



# CARE HOME INSURANCE POLICY WORDING

In association with



# CONTENTS

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This policy consists of individual sections. You should read this policy in conjunction with The Schedule which confirms the sections you are insured under and gives precise details of the extent of your insurance protection.

<b>The Contract of Insurance</b>	<b>03</b>
<b>Introduction</b>	<b>04</b>
<b>Choice of Law</b>	<b>04</b>
<b>Use of Language</b>	<b>04</b>
<b>Complaints Procedure and Important Information</b>	<b>04</b>
<b>Policy Definitions</b>	<b>06</b>
<b>Sections which comprise your policy</b>	<b>09</b>
<b>Property Damage</b>	<b>09</b>
<b>Money and Assault</b>	<b>29</b>
<b>Goods in Transit</b>	<b>33</b>
<b>Frozen Food</b>	<b>36</b>
<b>Computer Breakdown</b>	<b>37</b>
<b>Machinery Damage</b>	<b>44</b>
<b>Business Interruption</b>	<b>49</b>
<b>Cyber</b>	<b>63</b>
<b>Terrorism</b>	<b>77</b>
<b>Employers' Liability</b>	<b>81</b>
<b>Public and Products Liability</b>	<b>85</b>
<b>Commercial Legal Protection</b>	<b>99</b>
<b>Management Liability</b>	<b>110</b>
<b>Commercial Crime</b>	<b>128</b>
<b>Group Personal Accident</b>	<b>143</b>
<b>Policy Conditions</b>	<b>155</b>
<b>Policy Exceptions</b>	<b>161</b>

# INTRODUCTION

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## The Contract of Insurance

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The contract of insurance between you and us consists of the following elements, which must be read together:

- your policy wording;
- the information contained on your risk presentation and Statement of Fact document issued by us;
- the policy schedule;
- any notice issued by us;
- any endorsement to your policy; and
- the information under the heading “Important Information” which we give you when you take out or renew your policy.

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 and conditions contained in or endorsed on this policy.

## Important

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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 Your insurance adviser when You renew this policy.

## Breach of Term

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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

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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 INTRODUCTION

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## The Insurer

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Risks situated within the UK and other countries excluding the EEA are underwritten by Aviva Insurance Limited. Registered in Scotland, No.SC002116. Registered Office: Pitheavlis, Perth PH2 0NH. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority and our firm's reference number is 202153.

Risks situated within the EEA are underwritten by Aviva Insurance Ireland Designated Activity Company. Aviva Insurance Ireland Designated Activity Company, trading as Aviva, is regulated by the Central Bank of Ireland. Our firm's reference number is No. C171485. A private company limited by shares. Registered in Ireland, No. 605769. Registered Office: Cherrywood Business Park, Dublin, Ireland, D18 W2P5. Registered UK Branch Address: St Helen's, 1 Undershaft, London EC3P 3DQ. UK Branch authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority (FCA reference No. 827591) and limited regulation by the Prudential Regulation Authority. Details about the extent of our regulation by the Prudential Regulation Authority are available from us on request.

Welcome to Aviva. We are committed to providing a first-class service. Aviva has the experience and longevity of a company who can trace its roots back to the establishment of the Hand in Hand Fire & Life Insurance Society in London in 1696.

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

Your premium has been calculated on the basis of the 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, and the details on The Schedule are correct.

Please contact your insurance adviser if you have any questions or if you wish to make adjustments.

## Choice of Law

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

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

## Use of Language

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All communications relating to this contract will be in English.

## Complaints Procedure and Important Information

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### What to do if you are unhappy

If you have a complaint about this 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. Your insurance adviser may ask Aviva to handle your complaint.

### What will happen if you complain

#### If your complaint is not resolved quickly:

- Your complaint will be acknowledged promptly.
- A dedicated complaint expert will be assigned to review your complaint.
- A thorough and impartial investigation will be carried out.
- You will be kept updated of the progress.
- Everything will be done to resolve things as quickly as possible.
- A written response will be sent to you within eight weeks of receiving your complaint, this will inform you of the results of the investigation or explain why this isn't possible.

Where your concerns are unable to be resolved or have not been resolved within eight weeks, you may be able to ask the Financial Ombudsman Service (FOS) to carry out an independent review. Whilst firms are bound by their decision you are not. Contacting them will not affect your legal rights.

You can contact the FOS on 0800 023 4567 or visit their website at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk), where you will find further information.

In respect of ROI Cover, please refer your complaint to:

Financial Services and Pensions Ombudsman

Lincoln House

Lincoln Place

Dublin 2

DO2 VH29

Telephone +353 1 567 7000

Email: [info@fspo.ie](mailto:info@fspo.ie)

## **Financial Services Compensation Scheme**

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Depending on the circumstances of your claim you may be entitled to compensation from the Financial Services Compensation Scheme (FSCS) if we cannot meet our obligations. See [fscs.org.uk](http://fscs.org.uk)

## **Customers with Disabilities**

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All documentation is available in large print, audio and braille. Please contact your insurance adviser if you require any of these formats.

## POLICY DEFINITIONS

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**Each time We use one of the words or phrases listed below, it will have the same meaning wherever it appears in Your policy unless an alternative Definition is stated to apply. A defined word or phrase will start with a capital letter each time it appears in the policy, except when used in the sections of this policy headed ‘Policy Introduction’, ‘Contents’, ‘Complaints Procedure and Important Information’ and in headings and titles.**

**These Definitions do not apply to Management Liability and have no effect on that section. All of the Definitions applying to Management Liability are stated in the Management Liability section.**

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<b>Buildings</b>	The building including <ol style="list-style-type: none"><li>(1) landlords’ fixtures and fittings, annexes and outbuildings</li><li>(2) walls, gates and fences, car parks, barriers, forecourts, roads and pavements</li><li>(3) underground pipes, cables and wires</li><li>(4) swimming pools.</li></ol>
<b>Computer and Electronic Equipment</b>	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.
<b>Data</b>	All information which is electronically stored, electronically represented, 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.
<b>Data Storage Materials</b>	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.
<b>Debris Removal</b>	Costs and expenses necessarily incurred by You with Our consent for removal of debris, dismantling, demolishing, shoring or propping up of the parts of property which have suffered Damage insured under this Section. We will not provide cover for costs or expenses <ol style="list-style-type: none"><li>(1) incurred in removing debris from anywhere other than the site of the Damage and the area immediately adjacent to it</li><li>(2) arising from pollution or contamination of property not insured by this Section.</li></ol>
<b>Defined Contingencies</b>	<ol style="list-style-type: none"><li>(1) fire</li><li>(2) lightning</li><li>(3) explosion</li><li>(4) aircraft and other aerial devices or articles dropped from them</li><li>(5) earthquake</li><li>(6) riot, civil commotion, strikers, locked out workers or persons taking part in labour disturbances</li><li>(7) storm or flood</li><li>(8) escape of water from any tank, apparatus or pipe</li><li>(9) falling trees</li><li>(10) impact by any vehicle or animal or by goods falling from either</li><li>(11) escape of fuel from any fixed oil heating installation</li><li>(12) malicious persons other than thieves</li><li>(13) malicious persons other than thieves but only where involving entry into or exit from The Premises by forcible and violent means</li><li>(14) theft or attempted theft</li><li>(15) theft or attempted theft but only where involving entry into or exit from The Premises by forcible and violent means</li><li>(16) theft involving violence or threat of violence to You, Your partners, directors or Employees.</li></ol>

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<b>Denial of Service Attack</b>	Any actions or instructions with the ability to damage, interfere with, or otherwise affect the availability of Computer and 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.
<b>Employee</b>	Any person who is (1) under a contract of service or apprenticeship with You, borrowed by or hired to You, a labour master or supplied by a labour master, employed by labour only sub-contractors, self-employed, under a work experience or training scheme, a voluntary helper while working under Your control in connection with The Business, governors, trustees (2) an outworker or homeworker when engaged in work on Your behalf.
<b>Excess/Excesses</b>	The amount(s), to be deducted after the application of any Average condition, specified in Your policy or The Schedule which We will deduct from each and every claim at each separate premises. You will repay any such amount paid by Us.
<b>Failure</b>	Any partial or complete reduction in the performance, availability, functionality, ability to recognise or process any date or time of any, Computer and Electronic Equipment, electronic means of communication or website.
<b>Fees</b>	Architects' surveyors, consulting engineers' legal and other fees necessarily incurred in the reinstatement of Property Insured following Damage by any contingency insured against but not for preparing any claim, it being understood that the amount payable for such fees shall not exceed those authorised under the scales of the various institutions and/or bodies relating to such charges.
<b>Loss of Data</b>	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.
<b>Machinery Plant and All Other Contents</b>	Machinery and plant, fixtures and fittings, garden furniture, Stock and Materials in Trade and All Other Contents, Your property or held by You in trust including your interest in any Tenants improvements, fixtures and fittings, structural alterations, additions and decorations.
<b>Money</b>	Any physical coin and/or bank currency note, postal and money order, bankers' draft, cheque and giro cheque, crossed warrant, bill of exchange and securities for money, postage, revenue, national insurance and holiday with pay stamp, national insurance and holiday with pay card, national savings certificate, war bond, premium savings bond and franking machine impression, credit company sales voucher, luncheon voucher and trading stamp, VAT invoice, all of which are current and legal tender.
<b>Period of Insurance</b>	From the effective date until the expiry date, both shown in The Schedule, or any subsequent period for which We accept payment for renewal of this policy.
<b>Prescribed Territories</b>	Great Britain, Northern Ireland, the Channel Islands, the Isle of Man.
<b>Resident</b>	A Service User whose primary residence is The Premises.
<b>Service User</b>	Any person receiving care from You.
<b>Stock and Materials in Trade</b>	Stock and Materials in Trade belonging to You or held by You in trust or on commission for which You are responsible, at The Premises.
<b>The Business</b>	Activities directly connected with the business specified in The Schedule.
<b>The Premises</b>	The premises specified in The Schedule.
<b>The Schedule</b>	The document(s) which specifies details of The Policyholder, The Premises, Insured Persons, Property Insured, Sums Insured, Limits of Indemnity and any Excess(es), Operative Time of Cover and any Deferment Period(s), Endorsements and Conditions applying to this policy.

<b>Unattended Vehicle</b>	Any vehicle where neither You or any person(s) authorised by You are able to keep the vehicle under observation and able to observe and reasonably prevent any attempt to interfere with it.
<b>Unoccupied</b>	Any building or portion of a building that is <ul style="list-style-type: none"> <li>(1) not physically occupied by You or Your Employees during Your normal working hours, and/or</li> <li>(2) not used for the purposes of The Business, and/or</li> <li>(3) empty, vacant, disused, untenanted or unfurnished, and/or</li> <li>(4) awaiting refurbishment, redevelopment, renovation or demolition for a period in excess of 45 consecutive days.</li> </ul>
<b>Virus or Similar Mechanism</b>	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.
<b>We/Us/Our/Aviva</b>	Aviva Insurance Limited.
<b>You/Your/ The Policyholder</b>	The person, persons, company, companies, partnership, partnerships or unincorporated association, named in The Schedule as The Policyholder.



