 30 days
 - or
 - (ii) seven days in the case of loss, destruction or damage caused by riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances or malicious persons of You becoming aware of the event or occurrence, or such further time that We may allow.
 - (d) provide Us with all information and help We require in respect of the claim.
 - (e) pass to Us unanswered, immediately, all communications from third parties in relation to any event which may result in a claim under this policy.
 - (f) not admit or repudiate liability, nor offer to settle, compromise, make payment which may result in a claim or pay any claim under this policy without Our written agreement.
 - (g) allow Us to take over and conduct in Your name the defence or settlement of any claim. You will also allow Us to prosecute at Our own expense and for Our own benefit, any claim for indemnity or compensation against any other person and You must give Us all information and assistance required.
-

CANCELLATION CONDITION

The following conditions relate to the cancellation of the Policy

Cancellation

- (a) You may cancel this policy at any time after the date We have received the premium by providing 14 days' notice in writing to Us
If Your policy is cancelled as above and provided that there have been no:
 - (i) claim(s) made under the policy for which We have made a payment
 - (ii) claim(s) made under the policy which are still under consideration
 - (iii) incident(s) which You are aware of and are likely to give rise to a claim which has already been or is yet to be reported to Us during the current Period of Insurance, We may, at Our discretion, refund to You a proportionate part of the premium paid for the unexpired period.
 - (b) We will cancel this policy from the inception date if the premium has not been paid and no return premium will be allowed. Such cancellation will be confirmed in writing by Us to Your last known address.
 - (c) We may also cancel this policy at any time by sending not less than 14 days' notice in writing to Your last known address.
We will refund a proportionate part of the premium for the unexpired period provided that there have been no:
 - (i) claim(s) made under the policy for which We have made a payment
 - (ii) claim(s) made under the policy which are still under consideration
 - (iii) incident(s) which You are aware of and are likely to give rise to a claim which has already been or is yet to be reported to Us during the current Period of Insurance
 - (d) In respect of cover provided under Section 12 Legal Expenses:
We may also cancel cover at any time by sending not less than 14 days' notice in writing to Your last known address if You
 - (i) do not supply any information or documentation that We have asked for
 - (ii) display threatening or abusive behaviour or use threatening or abusive languageif We do this We will refund a proportionate part of the premium for the unexpired period provided that there have been no:
 - (i) claim(s) made under this section of cover for which We have made a payment
 - (ii) claim(s) made under this section policy which are still under consideration
 - (iii) incident(s) which You are aware of and are likely to give rise to a claim under this section of cover which has already been or is yet to be reported to Us during the current Period of Insurance
-

GENERAL CONDITIONS

All Conditions apply to the operation of this Policy in addition to Conditions contained elsewhere in this Policy.

All Conditions have equal importance and there is no particular order other than alphabetical.

Alteration of Risk

If (a) there has been any alteration to the Property Insured and/or The Premises and/or The Business after the effective date of this insurance which increases the risk of loss, destruction, damage, accident or injury

or

(b) Your interest ceases except by will or operation of law

We will at Our option avoid the policy from the date of such alteration or when Your interest ceases, unless We accept the alteration

Identification

The Policy and The Schedule will be read as one contract.

Non-Disclosure, Misrepresentation or Misdescription

(1) Before this policy was entered into

If You have breached Your duty to make a fair presentation of the risk to Us before this policy was entered into, then:

(a) where the breach was deliberate or reckless, We may avoid this policy and refuse all claims, and keep all premiums paid;

(b) where the breach was neither deliberate nor reckless, and but for the breach:

(i) We would not have agreed to provide cover under this policy on any terms, We may avoid this policy and refuse all claims, but will return any premiums paid

(ii) We would have agreed to provide cover under this policy but on different terms (other than premium terms), We may require that this policy includes such different terms with effect from its commencement,

and

(iii) We would have agreed to provide cover under this policy but would have charged a higher premium, Our liability for any loss amount payable shall be limited to the proportion that the premium We charged bears to the higher premium We would have charged, as outlined in Schedule 1 of the Insurance Act 2015.