# PROPERTY DAMAGE - ALL RISKS

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## Definitions

**The following definitions apply to this Section, in addition to the Policy Definitions at the front of this policy, and keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.**

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<b>Computers</b>	All parts of the electronic data processing installation at The Premises including all ancillary equipment and wiring but excluding computer equipment controlling any manufacturing process.
<b>Damage</b>	Physical loss, destruction or damage.
<b>Property Insured</b>	Property insured as detailed in The Schedule.
<b>COVER</b>	<p>We will cover You for Damage to the Property Insured occurring during the Period of Insurance at The Premises.</p> <p>The Sum Insured under each item other than items applying solely to professional fees, rent, and removal of debris, is separately subject to Average as stated in the Average Condition of this Section.</p> <p>The maximum We will pay under this Section in any one Period of Insurance will not exceed</p> <ol style="list-style-type: none"><li>(1) the Sum Insured on each item, or</li><li>(2) the Total Sum Insured, or</li><li>(3) any other maximum amount payable or limit of liability specified in this Section or The Schedule.</li></ol>
<b>ADDITIONAL CONTINGENCIES</b>	<b><i>The following Additional Contingencies apply to the Property Damage, where stated in The Schedule.</i></b>
<b>Theft</b>	<p>Damage to the Property Insured</p> <ol style="list-style-type: none"><li>(1) in The Premises</li><li>(2) in respect of Buildings at The Premises where You are responsible for the repairs caused by<ol style="list-style-type: none"><li>(a) theft or attempted theft involving entry into or exit from The Premises by forcible and violent means</li><li>(b) theft involving violence or threat of violence to You, Your partners, directors or Employees.</li></ol></li></ol> <p>We will not indemnify You in respect of</p> <ol style="list-style-type: none"><li>(1) Damage<ol style="list-style-type: none"><li>(a) in any part of The Premises not occupied by You in connection with The Business</li><li>(b) in yards, open sided Buildings, compounds, or other open spaces unless specifically mentioned in The Schedule</li><li>(c) when The Premises are Unoccupied</li><li>(d) caused by or consisting of acts of fraud or dishonesty</li><li>(e) caused by or consisting of<ol style="list-style-type: none"><li>(i) disappearance</li><li>(ii) unexplained or inventory shortage</li><li>(iii) misfiling, misplacing of information or clerical error</li></ol></li></ol></li></ol>

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**Theft**

*(Continued)*

- (2) Damage in respect of
  - (a) audio and visual equipment
  - (b) cigarettes, cigars, tobacco, wines and spirits exceeding £1,000 in total
  - (c) computer hardware and software
  - (d) explosives
  - (e) furs
  - (f) gold and silver articles
  - (g) goods held in trust or on commission
  - (h) jewellery and precious stones
  - (i) Money and bullion
  - (j) non-ferrous metals
  - (k) securities and bondsunless specifically mentioned as insured in The Schedule.
- (3) Damage
  - (a) where You or Your partners, directors or Employees or any member of Your household is involved as principal or accessory
  - (b) caused by any person lawfully in The Premises.

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**Subsidence**

We will cover You for Damage at The Premises caused by subsidence or ground heave of the site of the Property Insured, or landslip. Cover will be provided for

- (1) forecourts, car parks, driveways, footpaths, swimming pools, terraces or patios
- (2) walls, gates, hedges or fences

if such property is specifically insured by this Section and Damage also occurs to the building to which such property applies and that Building is insured by this Section.

We will not provide cover for

- (1) Damage caused by
  - (a) collapse of any Building
  - (b) the normal settlement, shrinking and cracking of any Building
  - (c) coastal or river erosion
  - (d) defective design or inadequate construction of foundations
  - (e) any demolition, construction, erection, ground or excavation works, carried out at the site of The Premises or the site of any adjoining premises, unless We have agreed otherwise
  - (f) settlement or movement of made up ground.
- (2) Damage as a result of movement of solid floor slabs.

However, We will indemnify You in respect of Damage not otherwise excluded if there is Damage to the foundations beneath the exterior walls of The Premises at the same time.
- (3) the Excess stated in The Schedule.

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**CLAUSES**

***The following clauses apply to the Property Damage Section.***

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**All Other Contents**

We will provide cover for

- (1) Data Storage Materials, documents, manuscripts, business books, plans and designs, models, moulds, patterns, dies, tools, templates, drawings and jigs which require to be replaced and are capable of being replaced belonging to You, held by You in trust or for which You are responsible whilst
    - (a) at The Premises
    - (b) temporarily removed to premises not occupied by You
    - (c) in transit by road, rail or inland waterway in the Prescribed Territories and the Republic of Ireland.
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**All Other Contents**

*(Continued)*

The maximum We will pay for any one claim and in any one Period of Insurance is

(i) documents, manuscripts, business books, plans and designs, models, moulds, patterns, dies, tools, templates, drawings and jigs is £250,000

(ii) Data Storage Materials is £25,000

and is restricted to the value of the physical materials, costs of labour incurred in replacing them and the Data and costs necessarily and reasonably incurred in collating the Data from existing source material. We will not pay for the value to You of any information lost.

(2) pedal cycles, tools and other personal items belonging to You or any of Your directors, members, employees, non-Residents or visitors but only if they are not otherwise insured.

The maximum We will pay for any one person's property is £1,000 in total for any one claim.

(3) rare books, antiques, paintings, or other works of art.

The maximum We will pay is £2,500 in respect of any one item and £10,000 in total for any one claim.

(4) wines, spirits, cigarettes and tobacco held at The Premises for Your own private and business entertainment purposes.

The maximum We will pay is £1,000 in total for any one claim.

(5) Residents' personal items and belongings.

The maximum We will pay for any one Resident's property is £2,500 in total for any one claim.

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**Automatic Reinstatement**

The Sums Insured stated in The Schedule will not be reduced by the amount of any claim unless We or You give notice to the contrary.

You must pay any additional premium required by Us to reinstate the Sums Insured.

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**Bequeathed Property**

We will provide cover for Damage to bequeathed property for which You are responsible following the administration of a deceased persons assets situated anywhere in the Prescribed Territories.

The maximum We will pay in respect of

(1) Buildings - £100,000 or 10% of the total buildings sum insured whichever is the lower

(2) Contents

(i) £10,000 any one item excluding rare books, works of art, jewellery and precious stones and

(ii) £1,000 any one rare book, works of art, jewellery or precious stones and £10,000 in total for any one claim

and

(iii) £25,000 any one claim.

You must

(a) provide Us with details of any bequeathed property as soon as reasonably possible but at least within three months from the commencement date of Your interest in the bequeathed property

(b) specifically insure such property with Us from the date such property legally belongs to You

(c) pay the agreed additional premium.

We will not provide cover:

(a) if the bequeathed property is more specifically insured

(b) for

(i) vehicles licensed for road use including accessories on or attached to the vehicle

(ii) caravans or trailers

(iii) watercraft or aircraft

(iv) livestock

(v) growing crops or trees

unless specifically agreed in writing by Us

(c) in respect of items more specifically excluded under the Policy Exceptions.

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<b>Breakage or Collapse of Television and Radio Aerials</b>	We will provide cover in respect of Damage at The Premises caused by the breakage or collapse of television and radio aerials, aerial fittings, masts or satellite dishes.
<b>Capital Additions</b>	<p>We will provide cover for Damage to:</p> <ol style="list-style-type: none"> <li>(1) newly built or acquired Buildings and/or Machinery and Plant</li> <li>(2) alterations, additions and improvements to insured Building and/or Machinery and Plant but not in respect of any appreciation in value</li> </ol> <p>in the Prescribed Territories.</p> <p>The maximum We will pay in respect of any one premises is</p> <ol style="list-style-type: none"> <li>(1) 10% of the total Buildings and Machinery and Plant Sum Insured under this Section or</li> <li>(2) £500,000</li> </ol> <p>whichever is the lower.</p> <p>You must</p> <ol style="list-style-type: none"> <li>(a) provide Us with details of newly built and/or newly acquired Building(s) and/or Machinery and Plant or alterations, additions or improvements as soon as possible but, in any event, within six months of the date You became responsible for the insurance of such Building(s) and Machinery and Plant and before the expiry of the Period of Insurance</li> <li>(b) specifically insure the property with Us from the date Our liability commenced and pay the agreed additional premium required.</li> </ol> <p>In respect of any Unoccupied premises insured under the provisions of this Clause, We will only cover You in respect of Defined Contingencies (1) to (6) and (10).</p> <p>We will not cover You unless</p> <ol style="list-style-type: none"> <li>(1) a certificate of completion has been issued, or</li> <li>(2) works to such property has been completed and handed over to You prior to the date of the Damage.</li> </ol>
<b>Change in Temperature</b>	We will provide cover, following Damage caused by change in temperature resulting from total or partial destruction or disablement of refrigerating, electrical or conditioning plant or apparatus, to each Building, Machinery and Plant and Stock and Materials in Trade item.
<b>Changing Locks</b>	<p>We will pay additional costs of changing locks following theft or attempted theft of keys including but not limited to digital access cards, safe keys or safe combination access codes</p> <ol style="list-style-type: none"> <li>(1) from The Premises</li> <li>(2) from Your home or the home of any of Your partners, directors or authorised Employees</li> <li>(3) involving violence or threat of violence to You, or any of Your partners, directors or Employees.</li> </ol> <p>The maximum we will pay for any one claim and in any one Period of Insurance is £25,000.</p>
<b>Damage to Grounds</b>	<p>We will pay reasonable costs and expenses incurred in reinstating or repairing landscaped gardens and grounds due to the actions of the emergency services, following Damage at The Premises or adjoining properties.</p> <p>The maximum We will pay in respect of any one claim is £25,000.</p>
<b>Debris Removal</b>	<p>The Sum Insured for each item on Buildings, Machinery and Plant and Stock and Materials in Trade includes costs and expenses You incur with Our consent for the removal of debris, dismantling, demolishing, shoring up or propping of those parts of the Property Insured which have suffered Damage.</p> <p>We will not provide cover for costs and expenses</p> <ol style="list-style-type: none"> <li>(1) incurred in removing debris from anywhere other than the site of the Damage and the area immediately adjacent to it</li> <li>(2) arising from pollution or contamination of property not insured by this Section</li> <li>(3) where a specific item exists for removal of debris under this Section.</li> </ol> <p>The maximum We will pay for costs and expenses in respect of Stock and Materials in Trade is £25,000.</p>

<b>Description of Property</b>	In determining the item under which property is insured We will accept the description given in Your business records.
<b>Deterioration of Drugs and Vaccines</b>	<p>We will provide cover for deterioration or contamination to drugs and vaccines belonging to You or for which You are responsible while contained in any refrigeration unit due to</p> <p>(a) a change in temperature as a result of</p> <ol style="list-style-type: none"> <li>(i) the breaking, distortion or burning out of any part of the unit, unit wiring, supply cable to the unit, including the plug and fuse caused by mechanical or electrical defects in the unit while it is being used under normal working conditions</li> <li>(ii) failure of temperature controls to operate correctly</li> <li>(iii) accidental failure of the public electricity supply but only if this is not deliberately caused by the supply authority</li> </ol> <p>(b) accidental leakage of refrigerant or refrigerant fumes from the unit.</p> <p>The maximum We will pay in respect of any one claim is</p> <p>(a) £10,000</p> <p>or</p> <p>(b) £15,000 during the months of September, October and November.</p> <p>We will not provide cover for</p> <ol style="list-style-type: none"> <li>(1) Damage caused by wear and tear, deterioration or gradually developing flaws or defects in the unit or the failure to correctly set any temperature controls</li> <li>(2) the first £100 of each and every loss following the application of Average where Damage involves refrigeration units over five years old at the time of Damage.</li> </ol>
<b>Drains</b>	We will pay for, within the Sum Insured under each Buildings and/or Machinery and Plant item, costs and expenses You incur with Our consent for cleaning and/or clearing of drains, sewers and gutters for which You are responsible following Damage to the Property Insured.
<b>Emergency Services</b>	We will provide cover for Damage to The Premises resulting from the actions of the emergency services, including deliberate acts, for the purposes of safeguarding human life or minimising Damage.
<b>Energy Efficiency</b>	<p>Following Damage to any Building at The Premises We will provide cover for the additional costs and expenses You incur with Our prior written consent in repairing or replacing the damaged portion only of such Building using materials or components which are more energy efficient than those originally used in such damaged portion and for the sole purpose of improving the future energy efficiency of such damaged portion once repaired or replaced.</p> <p>The maximum We will pay in respect of any one claim is the lesser of</p> <ol style="list-style-type: none"> <li>(a) 10% of the amount We have paid or agreed to pay in respect of the claim for Damage, and</li> <li>(b) £10,000.</li> </ol> <p>The maximum We will pay in total during the Period of Insurance is £10,000.</p> <p>We will not provide cover</p> <ol style="list-style-type: none"> <li>(1) for any additional costs and expenses arising from work already planned by You prior to the Damage occurring and which was due to be carried out within 12 months of the date of Damage</li> <li>(2) for any additional costs and expenses in complying with any European Union Legislation, Act of Parliament or subordinate legislation thereunder, or byelaw of any public authority</li> <li>(3) for any additional costs and expenses arising from work required to comply with any notice served on You, or mandatory risk improvement requested of You, before the Damage occurred</li> <li>(4) for any additional costs and expenses arising from work in order to comply with an existing requirement that must be completed within a stipulated period</li> <li>(5) in respect of any charge or assessment arising from capital appreciation following compliance with any legislation or byelaw</li> <li>(6) if You do not incur the cost of replacing or repairing the Building</li> </ol>

<b>Energy Efficiency</b> <i>(Continued)</i>	<p>(7) where funds for such additional costs and expenses are available from any public authority or private business scheme</p> <p>(8) for any Unoccupied Building</p> <p>(9) where such additional costs and expenses are covered elsewhere in the policy</p> <p>(10) where the loss is more specifically insured elsewhere</p> <p>(11) for any additional costs and expenses otherwise excluded under the policy, unless otherwise specified or agreed by Us</p> <p>(12) for any claim where the total incurred cost in respect of Damage is less than £10,000.</p>
<b>Exhibition Sites</b>	<p>We will provide cover for Damage to Your models, exhibition stands, furniture, Stock and Materials in Trade, Machinery and Plant and promotional goods while</p> <p>(1) at any exhibition which does not exceed seven days</p> <p>(2) in the course of demonstration, construction, erection or dismantling at any such exhibition</p> <p>(3) in transit</p> <p>in the European Economic Area.</p> <p>The maximum We will pay in respect of any one claim is £25,000.</p> <p>We will not pay You in respect of Damage caused by or happening through defective or inadequate packing, insulation or labelling, evaporation or ordinary leakage, delay, inadequate documentation or shortage in weight.</p>
<b>Falling Trees</b>	<p>We will pay the cost of</p> <p>(1) removing fallen trees belonging to You or for which You are responsible but only where there has been Damage to property</p> <p>(2) felling, lopping or pruning trees belonging to You or for which You are responsible at The Premises to prevent the immediate threat of Damage to property or for safeguarding life.</p> <p>The maximum We will pay in respect of (i) and/or (ii) above is £2,500.</p>
<b>Fire and Security Equipment</b>	<p>We will pay for costs and expenses, following Damage, incurred in</p> <p>(1) refilling, recharging or replacing any portable fire extinguishing appliances, local fire suppression system, fixed fire suppression system, sprinkler installation and sprinkler heads</p> <p>(2) re-setting fire and/or intruder alarms and/or closed circuit television equipment.</p> <p>The maximum We will pay in respect of any one claim is £25,000.</p> <p>We will not pay for any costs and expenses recoverable from Your maintenance company or fire and rescue Service.</p>
<b>Glass</b>	<p>We will provide cover, where Buildings are insured at The Premises, for the breakage</p> <p>(1) of glass including the cost of boarding up, and/or removing and reinstating obstructions to replacing glass and/or the cost of replacing alarm foil, lettering, painting, embossing, silvering or other ornamental work on glass.</p> <p>(2) of fixed wash hand basins, pedestals, baths, sinks, lavatory bowls, bidets, cisterns, shower trays and splashbacks.</p> <p>We will not provide cover for breakage of glass</p> <p>(a) when The Premises are Unoccupied</p> <p>(b) in transit or while being fitted</p> <p>(c) by workmen carrying out alterations or repairs to The Premises.</p> <p>The maximum We will pay in respect of any one claim will be the Buildings Sum Insured stated in The Schedule.</p>
<b>Hire Agreement</b>	<p>If the Property Insured by this Section is the subject of hire agreements, We will include the interest of the owners in any indemnity provided by this Section.</p> <p>You must provide the name of any other interested party in the event of a claim.</p>

<b>Homeworkers</b>	<p>We will provide cover for Damage to the Property Insured whilst at the permanent residence of any director, partner or Employee within The Prescribed Territories or the Republic of Ireland to enable them to carry out clerical activities in connection with The Business.</p> <p>The maximum We will pay per director, partner or Employee in respect of any one claim and in any one Period of Insurance is £5,000 and shall not exceed the Sum Insured for the Property Insured.</p>
<b>Incompatibility of Software or Programs</b>	<p>We will provide cover where necessary, if Damage to Computer and Electronic Office Equipment results in existing software or programs being incompatible with the replacement Computer and Electronic Office Equipment as defined in the Basis of Settlement — Reinstatement clause for either</p> <ol style="list-style-type: none"> <li>(1) modifications to the replacement Computer and Electronic Office Equipment, or</li> <li>(2) the conversion of the existing software or programs into a format which is compatible with the replacement Computer and Electronic Office Equipment, and the cost of replacing incompatible Data Carrying Materials.</li> </ol> <p>The maximum We will pay for any or all claims arising out of one cause is £25,000.</p>
<b>Insect Nest Removal</b>	<p>We will pay the cost of removing the nests of wasps, bees or hornets and other insects harmful to humans from The Premises.</p> <p>The maximum We will pay in respect of any one claim is £2,500.</p> <p>We will not pay the cost of removing such nests that were already in the Building prior to inception of this policy.</p>
<b>Lamps, Signs and Nameplates</b>	<p>We will provide cover for Damage to lamps, signs and nameplates at The Premises.</p> <p>The maximum We will pay in respect of any one item is £2,500.</p>
<b>Loss of Fuel</b>	<p>We will pay for costs incurred by You to replace lost oil or liquid petroleum gas following Damage to any fixed fuel storage or heating system at The Premises.</p> <p>The maximum We will pay in respect of any one claim is £5,000.</p> <p>We will not provide cover for any loss</p> <ol style="list-style-type: none"> <li>(1) not discovered within 30 days of Damage,</li> <li>(2) while The Premises are Unoccupied.</li> </ol>
<b>Machinery Re-erection Costs</b>	<p>We will pay under the Machinery and Plant Sum Insured any cost of re-erecting machinery, following Damage, for each item of Machinery and Plant.</p>
<b>Metered Services</b>	<p>We will pay for charges which You are responsible if water, electricity or gas is accidentally discharged from a metered system providing service to The Premises.</p> <p>The maximum We will pay in respect of any one claim is £25,000.</p> <p>We will not provide cover for any charges incurred while The Premises are Unoccupied.</p>
<b>Munitions of War</b>	<p>We will cover You in respect of Damage to the Property Insured caused by or resulting from the detonation of munitions of war, at or within one mile of the boundary of The Premises, provided that the presence of munitions does not result from a current state of 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, mutiny or military uprising or martial law at the time of Damage.</p>
<b>Non-Invalidation</b>	<p>We will not invalidate this Section due to any act, omission or alteration, either unknown to You or beyond Your control, which increased the risk of Damage, other than where such act, omission or alteration is on the part of Your Employee.</p> <p>However, You must</p> <ol style="list-style-type: none"> <li>(1) notify Us immediately when You become aware of any act, omission or alteration, and</li> <li>(2) pay any additional premium We require.</li> </ol>

<b>Property Away from The Premises</b>	<p>We will provide cover for Damage to the Property Insured while anywhere in the Prescribed Territories including whilst in transit by road, rail or inland waterway.</p> <p>The maximum We will pay</p> <ol style="list-style-type: none"> <li>(1) in respect of any one claim is £5,000; and</li> <li>(2) in respect of all claims in any one Period of Insurance is £10,000; and</li> <li>(3) shall not exceed the Sum Insured for the Property Insured.</li> </ol> <p>We will not provide cover for</p> <ol style="list-style-type: none"> <li>(a) documents, manuscripts, business books, Data Storage Materials, plans and designs, Stock and Materials in Trade</li> <li>(b) Damage occurring elsewhere than at The Premises to motor vehicles or motor chassis licensed for normal road use</li> <li>(c) property removed for more than 90 consecutive days unless stated in The Schedule.</li> </ol>
<b>Professional Fees</b>	<p>We will pay for necessary and reasonable costs and expenses, incurred with Our consent, on each item for Buildings, Machinery and Plant, for an amount of professional fees, incurred in reinstating or repairing the Property Insured following Damage, unless a separate item for professional fees is stated in The Schedule.</p> <p>We will not pay for fees incurred in preparing a claim.</p>
<b>Property in the Open</b>	<p>We will provide Theft cover for moveable property in the open, up to £2,500 for any one claim.</p>
<b>Seasonal Increase</b>	<p>We will increase the Sum Insured for Machinery, Plant and All Other Contents by £10,000 for</p> <ol style="list-style-type: none"> <li>(1) 30 days prior to any religious festival observed by You</li> <li>(2) 7 days prior to any fete or fund-raising event organised by You.</li> </ol>
<b>Services</b>	<p>We will provide cover for Damage to service pipes and cables, including associated meters and instruments, which connect The Premises to the public mains, where Buildings are insured under this Section, or where You are liable as a tenant.</p>
<b>Subrogation</b>	<p>We will waive any rights, remedies or relief following a claim where We may be entitled by subrogation against any company whose relationship to You is either a parent or subsidiary, or which is a subsidiary of a parent company of which You are a subsidiary as defined within the relevant Companies Act or Companies (NI) Order current at the time of Damage.</p>
<b>Temporary Repair Costs</b>	<p>We will pay costs, following Damage, necessarily and reasonably incurred in making temporary repairs to the Property Insured.</p> <p>The maximum We will pay in respect of any one claim is £20,000.</p>
<b>Temporary Removal</b>	<p>We will provide cover for Damage to the Property Insured while temporarily removed for cleaning, renovation or repair or similar purposes to another part of The Premises or in the Prescribed Territories and the Republic of Ireland including whilst in transit by road, rail or inland waterway.</p> <p>The maximum We will pay in respect of any one claim is</p> <ol style="list-style-type: none"> <li>(1) 10% of the item Sum Insured specified in The Schedule</li> <li>or</li> <li>(2) £250,000</li> </ol> <p>whichever is the lower.</p> <p>We will not provide cover for</p> <ol style="list-style-type: none"> <li>(a) documents, manuscripts, business books, Data Storage Materials, plans and designs, Stock and Materials in Trade</li> <li>(b) Damage occurring elsewhere than at The Premises to motor vehicles or motor chassis licensed for normal road use</li> <li>(c) property removed for more than 90 consecutive days unless stated in The Schedule.</li> </ol>