(2) Before a variation was agreed

If You have breached Your duty to make a fair presentation of the risk to Us before any variation to this policy was agreed, then:

(a) where the breach was deliberate or reckless, We may cancel this policy with effect from the date of the variation, and keep all premiums paid;

(b) where the breach was neither deliberate nor reckless, and but for the breach:/or

(i) We would not have agreed to the variation on any terms, We may treat this policy as though the variation was never made, but will return any additional premium

(ii) We would have agreed to the variation but on different terms (other than premium terms), We may require that the variation includes such different terms with effect from the date it was made,

and/or

(iii) We would have agreed to the variation but would have increased the premium, or would have increased it by more than We did, or would not have reduced it or would have reduced it by less than We did, Our liability for any loss amount payable shall be limited on a proportionate basis, as outlined in Schedule 1 of the Insurance Act 2015.

This condition operates in addition to any provisions relating to underinsurance in this Policy

GENERAL CONDITIONS\continued...

Reasonable Precautions

- You must
- (a) maintain The Premises, machinery, plant and equipment in a satisfactory state of repair.
 - (b) take all reasonable precautions to prevent
 - (i) loss, destruction or damage to the Property Insured
 - (ii) accident or injury to any person or loss, destruction or damage to their property.
 - (c) comply with all legal requirements and safety regulations and conduct The Business in a lawful manner.
 - (d) keep books with a complete record of purchases and sales.
-

Long Term Undertaking

Where a Section is stated in The Schedule to be subject to a Long Term Undertaking a discount of 5% under that Section is allowed in consideration of You having provided an undertaking with effect from the date stated in The Schedule to offer annually for a period of three years the insurance under the Section on the terms and conditions in force at the expiry of each Period of Insurance and to pay the premiums annually in advance, it being understood that:

- (a) We will be under no obligation to accept an offer made in accordance with such an undertaking
- (b) the Sums Insured may be reduced at any time to correspond with any reduction in value or The discount does not apply to any inspection fees charged under the Engineering Section of this policy.

The above mentioned undertaking applies to any policy which may be issued by Us in substitution for this policy and the same discount shall be allowed

Subjectivity

At the inception of or during each Period of Insurance, the insurance provided by this policy may be subject to You

- (a)
 - (i) providing Us with any additional information
 - (ii) completing any actions agreed between You and Us
 - (iii) allowing Us to complete any actions agreed between You and Us.
- (b) If required by Us, allowing Us access to The Premises and/or The Business to carry out survey(s) and Your compliance with any risk improvements identified.

If this is the case, then The Schedule will clearly state the information required and/or the actions to be completed and the dates We require such information or the actions to be completed by.

Upon completion of these requirements (or if they are not completed by the required dates)

We may, at Our option:

- (i) modify Your premium,
- (ii) amend the terms and conditions of this policy,
- (iii) require You to make alterations to The Premises and/or to comply with any risk improvements identified
- (iv) exercise Our right to cancel Your policy under the Cancellation Condition,
- (v) leave the policy terms, conditions, and premium unaltered.

If We proceed with any of (i) (ii) and (iii) above, You have the right to cancel this policy from a date agreed by You and Us and, providing no claims have been made, We will refund a proportionate part of the premium paid for the unexpired period of cover.

GENERAL EXCLUSIONS

Unless otherwise stated, these exclusions apply to all sections of the Policy and are in addition to any exclusions contained in each section of the Policy.

These exclusions do not apply to the Legal Expenses section. A separate set of exclusions apply to this section of cover which can be found in the Legal Expenses section of the policy.

We will not indemnify You in respect of

- (1) any consequence whatsoever which is the direct or indirect result of any of the following, or anything connected with any of the following, whether or not such consequence has been contributed to by any other cause or event
 - (a) (i) war, invasion, act of a foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power
 - (ii) mutiny or military uprising, martial law
 - (b) nationalisation, confiscation, requisition, seizure, damage or destruction by or by order of any government or any local or public authority, and
 - (c) any action taken in controlling, preventing, suppressing or in any way relating to (1) (a) and/or (1) (b) above.