<b>Theft Damage to Buildings</b>	<p>We will provide cover, where Buildings are insured under this Section, for Damage to such Buildings including landlords' fixtures and fittings at The Premises caused by theft or attempted theft not involving entry into or exit from The Premises by forcible and violent means.</p> <p>The maximum amount We will pay is £25,000 for any one claim and in any one Period of Insurance.</p> <p>We will not provide cover for</p> <ol style="list-style-type: none"> <li>(1) Damage caused <ol style="list-style-type: none"> <li>(a) to any property other than buildings and landlords' fixtures and fittings,</li> <li>(b) by any person lawfully on The Premises,</li> <li>(c) while The Premises are Unoccupied</li> </ol> </li> <li>(2) the first £1,000 of each and every claim.</li> </ol>
<b>Theft of Computers and Audio and Visual Equipment</b>	<p>We will provide cover for computer hardware and software, audio and visual equipment at The Premises within any item on Machinery, Plant and All Other Contents.</p> <p>In respect of Theft, the maximum We will pay for any one claim will be £100,000 or the Sum Insured under the Machinery and Plant item, whichever is lower.</p>
<b>Trace and Access</b>	<p>We will pay necessary and reasonable costs and expenses including resultant repairs, incurred with Our consent, in locating the actual source of Damage caused by the escape of</p> <ol style="list-style-type: none"> <li>(1) water from any tank, apparatus or pipe, or</li> <li>(2) leakage of fuel from any fixed oil heating installation,</li> </ol> <p>provided such Damage is insured by this Section.</p> <p>The maximum We will pay in respect of any one claim or in any one Period of Insurance is £25,000.</p>
<b>Transfer of Interest</b>	<p>We will provide cover to the purchaser, if at the time of Damage to a Building insured under this Section You have entered into a contract to sell Your interest in it but</p> <ol style="list-style-type: none"> <li>(1) the contract has not yet been completed, and</li> <li>(2) the building has not yet been insured by or on behalf of the purchaser.</li> </ol> <p>Cover granted by this Clause shall only operate where the purchase is subsequently completed.</p> <p>This will not affect either Your or Our rights and liabilities up to the date of completion of the purchase.</p>
<b>Workmen</b>	<p>Repairs and minor structural alterations may be carried out at The Premises without affecting the Cover.</p>
<b>BASIS OF CLAIM SETTLEMENT</b> <b>Basis of Claim Settlement – Reinstatement</b>	<p>Where Damage occurs to Property Insured, other than to Stock and Materials in Trade, professional fees, debris removal, rent, pedal cycles and personal effects, motor vehicles or Computer and Electronic Office Equipment and The Schedule states Reinstatement applies and</p> <ol style="list-style-type: none"> <li>(1) the Property Insured is <ol style="list-style-type: none"> <li>(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</li> <li>(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. However, We will not pay more than We would have done if the property has been completely destroyed</li> </ol> </li> <li>(2) Computer and Electronic Office Equipment, insured by this Section is <ol style="list-style-type: none"> <li>(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</li> <li>(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. However, We will not pay more than We would have done if Computer and Electronic Office Equipment had been completely destroyed.</li> </ol> </li> </ol>

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**BASIS OF CLAIM SETTLEMENT****Basis of Claim Settlement – Reinstatement**

*(Continued)*

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.

We will not carry out reinstatement at another site, or in a manner suitable to Your needs when The Premises are Unoccupied.

- (3) We will pay costs necessary to comply with any European Union Legislation, Act of Parliament or Bye laws of any public authority.

We will also pay additional costs, where We require You to comply with current Loss Prevention Council (LPC) Rules for Automatic Sprinkler Installations, to reinstate water supply equipment which conformed to previous LPC Rules or conformed to current LPC Rules when installed but fails to conform to subsequent amendments to those rules.

We will not pay costs for Damage not insured by this Section, 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, other than foundations (unless foundations are specifically excluded), 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.

- (4) The following Condition of Average will apply

You will be liable to bear a proportionate share of the loss if the Sum Insured, at the time of Damage, 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.

We will not provide cover if You do not incur the cost of replacing or repairing the Property Insured and/or Computer and Electronic Office Equipment 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 Claim Settlement - Indemnity will apply.

For the purposes of this Basis of Claim Settlement Computer and Electronic Office Equipment means

- (1) 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
- (2) personal computers, laptops, small micro computers and similar equipment used for processing electronic data and which are designed to be carried by hand
- (3) all electronic office equipment including telecommunications equipment, facsimile, printing and photocopying machines.

Computer and Electronic Office Equipment does not include Portable equipment away from The Premises, Computer and Electronic Office Equipment held as stock or customers' Computer and Electronic Office Equipment held in trust, Computer and Electronic Office Equipment controlling or monitoring any manufacturing process.

Where Damage occurs to Stock and Materials in Trade, professional fees, debris removal, pedal cycles and personal effects, motor vehicles, the Basis of Claim Settlement - Indemnity will apply.

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**Basis of Claim Settlement - Indemnity**

The Basis of Claim Settlement - Indemnity will apply unless an alternate Basis of Claim Settlement is stated to apply.

The basis upon which We will calculate the amount We will pay in respect of any claim will be

- (1) the cost of replacement or repair of the property lost, destroyed or damaged, to a condition as good as, but not better or more extensive than, its condition immediately prior to the Damage, or at Our option
  - (2) the reduction in value of the Property Insured
  - (3) second-hand Stock and Materials in Trade which have been donated to You, indemnity will be based on the cost to replace stock at the time of Damage with material of like kind and quality less allowance for physical deterioration, physical depreciation, obsolescence or depletion, and calculated by using books, records and documents We require to assess Your claim.
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<b>Basis of Claim Settlement - Rent</b>	<p>We will provide cover, if rent is insured under this Section, for loss of rent resulting from the Building or any part of the Building generating the rent received, or for which rent is payable being made unfit for the purpose of The Business as a result of Damage insured by this Section.</p> <p>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.</p>
<b>Basis of Claim Settlement - Day One Basis</b>	<p>Where item(s) of Property Insured are stated against this clause the first and annual premiums are based upon the Declared Value as stated in The Schedule.</p> <p>You must tell Us of the Declared Value at the start of each Period of Insurance. We will use the last Declared Value notified to Us, for the following Period of Insurance, if You fail to notify Us of the Declared Value.</p> <p>Paragraph (4) of the Basis of Settlement - Reinstatement are restated as follows</p> <p>(4) if, at the time of the Damage, the Declared Value is less than the cost of reinstatement of the Property Insured, as set out in (1) of this clause, at the start of the Period of Insurance, the maximum We will pay will be limited to that proportion which the Declared Value bears to the cost of reinstatement of the Property Insured.</p> <p>We will not provide cover until You have incurred the cost of replacing or repairing the property, if You, or someone acting on Your behalf, have insured the property under another policy which does not have the same basis of reinstatement or if You do not comply with any of the provisions of this clause.</p> <p>However, the Sums Insured will be limited to 108% of the Declared Values stated in The Schedule. The maximum We will pay in respect of each separate location subject to this clause is as stated in The Schedule. For the purpose of this clause, Declared Value means</p> <p>Your assessment of the cost of reinstatement of the Property Insured arrived at in accordance with paragraph (1) of the Basis of Settlement - Reinstatement clause 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</p> <p>(a) the additional cost of reinstatement to comply with European Union Legislation, Act of Parliament and Bye laws of any public authority</p> <p>(b) professional fees and debris removal costs.</p> <p>The Declared Value incorporated in each Item is stated in The Schedule.</p>
<b>CONDITIONS</b>	<b><i>The following conditions apply to this Section in addition to the Policy Conditions at the back of this policy.</i></b>
<b>Average</b>	<p>Where a Sum Insured is stated to be subject to average, this means that if at the time of Damage, the Sum Insured is less than the total value of the Property Insured, You will be responsible for the difference and bear a proportionate share of the loss.</p>
<b>Change of Occupancy</b>	<p>You must tell Us immediately if</p> <p>(a) any building at The Premises becomes Unoccupied</p> <p>(b) If the buildings are to be occupied by contactors for renovation, alteration or conversion purposes</p> <p>(c) any Unoccupied building at The Premises becomes occupied or used.</p>
<b>Construction Heating and Occupation of the Buildings</b>	<p>Unless otherwise stated in The Schedule or agreed by Us the Building is</p> <p>(a) constructed of metal, glass, brick, stone, or concrete and roofed with slate, tile, concrete, metal or asbestos with no more than 10% of other materials</p> <p>(b) heated by low pressure hot water or steam, oil fired space heaters fed from a fuel tank in the open or overhead gas or electrical appliances</p> <p>(c) heated by gas or electric fires in offices only</p> <p>(d) occupied for the sole purpose of The Business and otherwise only as a private dwelling.</p>
<b>Fire Extinguishing Appliances</b>	<p>If in relation to a claim for Damage caused by or resulting from fire You have failed to fulfil the following condition, We will not pay that claim.</p> <p>You must maintain all fire extinguishing appliances on The Premises in accordance with the manufacturer's instructions.</p>

<b>Interested Parties - Specified</b>	In the event of Damage as insured by this Section interested parties, as stated in The Schedule, must declare the nature and extent of their interest.
<b>Our Rights</b>	<p>We may, if Damage occurs which leads to a claim</p> <ol style="list-style-type: none"> <li>(a) enter or take possession of the building or The Premises</li> <li>(b) take possession of, or require to be delivered to Us, the Property Insured which We will deal with in a reasonable manner without incurring liability or reducing Our rights.</li> </ol> <p>We will not pay for any Damage if You, or anyone acting on Your behalf, do not comply with Our requirements or hinder or obstruct Us. You are not entitled to abandon property to Us.</p>
<b>Unoccupied Premises</b>	<p>If in relation to any claim for Damage while The Premises are Unoccupied, You have failed to fulfil any of the following conditions, We will not pay that claim.</p> <p>You must</p> <ol style="list-style-type: none"> <li>(1) carry out internal and external inspections of the buildings at least every 7 days, maintaining a log of such inspections and, as soon as possible, repair, or arrange to repair, any damage or defects found including the removal of graffiti</li> <li>(2) remove all waste, unfixed combustible materials and gas bottles, either within or outside the buildings, from The Premises</li> <li>(3) securely lock and close all external doors, and windows, and secure and seal all letter boxes and openings</li> <li>(4) wherever possible, turn off all sources of power, fuel and water at the mains, chain and padlock the isolation valves, drain all water and fuel supply tanks, apparatus and pipes</li> </ol> <p>However, where the buildings are protected by an Intruder Alarm, CCTV or Fire Detection System or sprinkler installation, You must provide sufficient power, heat or water supplies for their effective operation.</p> <ol style="list-style-type: none"> <li>(5) tell Us immediately if any building at The Premises becomes Unoccupied, if the buildings are to be occupied by contractors for renovation, alteration or conversion purposes or if the buildings are to become occupied or used.</li> </ol>
<b>Automatic Fire Alarm</b>	<p>If You fail to fulfil any of the following conditions and We have allowed a discount for an automatic fire alarm installation, We will remove the discount and charge an additional premium.</p> <p>You must</p> <ol style="list-style-type: none"> <li>(1) notify Us immediately if the automatic fire alarm is removed or permanently out of use and likely to leave areas unprotected for longer than 8 hours and/or of any problems found as a result of maintenance</li> <li>(2) keep in force a contract with a company acceptable to Us to service and maintain the system in proper working order in accordance with recognised national standards and codes of practice by third-party certificated suppliers</li> <li>(3) carry out all routine inspections and tests by a competent person.</li> </ol>
<b>Automatic Sprinkler System</b>	<p>If in relation to any claim for Damage caused by fire or explosion You have failed to fulfil any of the following conditions, We will not pay that claim. In addition, where We have allowed a discount for an automatic sprinkler installation, We will remove the discount and charge an additional premium.</p> <p><b>Part A</b></p> <p>You must</p> <ol style="list-style-type: none"> <li>(1) use a sprinkler company, accredited by a recognised third party body, to maintain the entire sprinkler installation, including the alarm control equipment and signalling system, in efficient working order and in accordance with the manufacturers installation and maintenance companies' instructions and recommendations</li> <li>(2) give Us advance notice, in writing, if any part of the system is to be altered, repaired or rendered inoperative</li> <li>(3) tell Us, as soon as possible, and no later than 10.00am the next working day, in the event of any emergency and take precautions as advised by Us</li> <li>(4) allow Us to have access to The Premises at all times to inspect or witness the testing of the system.</li> </ol>

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**Automatic Sprinkler System**

*(Continued)*

**Part B**

You must carry out

- (1) a test of each installation alarm gong, recording the time taken for the alarm to sound, which should not exceed 90 seconds
  - (2) an inspection to ensure that all installation main stop valves and incoming water supply stop valves are fully opened and secured by means of a suitable strap, chain and padlock at weekly intervals, unless otherwise specified, and promptly rectify any defects, faults or shortcomings revealed.
  - (3) for subsidiary stop valves,
    - (a) which are electrically monitored, a daily review of the status panel and rectify all faults promptly. All valve isolation indications are to be reviewed daily to confirm there are on-going works necessitating their closure or the valves to be re-opened
    - (b) which are not electrically monitored, a procedure which records written details of date closed, expected reopen date, and actual re-open date must be implemented. Following closure of a valve, once the works are complete, the valve is to be inspected by a responsible person and signed to confirm the valve has been reopened. A visual display of all valve isolations is to be kept in the security control room or other manned area. At 6 monthly intervals, all subsidiary stop valves are to be inspected and confirmed to be open and secured. All monitored valves are to be partially closed to confirm the effective functioning of remote signals and these to be recorded. Any defects or faults are to be promptly rectified
  - (4) a weekly test to establish the condition of the circuit between the alarm switch and the Control Unit and the connection with the public fire station or alarm receiving centre or public fire brigade control
  - (5) a weekly check of trace heating and/or localised heating systems
  - (6) a weekly check, of any alternate, dry, pre action or deluge valves for the correct air pressure within the sprinkler system including the accelerators and restore to the correct levels where necessary
  - (7) a weekly test of the automatic and where provision has been made, manual starting of the sprinkler water supply pump(s) ensuring that any diesel driven pump(s) is allowed to run for a period of not less than 30 minutes
  - (8) a 6 monthly check of the electrically driven pump(s) to ensure that the mains power supply is live to the pump(s) and the electrical phase supply indicators are illuminated and, where fitted, the emergency backup supply is operating satisfactorily and in the automatic standby mode
  - (9) a weekly check of the engine oil level, that the fuel tank is maintained at a minimum of 3/4 full, cooling reservoir and discharge, battery electrolyte level, oil and water hoses, exhaust systems and that control panel indications are normal for all diesel driven pump(s)  
Where replenishment or rectification is required, this must be carried out immediately on conclusion of the checks.
  - (10) a weekly check of the air pressure tank water level and air pressure. Where replenishment or rectification is required, this must be carried out immediately on conclusion of the checks
  - (11) a weekly check of the water storage tank(s) water level, the automatic refilling mechanism and that incoming supply valves are correctly set and are functional and that any frost precautions are in operation.
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**Automatic Sprinkler System**

(Continued)

**Part C**

You must ensure that, for each sprinklered storage area, goods are stored in accordance with the sprinkler system design criteria or as agreed with Us for

- (1) the description and categorisation in accordance with the design criteria relevant to the goods which are stored
- (2) the type of storage
- (3) the maximum height of storage and the minimum permitted clearance between goods stored and the sprinkler deflectors

You must conduct a review of the sprinkler installation and hazard classification where any changes of the structure, occupancy, storage configuration, heating, lighting or equipment of a building has an effect upon the hazard classification or installation design and any appropriate modifications must be carried out promptly.

The following definition applies to this condition.

**Control Unit**

The main control panel serving the sprinkler installation which can either form part of the sprinkler system itself and/or the fire/security system, and which is used to transmit an alarm signal between the protected premises and the associated alarm receiving centre and/or the fire brigade.

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**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, We will not pay that claim.

Where Cooking Equipment is located within The Premises

- (1) 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).
- (2) 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
- (3) 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 6 months
- (4) if the entire internal area of all flues and extract system ducting, including extraction motors and fans, have not been so cleaned within 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 6 months after that
- (5) suitable fire extinguishers and/or blankets must be kept in the frying and cooking area and staff are fully trained how to use them
- (6) no Cooking Equipment using fats, oils or coals must be left Unattended while the heat source is operating
- (7) 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

***The following definitions apply to this condition.***

**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.

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## Electrical Installations

If in relation to any claim You have failed to fulfil any of the following conditions, We will not pay that claim.

You must:

- (1) have the electrical installation inspected and tested by a qualified electrical engineer at least once every 5 years and have all faults corrected as soon as practicable and maintain a written record of the inspection

If the installation has not been inspected within the last 5 years, this must be carried out within 90 days of the inception date of this policy.

- (2) ensure all portable electrical appliances are clearly identifiable and checked by a competent electrician at least every 12 months, inspected visually regularly on a regular basis and take action to rectify defects and a record of all safety inspections is kept.
- 

## Gutters

If in relation to a claim for Damage caused by or resulting from storm or flood You have failed to fulfil the following condition, We will not pay that claim.

You must ensure that all external gutters at The Premises are inspected and cleared of vegetation and other debris at least once every 12 months.

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## Hot Work Condition

If in relation to any claim for Damage to Property Insured by fire and/or explosion, You have failed to fulfil any of the requirements set out in the following condition, You will lose Your right to any indemnity for that claim.

For the purposes of this condition, Hot Work shall constitute any work undertaken at The Premises involving,

- (1) naked flame
- (2) electric, oxy-acetylene or similar welding, cutting or grinding (including by use of abrasive disks or wheels) or other spark emitting equipment
- (3) blow lamp, blow torch, thermal lance, hot air gun or hot air stripper, asphalt, bitumen, tar or heater, pitch or
- (4) heat producing cutting equipment or any similar application that can produce spark, frictional heat, or flame. The Insured shall comply with the following minimum requirements in relation to any Hot Work;

### **(1) Before any Hot Work commences**

- (a) a designated competent person must be made responsible for fire safety, including the satisfaction of the requirements of this Hot Work Condition, and ensuring that a safe method of work is implemented by way of a “hot work permit” system. Hot work permits must only be issued for one shift. Where any work continues across more than one shift, a new hot work permit must be authorised, and responsibilities formally reconfirmed or reassigned, for each new shift.
  - (b) where any third-party contractor is undertaking the Hot Work;
    - (1) Such contractor must be made aware in writing of the specific site hazards and the fire safety procedures to be adopted, including the hot work permit system and fire watch requirements identified below. A written undertaking to observe the precautions must be obtained from such contractor prior to commencement of the Hot Work.
    - (2) You must ensure that such contractor has in place public liability insurance that
      - (i) provides an indemnity for liability arising out of the Hot Work to be carried out; and
      - (ii) contains a limit of indemnity at a level appropriate to the Hot Work to be carried out, which limit shall not be less than £5,000,000 in any event.
  - (c) a formal fire risk assessment must be undertaken by a designated competent person to identify any fire risk(s), assess if the Hot Work can be completed using alternative safer methods and identify any action(s) to ensure a safe method of Hot Work if such is to be adopted.
  - (d) equipment must be in good condition.
  - (e) all flammable liquids and movable combustible materials must be removed from the area in which the Hot Work is to be carried out.
  - (f) any pipes, equipment or tanks containing flammable liquids must be purged and tests completed to confirm no flammable liquid, vapour, combustible deposits or residues remain present.
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## Hot Work Condition

(Continued)

- (g) Hot Work must not be undertaken on or near equipment or tanks containing combustible materials.
- (h) Hot Work must not be undertaken in any atmosphere containing flammable vapours or combustible dusts. Where there is a possibility of such atmosphere existing air samples must be taken, and work only commenced when the atmosphere has been confirmed to be non-hazardous or otherwise purged. If there is a risk that the hazardous atmosphere may recur, the Hot Work must not commence until further precautions are implemented and additional testing completed which confirms that there is no prospect such atmosphere will recur.
- (i) where possible all immovable combustible materials (including without limitation flooring, partitions and ceilings) within ten (10) metres of the area in which the Hot Work is to be carried out must be fully covered with overlapping protective non-combustible sheets or screens.
- (j) all holes and openings in walls, floors, partitions and ceilings through which sparks could pass must be fully covered with overlapping non-combustible sheets or screens.
- (k) no Hot Work may be carried out on combustible construction materials or combustible frames.
- (l) without prejudice to the generality of (k) above, no Hot Work may be carried out on composite insulation panels unless it first be established by a designated competent person that the insulating or other materials behind or forming the core of the insulation panels are non-combustible.
- (m) where Hot Work is to be carried out on one side of a wall, partition or ceiling, all combustible materials on the other side of such wall, partition or ceiling at any risk of ignition must be removed (where moveable) or fully covered with overlapping protective non-combustible sheets or screens (where immovable).
- (n) where Hot Work is to be carried out and there is a risk of sparks escaping to floors above or below, all combustible materials on the floors above or below, at any risk of ignition must be removed (where moveable) or fully covered with overlapping protective non-combustible sheets or screens (where immovable).

### **(2) During the process of Hot Work being carried out**

- (a) gas cylinders not required for immediate use must be secured and kept at least fifteen (15) metres from where the application of heat is taking place.
  - (b) a minimum of two (2) fire extinguishers with a minimum rating of 13A must be provided in the area in which work involving the application of any heat is undertaken for the duration of the Hot Work process and all subsequent fire watch periods as identified below. If the Hot Work involves arc welding, then two (2) additional CO<sub>2</sub> extinguishers, of minimum size 2kg each, must be so provided.
  - (c) the lighting and use of all Hot Work equipment must be done in strict accordance with the manufacturer's instructions and when such equipment is still hot it must not be left unattended.
  - (d) all Hot Work equipment involving the application of heat must be extinguished or switched off when it is not being used.
  - (e) a minimum of one designated competent person, other than the person using Hot Work equipment, must be appointed to act as a specified fire-watch throughout the entire duration of the hot works, including any breaks, to look out for any outbreak of fire. Such person must be trained in the use of, and have immediate access to, the fire extinguisher equipment described in (2) (b) above
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**Hot Work Condition**

*(Continued)*

**(3) Fire-Watch Periods upon Completion**

Upon completion of each instance of the Hot Work and for a period of not less than one (1) hour thereafter a continuous examination for any signs of smouldering or combustion must be made within, beside, above and below the area in which the Hot Work has been undertaken. Such examination must include any area(s) on the other side of any wall, partition or ceiling within ten (10) metres of the area in which the Hot Work has been carried out.

In addition, for an additional 1 hour checks for any signs of smouldering or combustion must be made within, beside, above and below the area in which the Hot Work has been undertaken. Such intermittent checks must be made at intervals of not more than twenty (20) minutes and must include any area(s) on the other side of any wall, partition or ceiling within ten (10) metres of the area in which the Hot Work has been carried out.

Once completed, the hot work permit must be signed off by all relevant parties, including the specified fire-watch. The completed hot work permit and any applicable risk assessments must be retained for at least twelve (12) months and be made available to Insurers to inspect upon request.

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**Laundry Equipment Maintenance**

If in relation to a claim for Damage caused by or resulting from fire or escape of water You have failed to fulfil the following condition, We will not pay that claim.

You must ensure that all laundry equipment:

- (1) is inspected and serviced in accordance with manufacturers' guidelines
  - (2) a written record of all such inspections and services to be retained for a minimum of three years
  - (3) in respect of tumble driers, all filters must be inspected and cleared of lint in accordance with manufacturers' guidelines.
- 

**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, We will not pay that claim.

You must

- (1) examine all buildings for which You are responsible and 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
  - (2) extinguish any smoking/smouldering materials found and place them in non-combustible receptacles and remove the contents at the end of the working day or at least once every 24 hours and dispose of safely.
- 

**Storage - Basements**

If in relation to any claim for Damage to the Property Insured caused by storm, flood or escape of water, You have failed to ensure that all moveable property, stored in the basement(s) of The Premises is stored at least 150mm above the floor, We will not pay that claim.

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**Storage of Medical Oxygen**

If in relation to any claim for Damage, You have failed to fulfil any of the following conditions, We will not pay that claim.