However,

- (1) exception (1) (a) (ii) shall only apply in respect of the following Sections, when insured by this policy
 - (a) Buildings & Contents
 - (b) Computer and Equipment Breakdown
 - (c) Engineering
 - (d) Money and Assault
 - (e) Goods in Transit
 - (f) Refrigerated Goods
 - (g) Business Interruption
 - (h) Loss of Registration
 - (2) exceptions (1) (a) (b) and (c) do not apply to the following Sections, when insured by this policy
 - (a) Directors and Officers
 - (b) Commercial Crime
 - (c) Employers' Liability
 - (3) exception (1) (b) does not apply to the following Sections, when insured by this policy
 - (a) Public and Products Liability
 - (b) Personal Accident.
 - (4) exceptions (1) (a) and (1) (c) do not apply to the Personal Accident Section, when insured by this policy, while the Insured Person is undertaking an Insured Journey.
-

GENERAL EXCLUSIONS\continued...

- (2) *death or disablement, loss or destruction of or damage to any property, any loss or expense whatsoever, any consequential loss or any legal liability directly or indirectly caused by or contributed to or arising from*
- (a) (i) *ionising radiations or contamination by radioactivity from nuclear fuel or from nuclear waste from the combustion of nuclear fuel*
 - (ii) *the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof.*
 - (b) *the use of any weapon or device*
 - (i) *dispersing radioactive material and/or ionising radiation*
or
 - (ii) *using atomic or nuclear fission and/or fusion or other like reaction.*
 - (c) *the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter but this will not apply in respect of radioactive isotopes at The Premises (other than nuclear fuel or nuclear waste) used in the course of The Business for the purposes for which they were intended.*

However,

- (1) *in relation to the Employers' Liability Section, exception (2) (a) only applies when You under a contract or agreement have undertaken to*
 - (a) *indemnify another party*
or
 - (b) *assume the liability of another party.*
 - (2) *exceptions (2) (a) and (2) (b) do not apply to the following Sections, when insured by this Policy*
 - (a) *Directors and Officers*
- (3) (a) *Money, negotiable instruments and specie*
(b) *securities and bonds*
(c) *jewellery*
(d) *precious stones*
(e) *precious metals*
(f) *bullion*
(g) *furs*
(h) *curios and antiques*
(i) *rare books*
(j) *works of art*
(k) *goods held in trust or on commission*
(l) *documents*
(m) *manuscripts*
(n) *business books*
(o) *computer systems records*
(p) *explosives and hazardous substances*
(q) *property in transit*
unless specifically mentioned.
- However, exceptions (3)(a) to (q) do not apply to the following Sections, when insured by this policy*
- (i) *Employers' Liability*
 - (ii) *Public and Products Liability*
-

GENERAL EXCLUSIONS\continued...

- (4) any claim which arises directly or indirectly from or consists of the Failure or inability of any
- (a) electronic circuit, microchip, integrated circuit, microprocessor, embedded system, hardware, Software, firmware, program, computer, data processing equipment, telecommunication equipment or systems, or any similar device
 - (b) media or systems used in connection with anything referred to in (a) above whether Your property or not, at any time to achieve any or all of the purposes and consequential effects intended by the use of any number, symbol or word to denote a date and this includes without any limitation the Failure or inability to recognise, capture, save, retain or restore and/or correctly to manipulate, interpret, transmit, return, calculate or process any date, data, information, command, logic or instruction as a result of
 - (i) recognising, using or adopting any date, day of the week or period of time, otherwise than as, or other than, the true or correct date, day of the week or period of time
 - (ii) the operation of any command or logic which has been programmed or incorporated into anything referred to in (a) and (b) above.

However,

- (1) We will not exclude any claim for subsequent loss or destruction of or damage to any property or consequential loss which itself results from an Insured Event arising under any of the following Sections, but only to the extent that such claim would otherwise be insured under that Section
 - (a) Buildings & Contents
 - (b) Money and Assault
 - (c) Engineering
 - (d) Computer & Equipment Breakdown
 - (e) Business Interruption.
- (2) exceptions (4) (a) and (4) (b) do not apply to the following Sections, when insured by this policy
 - (a) Commercial Crime
 - (b) Loss of Registration
 - (c) Employers' Liability
 - (d) Personal Accident
 - (e) Directors and Officers

Definition

The following definition only applies to this exception

'Insured Event'

fire, lightning, explosion, aircraft and other aerial devices or articles dropped from them, riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances, malicious persons other than thieves, earthquake, storm, flood, escape of water from any tank apparatus or pipe, impact by any road vehicle or animal, or theft.



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