You must ensure that

- (1) when not in use, all medical oxygen containers must be stored
    - (a) in a secure and well ventilated area, under cover and not subjected to extremes of temperature
    - (b) separately from non-medical cylinders
    - (c) away from highly flammable liquids and combustible materials
    - (d) away from any sources of heat or ignition
  - (2) the storage area must have clear warning notices prohibiting smoking and naked lights.
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**EXCEPTIONS**

***The following exceptions apply to this Section in addition to the Policy Exceptions at the back of this policy.***

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**All Risks**

We will not provide cover for

- (1) Damage to the Property Insured caused by or consisting of
  - (a) an existing or hidden defect
  - (b) gradual deterioration or wear and tear
  - (c) frost or change in the water table level
  - (d) faulty or defective design or materials used in construction
    - (i) design
    - (ii) materials used in its construction
  - (e) faulty or defective workmanship or operating error or omission by You or any of Your Employees
  - (f) caused by or consisting of the bursting of a boiler, economiser, vessel, machine or apparatus, not being used for domestic purposes where the internal pressure is due to steam only and belongs to You or is under Your control

However, We will provide cover for any subsequent Damage which results from a cause not otherwise excluded

- (2) Damage to the Property Insured caused by or consisting of
  - (a) corrosion, rust or rot, shrinkage, evaporation or loss of weight, dampness or dryness, scratching, vermin or insects, mould or fungus
  - (b) change in temperature, colour, flavour, texture or finish
  - (c) nipple or joint leakage or failure of welds
  - (d) cracking, fracturing, collapse or overheating of a boiler, vessel, machine or apparatus in which internal pressure is due to steam only and any associating piping
  - (e) the Property Insured's own mechanical or electrical breakdown or derangement.

However, We will provide cover for Damage not otherwise excluded which results from Defined Contingencies (1) to (12) or any other accidental cause and any subsequent Damage which results from a cause not otherwise excluded

- (3) Damage to the Property Insured caused by pollution or contamination.

However, We will provide cover for Damage to the Property Insured not otherwise excluded caused by

- (a) pollution or contamination which results from Defined Contingencies (1) to (12)
- (b) Defined Contingencies (1) to (12) which results from pollution or contamination

- (4) Damage to the Property Insured caused by

- (a) subsidence, ground heave or landslide unless resulting from fire, explosion, earthquake or escape of water from any tank, apparatus or pipe, or specifically mentioned as insured in The Schedule
- (b) normal settlement of new structures
- (c) acts of fraud or dishonesty
- (d) disappearance, unexplained or inventory shortage, misfiling, misplacing of information or clerical error
- (e) theft or attempted theft unless specifically mentioned as insured in The Schedule and as detailed in the Theft Contingency

- (5) Damage to any Building or structure caused by its own cracking or collapse

However, We will provide cover for Damage if it results from Defined Contingencies (1) to (12) and is not otherwise excluded

- (6) Damage to gates, fences or moveable property in the open by wind, rain, hail, sleet or snow, flood or dust

However, We will provide cover for Damage to such property caused by falling trees and not otherwise excluded

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**All Risks**

*(Continued)*

- (7) Damage
- (a) to the Property Insured by fire resulting from its undergoing any process involving the application of heat
  - (b) to that portion of the Property Insured caused by its own self ignition, leakage of electricity, short circuiting, or over running
  - (c) resulting from the Property Insured undergoing any process of production or packaging, treatment, testing or commissioning, servicing or repair
- However, We will provide cover for Damage if it is caused by fire or explosion and is not otherwise excluded
- (8) Damage to the Property Insured caused by
- (a) escape of water from any tank, apparatus or pipe
  - (b) malicious persons (other than by fire or explosion)
- when The Premises are Unoccupied
- (9) Damage to glass, china, earthenware, marble or other fragile objects, which do not form part of the structure of the Buildings or its fixtures and fittings, unless specifically mentioned as insured in The Schedule
- However, We will provide cover for Damage if it results from Defined Contingencies (1) to (12) and is not otherwise excluded
- (10) Damage to
- (a) vehicles licensed for road use including accessories on or attached to them
  - (b) caravans or trailers
  - (c) railway locomotives or rolling stock
  - (d) watercraft or aircraft
  - (e) property in the course of construction including materials for use in the construction
  - (f) land, roads or pavements, piers, jetties, bridges, culverts or excavations
  - (g) livestock, growing crops or trees
- However, We will provide cover for property which is specifically stated as insured in The Schedule and the Damage is not otherwise excluded
- (11) Damage insured by any marine policy or which would be insured under any marine policy if this policy did not exist
- However, We will provide cover for Damage not otherwise excluded for any sum beyond the amount which would have been payable under the marine policy had the insurance not existed
- (12) Damage more specifically insured by You or on Your behalf
- (13) any consequential loss or damage
- However, We will provide cover for rent when this item(s) is specifically mentioned as insured in The Schedule
- (14) 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
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**All Risks**

*(Continued)*

- (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
- (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 violenceand/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 meanscaused 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

- (15) (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 provide cover for subsequent Damage to the Property Insured caused by or resulting from Defined Contingencies (1) to (11) and (13) which is not otherwise excluded and only where such subsequent Damage is insured by this Section

- (16) the Excess stated in The Schedule.
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# MONEY AND ASSAULT

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## Definitions

*The following definitions apply to this Section in addition to the Policy Definitions at the front of this policy and keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.*

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<b>Business Hours</b>	Your normal working hours and any other period during which You or any Employee, entrusted with Money is on The Premises in connection with The Business.
<b>Insured Person</b>	You or Your directors, partners or Employees aged between 16 and 75.
<b>Loss of Hearing</b>	Total and permanent loss of hearing in one or both ears.
<b>Loss of Limb</b>	In respect of <ol style="list-style-type: none"><li>(1) an arm, physical severance of all four fingers, or 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)</li></ol> and/or <ol style="list-style-type: none"><li>(2) a leg, physical severance, or total and permanent loss of use of an entire leg at or above the talo-tibial joint (the ankle).</li></ol>
<b>Loss of Sight</b>	Includes total and permanent loss of sight which will be deemed to have occurred <ol style="list-style-type: none"><li>(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</li><li>(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.</li></ol>
<b>Loss of Speech</b>	Total and permanent loss of speech.
<b>Permanent Total Disablement</b>	Permanent disablement (other than Loss of Hearing, Loss of Limb, Loss of Sight or Loss of Speech) which wholly prevents the Insured Person from engaging in or giving attention to their usual occupation and lasts without interruption for more than 12 months from the date of the accident and in all probability will continue for the remainder of the Insured Person's life.
<b>Temporary Partial Disablement</b>	Disablement which prevents the Insured Person from attending to a substantial part of their usual occupation.
<b>Temporary Total Disablement</b>	Disablement which entirely prevents the Insured Person from engaging in their usual occupation.
<b>MONEY COVER</b>	We will provide cover for <ol style="list-style-type: none"><li>(1) loss of Money, up to the Limit Any One Loss stated in The Schedule, which belongs to You or You are responsible for in connection with The Business while<ol style="list-style-type: none"><li>(a) in transit</li><li>(b) in the custody of collectors for 24 hours from the time they receive it or until the next working day whichever is later</li><li>(c) on The Premises, on contract sites while You or Your Employees are working there or at Your home or that of Your directors, partners or Employees</li><li>(d) in a bank night safe until removed by the bank</li></ol></li><li>(2) the cost of replacement or repair following loss of or damage to any safe or strongroom specified in The Schedule, case, bag or waistcoat used for carrying Money following theft or attempted theft of Money</li></ol> occurring during the Period of Insurance.

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<b>CLAUSES</b>	<b><i>The following clauses apply to Money.</i></b>
<b>Clothing and Personal Belongings</b>	We will provide cover for loss of, or damage to, clothing and personal belongings owned by You or any director, partner or Employee of Yours following theft or attempted theft involving violence or threat of violence which arises in connection with The Business. The maximum We will pay for any one person is £500.
<b>Fraudulent Use of Business Credit Cards</b>	We will provide cover for financial loss sustained as a direct result of a business credit, charge, debit or bankers card, being lost or stolen and it being fraudulently used by someone other than You. The maximum We will in any one Period of Insurance is £500. We will not provide cover for (1) losses where the terms and conditions under which the card was issued have not been fully complied with. (2) losses which have not been reported to the police or card issuing company within 24 hours of discovery and a written report obtained. (3) loss due to fraud or dishonesty.
<b>Personal Money of Residents</b>	We will provide cover for loss of Money belonging to Residents permanently residing at The Premises. The maximum We will pay for any one loss for any one Resident is £100.
<b>Personal Money of Resident Owners, Managers and Employees</b>	We will provide cover for loss of Money belonging to You, members of Your family, managers, or Employee permanently residing at The Premises. The maximum We will pay for any one loss for any one person is £500.
<b>Vending Machines at The Premises</b>	We will provide cover for Money in vending or gaming machines on The Premises. The maximum We will pay in any one Period of Insurance is £500.
<b>CONDITION</b>	<b><i>The following conditions apply to Money in addition to the Policy Conditions at the back of this policy.</i></b>
<b>Records and Key Security</b>	If in relation to any claim for loss of Money 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) keep a complete record of Money in a secure place other than in a safe or strongroom containing Money (b) ensure that outside Business Hours, all safes and/or strongrooms are kept locked and the keys are removed from The Premises unless The Premises are occupied by You or any director, partner or authorised Employee of Yours, in which case the keys must be kept in a secure place away from any safe or strongroom (c) ensure that whenever The Premises are closed for business or left unattended, all security devices to protect The Premises are properly fitted and put into full operation.
<b>Medical Evidence</b>	In respect of Assault, We will, at Our option, arrange for the Insured Person to undergo a medical examination or, in the event of death, a post mortem examination. You, or Your personal representatives, will supply to Us, at Your expense, any certificates, information or evidence in the format We require to support a claim
<b>Money in Transit</b>	If in relation to any claim for loss of Money in transit (other than Money described in Item 1 of The Schedule), You have failed to fulfil any of the following conditions, We will not pay that claim. You must ensure (1) that Money in transit is accompanied by the number of persons stated below, who must be either You and/or any director, partner or Employee (a) over £2,500 up to £5,000 by at least 2 persons (b) over £5,000 up to £8,000 by at least 3 persons (c) over £8,000 up to £12,000 by at least 4 persons (d) over £12,000 by an approved Security Company (2) private transport is used for amounts of Money in transit greater than £2,500 where the distance exceeds half a mile. The maximum We will pay for any one claim will not exceed the Limit Any One Loss stated in The Schedule.

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**EXCEPTIONS**

***The following exceptions apply to Money in addition to the Policy Exceptions at the back of this policy.***

We will not provide cover for

- (1) loss or shortages due to clerical or accounting errors or omissions, accountancy depreciation, currency fluctuation or consequential loss of any kind
  - (2) loss due to the fraud or dishonesty of any director, partner or Employee of Yours which is not discovered within seven working days of the loss or more specifically insured elsewhere
  - (3) loss from any Unattended Vehicle
  - (4) loss or damage arising outside the Prescribed Territories and the Republic of Ireland
  - (5) loss resulting directly or indirectly from forgery, fraudulent alteration or substitution or fraudulent use of a computer or electronic transfer
  - (6) loss resulting from use of any form of payment which proves to be counterfeit, false, invalid, uncollectible or irrecoverable for any reason
  - (7) loss of Money 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.
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**ASSAULT COVER**

We will pay You, or Your personal representatives, compensation for bodily injury to an Insured Person caused by theft or attempted theft, involving violence or the threat of violence, which occurs in the course of The Business during the Period of Insurance and solely, directly and independently of any other cause which results in any of the following Contingencies

- (1) death
- (2) Loss of Hearing and/or Loss of Sight and/or Loss of Speech
- (3) Loss of Limb
- (4) Temporary Total Disablement (weekly compensation)
- (5) Temporary Partial Disablement (weekly compensation)

Within 24 months of bodily injury

- (6) Permanent Total Disablement

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

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**CLAUSES**

The following clauses apply to Assault.

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**Amounts Payable**

We will pay

- (a) the compensation stated in The Schedule
- (b) weekly compensation at four weekly intervals
- (c) compensation under Contingencies (4) and (5) for a maximum of two years from the date that the disablement started.

Weekly compensation being paid for the same injury will end if We pay compensation under any of Contingencies (1), (2), (3) or (6).

Insurance will end for the Insured Person if We pay compensation under any of Contingencies (1), (2), (3) or (6).

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**Medical Evidence**

We may, at Our option, arrange for the Insured Person to undergo a medical examination or, in the event of death, a post mortem examination.

You, or Your personal representatives, will supply to Us, at Your expense, any certificates, information or evidence in the format We require to support a claim.

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**Medical and Dental Expenses**

Where compensation is payable for Contingency (4) - Temporary Total Disablement, or Contingency (5) - Temporary Partial Disablement, We will also pay up to £1,000 in respect of medical and/or dental expenses which have been incurred in respect of the Insured Person. The maximum We will pay in respect of any one Insured Person is £1,000.

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**EXCEPTION**

***the following exception applies to Assault in addition to the Policy Exceptions at the back of this policy.***

We will not provide any cover for any Contingency directly or indirectly caused by the Insured Person suffering from any disability due to a gradually operating cause or any naturally occurring conditions or degenerative process.

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# GOODS IN TRANSIT

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## Definitions

**The following definitions apply to this Section in addition to the Policy Definitions at the front of this policy and keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.**

<b>Damage</b>	Physical loss, destruction or damage.
<b>Method of Transit</b>	As stated in The Schedule.
<b>Occurrence</b>	An event, or number of events, arising from a single cause or occurrence occurring during the Period of Insurance.
<b>Personal Effects</b>	Personal possessions excluding cash, bank notes, credit cards, watches and jewellery.
<b>Property Insured</b>	Stock and materials in trade connected with The Business which are owned by You or which You are responsible for.
<b>Territorial Limits</b>	The Prescribed Territories and the Republic of Ireland.
<b>Tools</b>	Tools, tool kits or test equipment which You own or are hired by You or used by You in connection with The Business and for which You are responsible.
<b>Vehicle</b>	Any motor vehicle and/or trailer and/or container which You own or operate.
<b>COVER</b>	<p>We will provide cover for</p> <p>(1) Damage</p> <p>(a) to the Property Insured whilst in transit by the Method of Transit including loading and unloading or whilst temporarily stored during transit</p> <p>The maximum We will pay in respect of any one Occurrence is the Maximum Limit Any One Occurrence stated in The Schedule.</p> <p>(b) to Your own sheets, ropes, chains, toggles or packing materials while carried on any Vehicle</p> <p>We will replace sheets as new if You prove that these were not more than one year old at the time of the Damage</p> <p>(c) to You or Your drivers' Personal Effects in, or from, any Vehicle</p> <p>The maximum We will pay in respect of any one person for any one Occurrence is £500</p> <p>We will not provide cover for Damage to any item insured by any other insurance policy.</p> <p>(d) to Tools in or from any Vehicle or whilst temporarily stored during transit.</p> <p>The maximum We will pay in respect of any one Occurrence is the Tools Limit Any One Occurrence stated in The Schedule.</p> <p>(2) Costs and expenses incurred by You with Our consent</p> <p>(a) in removing debris or site clearance</p> <p>(b) for transshipment and recovery charges following collision, overturning or impact of any Vehicle with any object</p> <p>(c) to reduce or prevent claims</p> <p>in the Territorial Limits in connection with The Business.</p> <p>The maximum We will pay in respect of any one Occurrence is £10,000.</p>

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<b>CONDITIONS</b>	<b><i>The following Conditions apply to this Section in addition to the Policy Conditions at the back of this policy.</i></b>
<b>Automatic Reinstatement</b>	The Limits stated in The Schedule will not be reduced by the amount of any claim unless We or You give notice to the contrary. You must pay any additional premium required by Us to reinstate the Limit.
<b>Average</b>	The Limits stated in The Schedule, except for Tools Limit Any One Occurrence, is subject to Average. If at the time of Damage, the Limit stated in The Schedule is less than the value of the Property Insured You will be responsible for the difference in value, and bear a rateable proportion of any loss.
<b>Reasonable Care</b>	If in relation to any claim for Damage, You have failed to comply with any of the following conditions, We will not pay that claim. You must <ul style="list-style-type: none"> <li>(a) only employ reliable and competent drivers, and</li> <li>(b) take all reasonable measures to <ul style="list-style-type: none"> <li>(i) prevent Damage</li> <li>(ii) secure loads properly</li> <li>(iii) maintain any Vehicle in accordance with current law and ensure any Vehicle is suitable for the purpose for which it is to be used</li> </ul> </li> <li>(c) in the event of a claim, when requested by Us allow Us access to examine any Vehicle which You operate or premises from which You operate.</li> </ul>
<b>Unattended Vehicles in Compounds</b>	We will not provide cover for Damage to the Property Insured by theft or attempted theft from any Unattended Vehicle, from the end of any normal working day, or on any non-working day, until collected by Your driver, unless the Vehicle is garaged in a securely locked building of substantial construction or a compound which has secure walls and/or fences and securely locked gates.
<b>EXCEPTIONS</b>	<b><i>The following Exceptions apply to this Section in addition to the Policy Exceptions at the back of this policy.</i></b> We will not cover You for <ul style="list-style-type: none"> <li>(1) Damage caused by <ul style="list-style-type: none"> <li>(a) defective or inadequate packing, insulation or labelling</li> <li>(b) evaporation or ordinary leakage</li> <li>(c) vermin, wear, tear, gradual deterioration or contamination</li> <li>(d) an existing or hidden defect</li> <li>(e) delay</li> <li>(f) inadequate documentation</li> <li>(g) indirect or consequential loss</li> <li>(h) its own mechanical, electrical, electronic or electro magnetic derangement.</li> </ul> <p>However, We will provide cover for if such Damage is caused by external means</p> </li> <li>(2) shortage in weight</li> <li>(3) Damage caused by deterioration or variation in temperature However, We will provide cover if the Damage is caused as a result of any Vehicle being directly involved in a road traffic accident</li> <li>(4) Damage arising from confiscation, requisition or destruction by order of any government or any public authority, riot, civil commotion, strikes, lockouts or labour disturbances</li> <li>(5) Damage occurring outside the Territorial Limits or not connected with The Business</li> <li>(6) Damage to electronic, audio &amp; visual equipment, mobile phones, tablets, portable computers, gaming consoles, explosives &amp; other hazardous substances, furs, antiques, fine art &amp; specie, gold, silver, jewellery, precious stones, Money &amp; bullion, living creatures, non-ferrous metals, tobacco, cigars &amp; cigarettes, wines, spirits &amp; other alcoholic beverages, temperature controlled goods, boats, caravans, motor vehicles &amp; portable buildings, clothing &amp; footwear, fragile goods, haulage, couriers &amp; freight forwarders, machinery, wind turbines &amp; large project installations</li> </ul>

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**EXCEPTIONS**

*(Continued)*

However, We will provide cover to such property if the property is specifically stated as insured in The Schedule and the Damage is not otherwise excluded.

- (7) Damage caused by theft or attempted theft of the Property Insured and/or Tools or Personal Effects from any Unattended Vehicle

However, We will provide cover if You have ensured that

- (a) all doors, windows and other points of access have been put into effect, and
- (b) all manufacturer's security devices have been put into effect, and
- (c) the keys have been removed from any Unattended Vehicle, and
- (d) unattached trailers have anti-hitching devices fitted and they are put into effect.

- (8) Damage to Tools or Personal Effects, while temporarily stored during transit for periods exceeding 30 consecutive days

- (9) Property in transit for hire or reward

- (10) The Excess stated in The Schedule

- (11) 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 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.

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 HM 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.

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# FROZEN FOOD

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## Definitions

**The following definitions apply to this Section in addition to the Policy Definitions at the back of this policy and keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.**

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<b>Damage</b>	Physical loss, destruction or damage.
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<b>COVER</b>	<p>We will cover You for Damage occurring during the Period of Insurance to food, belonging to You or for which You are responsible while contained in any refrigeration unit at premises owned, hired, leased by You, by deterioration or contamination caused by</p> <ol style="list-style-type: none"><li>(1) a change in temperature as a result of<ol style="list-style-type: none"><li>(a) the breaking, distortion or burning out of any part of the unit, unit wiring or supply cable to the unit, including the plug and fuse, caused by mechanical or electrical defects in the unit while it is being used under normal working conditions</li><li>(b) failure of temperature controls to operate correctly</li><li>(c) accidental failure of Your electricity supply but only if this is not deliberately caused by Your supplier of electricity.</li></ol></li><li>(2) accidental leakage of refrigerant gases or refrigerant fumes from the unit.</li></ol> <p>The maximum We will pay under this Section is the Sum Insured stated in The Schedule.</p>
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<b>CONDITION</b>	<b><i>The following condition applies to this Section in addition to the Policy Conditions at the back of this policy.</i></b>
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<b>Average</b>	Each of the Sums Insured shown in The Schedule is subject to average. This means that if at the time of Damage, the item Sum Insured is less than the total value of the property insured, You will be responsible for the difference and bear a proportionate share of the loss.
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<b>EXCEPTIONS</b>	<b><i>The following exceptions apply to this Section in addition to the Policy Exceptions at the back of this policy.</i></b> <p>We will not provide cover for</p> <ol style="list-style-type: none"><li>(1) Damage caused by<ol style="list-style-type: none"><li>(a) wear and tear, deterioration or gradually developing flaws or defects in the unit</li><li>(b) the failure to correctly set any temperature controls</li></ol></li><li>(2) the Excess stated in The Schedule.</li></ol>
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# COMPUTER BREAKDOWN

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## Definitions

**The following definitions apply to this Computer Breakdown Section in addition to the Policy Definitions at the front of this policy and keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.**

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<b>Breakdown</b>	Damage to Equipment insured under this Section resulting from the actual breaking distortion or electrical burn-out of any part of the Equipment whilst in use arising from defects in the Equipment which requires repair or replacement before normal working of the Equipment can resume.
<b>Computer Equipment</b>	Mainframes, personal computers, servers and other equipment including <ol style="list-style-type: none"><li>(1) hard or solid-state drives</li><li>(2) interconnected wiring</li><li>(3) air conditioning and cooling equipment</li><li>(4) generating and voltage regulating equipment</li><li>(5) satellite and telecommunications links and computerised telephone exchanges</li><li>(6) electronic access equipment</li><li>(7) temperature and humidity recording equipment</li><li>(8) Data Storage Materials</li></ol> used for processing, communicating and storing electronic data.
<b>Damage</b>	Loss, destruction or damage.
<b>Equipment</b>	Items of Computer Equipment or Portable Equipment stated in The Schedule belonging to You or for which You are responsible including software or programs contained in or for use with the Equipment. We will not cover You for property which is more specifically insured.
<b>Excess Period</b>	The period measured from the date of the Breakdown during which We will not be liable for any interruption of or interference with The Business. Our liability shall exist only for such part of said loss that is incurred for the determined period of interruption or interference in excess of the Excess Period.
<b>Hacking</b>	Unauthorised access to or malicious use of any computer or other equipment, component, system or item which processes, stores or retrieves data whether Your property or not.
<b>Indemnity Period</b>	The period during which The Business results are affected due to a Breakdown, beginning with the date of the Breakdown and ending not later than the Maximum Indemnity Period.
<b>Maintenance Agreement</b>	A contract providing on-call remedial or corrective maintenance which includes the cost of parts and labour.
<b>Maximum Indemnity Period</b>	The number of months stated in The Schedule.
<b>Portable Equipment</b>	Computer Equipment designed to be carried by hand whilst away from The Premises but within the Territorial Limits. 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.

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<b>DAMAGE TO EQUIPMENT</b>	We will cover You in respect of Damage to Equipment specified in The Schedule resulting from Breakdown.
<b>Cover</b>	<p>The maximum We will pay</p> <p>(1) in respect of any one claim arising from Damage to Equipment which is not subject to a Maintenance Agreement arising from its own breakdown or derangement will not exceed £10,000.</p> <p>(2) in any one Period of Insurance will not exceed the Sum Insured stated on the item plus any additional sums stated by a clause.</p>
<b>CLAUSES</b>	<b><i>The following clauses apply to the Damage to Equipment Section.</i></b>
<b>Accidental Discharge of Gas Systems</b>	<p>We will cover You in respect of the costs incurred in refilling the cylinders of any gas flooding systems installed solely for the protection of the Equipment insured provided that the discharge is accidental.</p> <p>The maximum We will pay in respect of any one claim is £25,000.</p>
<b>Additional Equipment</b>	<p>We will cover You in respect of Damage to additional Equipment acquired in the Period of Insurance resulting from Breakdown.</p> <p>The maximum We will pay in respect of any one location is the lower of</p> <p>(1) 25% of the Computer Sum Insured, or</p> <p>(2) £100,000.</p> <p>You must provide Us with details of such additional Equipment as soon as possible and specifically insure such property with Us from the date Our liability commenced for an agreed additional premium.</p>
<b>Debris Removal</b>	<p>We will cover You in respect of costs and expenses necessarily incurred by You with Our consent for removal of debris, dismantling, shoring or propping up of the parts of the Equipment or other property which have suffered Damage insured under this Section.</p> <p>The maximum We will pay in respect of any one claim is £50,000.</p> <p>We will not provide cover for costs or expenses</p> <p>(1) incurred in removing debris from anywhere other than the site of the Damage and the area immediately adjacent to it</p> <p>(2) arising from pollution or contamination of Equipment or other property not insured by this Section.</p>
<b>Homeworker</b>	<p>We will cover You in respect of Damage to Equipment resulting from Breakdown whilst at the permanent residence of any director, partner or Employee within The Prescribed Territories to enable them to carry out activities in connection with The Business.</p> <p>The maximum We will pay per director, partner or Employee in respect of any one claim and in any one Period of Insurance is £5,000 and in total shall not exceed the Computer Sum Insured.</p>
<b>Incompatibility of Software or Programs</b>	<p>Where insured Damage to Equipment results in the existing software or programs being incompatible with the replacement Equipment We will at Our option cover You in respect of either</p> <p>(1) necessary modifications to the replacement Equipment, or</p> <p>(2) the conversion of the existing software or programs into a format which is compatible with the replacement Equipment and the cost of replacing incompatible Data Storage Materials.</p> <p>The maximum We will pay in respect of any one claim is the lower of</p> <p>(1) the Computer Sum Insured, or</p> <p>(2) £50,000.</p>
<b>Loss Avoidance Measures</b>	<p>We will cover You in respect of any necessary and reasonable costs and expenses incurred by You to mitigate insured Damage to the Equipment which would otherwise be inevitable provided that</p> <p>(1) the impending Damage does not arise from any reasonably foreseeable or gradually developing cause and We are satisfied that Damage has been avoided or mitigated as a result of the measures taken</p> <p>(2) the Policy terms exceptions and conditions will apply as if Damage had occurred.</p> <p>The maximum We will pay in respect of any one claim is £25,000.</p>

<b>Non-Invalidation</b>	<p>We will not invalidate this Section due to any act, omission or alteration, either unknown to You or beyond Your control, which increases the risk of Damage.</p> <p>However, You must</p> <ol style="list-style-type: none"> <li>(1) notify Us immediately when You become aware of any such act, omission or alteration, and</li> <li>(2) pay any additional premium We require.</li> </ol>
<b>Other Interests</b>	<p>Subject to Your consent, the interest of all parties who wish to register an interest in the cover by this Section will be noted provided that all such interests are notified to Us within 30 days of any Damage.</p>
<b>Repair Investigation Costs</b>	<p>We will, at Our option, pay any necessary and reasonable repair investigation costs and expenses including consulting engineer fees incurred in the repair or replacement of the Equipment provided insured Damage has occurred.</p> <p>The maximum We will pay in respect of any one claim is £25,000.</p>
<b>Software or Programs</b>	<p>We will cover You in respect of the cost of reinstating software or programs arising from erasure, distortion or corruption occurring during and identified during the Period of Insurance and resulting from an identifiable event which is covered under this Section and is not otherwise excluded.</p>
<b>Temporary Repair Costs and Expediting Expenses</b>	<p>We will, at Our option, pay additional costs and expenses incurred in</p> <ol style="list-style-type: none"> <li>(1) making temporary repairs to the Equipment</li> <li>(2) ensuring the insured Damage to Equipment is repaired as soon as possible.</li> </ol> <p>The maximum We will pay in respect of any one claim is £50,000.</p>
<b>Waste Electrical and Electronic Equipment Disposal Costs</b>	<p>We will cover You in respect of any necessary and reasonable costs incurred by You in complying with the Waste Electrical and Electronic Equipment Regulations 2013 (as amended) in respect of Equipment following Damage insured under this Section.</p> <p>The maximum We will pay for any one claim is £25,000.</p> <p>We will not cover You in respect of costs that You accept responsibility for as part of a contract to purchase new Equipment.</p>
<b>BASIS OF CLAIM SETTLEMENT</b>	<p>Unless any other alternate Basis of Claim Settlement is stated to apply, where Damage occurs to Equipment and the Equipment is</p>
<b>Basis of Claim Settlement – Reinstatement</b>	<ol style="list-style-type: none"> <li>(1) lost, destroyed or damaged beyond economic repair We will pay for its replacement by Equipment of similar capacity to the Equipment when new but not of better or higher specification. If Equipment of a similar capacity is unavailable then We will pay for Equipment with the next highest capacity</li> <li>(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.</li> </ol> <p>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.</p> <p>We will pay costs necessary to comply with any European Union Legislation, Act of Parliament or subordinate legislation thereunder or byelaws of any public authority.</p> <p>We will not pay costs for Damage not insured by this Section, 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 byelaw.</p> <p>We will not provide cover if You do not incur the cost of replacing or repairing the Equipment or someone acting on Your behalf has 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.</p> <p>However, the Basis of Claim Settlement – Indemnity will apply.</p>

<b>Basis of Claim Settlement - Indemnity</b>	<p>The basis upon which We will calculate the amount We will pay in respect of any claim will be</p> <ol style="list-style-type: none"> <li>(1) the cost of replacement or repair of the property lost, destroyed or damaged, to a condition as good as, but not better or more extensive than, its condition immediately prior to the Damage, or at Our option</li> <li>(2) the reduction in value of the Equipment</li> </ol> <p>unless the Basis of Claim Settlement - Reinstatement applies or any other alternate Basis of Claim Settlement is stated to apply.</p>
<b>CONDITIONS</b>	<p><b><i>The following condition applies to Damage to Equipment in addition to the Conditions at the end of this Section and the policy Conditions at the back of this policy.</i></b></p>
<b>Average</b>	<p>If at the time of Damage the total Sum Insured stated in The Schedule for Equipment at all The Premises plus the value of any Equipment under the Additional Equipment Clause is less than 85% of the total new replacement value of the Equipment You will</p> <ol style="list-style-type: none"> <li>(1) be responsible for the difference</li> <li>(2) bear a proportionate part of the loss.</li> </ol>
<b>Exceptions</b>	<p><b><i>The following exceptions apply to Damage to Equipment in addition to the Exceptions at the end of this Section and the Policy Exceptions at the back of this policy.</i></b></p> <p>We will not cover You in respect of</p> <ol style="list-style-type: none"> <li>(1) Damage resulting directly or indirectly from Virus or Similar Mechanisms, Hacking or Denial of Service Attack.</li> <li>(2) Damage which is recoverable under any maintenance, rental hire or lease agreement or guarantee.</li> <li>(3) loss of use of the Equipment or other consequential loss or liability.</li> <li>(4) the cost of reinstating data.</li> <li>(5) the Excess.</li> <li>(6) Equipment controlling or monitoring any manufacturing or other industrial process.</li> <li>(7) installed in-vehicle equipment and systems and removable satellite navigation systems.</li> <li>(8) items whose primary purpose is surveying, measuring, metering, recording or radio communication.</li> </ol>
<b>INCREASED COST OF WORKING</b>	<p>We will cover You in respect of any additional expenditure You necessarily and reasonably incur to avoid or reduce interruption to or interference with The Business at The Premises during the Indemnity Period as a result of Breakdown which occurs during the Period of Insurance.</p>
<b>Cover</b>	<p>The maximum We will pay in any Period of Insurance will not exceed the Sum Insured stated in The Schedule.</p>
<b>CLAUSES</b>	<p><b><i>The following clauses apply to Increased Cost of Working.</i></b></p>
<b>Additional Rental Charge</b>	<p>We will cover You in respect of the additional costs of a new lease or hire contract for similar Equipment which replaces any lease or hire contract in force at the time of the Breakdown.</p> <p>The maximum period for which We will cover You in respect of the additional rental charges is two years commencing from the time of the Breakdown.</p> <p>The maximum We will pay for any one claim is £25,000.</p>
<b>Auditors and Professional Accountants</b>	<p>The Increased Cost of Working Sum Insured specified in The Schedule includes an amount for Your auditor's and professional accountant's reasonable charges for</p> <ol style="list-style-type: none"> <li>(1) producing information We require to investigate any claim and</li> <li>(2) confirming that information is in accordance with <ol style="list-style-type: none"> <li>(a) Your business books, documents or records</li> <li>and</li> <li>(b) any other relevant business books, documents or records.</li> </ol> </li> </ol>
<b>Payments on Account</b>	<p>Claims payments on account may be made to You if required.</p>



<b>EXCEPTIONS</b>	<p><b><i>The following exceptions apply to Increased Cost of Working in addition to the Exceptions at the end of this Section and the Policy Exceptions at the back of this policy.</i></b></p> <p>We will not cover you in respect of</p> <ol style="list-style-type: none"> <li>(1) interruption to or interference with The Business as a result of <ol style="list-style-type: none"> <li>(a) breakdown or derangement of any item of Equipment which has not completed a period of one month's trouble-free operation</li> <li>(b) Virus or Similar Mechanisms, Hacking or a Denial of Service Attack</li> </ol> </li> <li>(2) interruption to or interference with The Business during the <ol style="list-style-type: none"> <li>(a) first 48 hours following breakdown or derangement of Equipment which is not subject to a Maintenance Agreement</li> <li>(b) Excess Period stated in The Schedule in respect of any other claim.</li> </ol> </li> <li>(3) the cost of reinstating data or programs.</li> </ol>
<b>REINSTATEMENT OF DATA</b>	We will cover You in respect of the necessary and reasonable costs of reinstating data contained in Data Storage Materials resulting from Breakdown which is discovered during the Period of Insurance.
<b>Cover</b>	The maximum We will pay in any Period of Insurance will not exceed the Sum Insured stated in The Schedule.
<b>CLAUSES</b>	<b><i>The following clauses apply to Reinstatement of Data.</i></b>
<b>Incompatibility of Data</b>	<p>Where Breakdown results in the existing data being incompatible with the replacement Equipment We will cover You in respect of the cost of conversion of the existing data into a format which is compatible with the replacement Equipment.</p> <p>The maximum We will pay in respect of any one claim is the lower of</p> <ol style="list-style-type: none"> <li>(1) the Reinstatement of Data Sum Insured, or</li> <li>(2) £50,000.</li> </ol>
<b>Payments on Account</b>	Claims payments on account may be made to You if required.
<b>Research and Development Costs</b>	<p>We will cover You against the cost of re-writing data processing research and development projects to the stage reached immediately prior to the occurrence of the Breakdown.</p> <p>The maximum We will pay in respect of any one claim is the lower of</p> <ol style="list-style-type: none"> <li>(1) the Reinstatement of Data Sum Insured, or</li> <li>(2) £25,000.</li> </ol> <p>We will not cover You in respect of any benefit to You which would have been obtained from the completion of the project had the Breakdown not occurred.</p>
<b>EXCEPTIONS</b>	<p><b><i>The following exceptions apply to Reinstatement of Data in addition to the Exceptions at the end of this Section and to the Policy Exceptions at the back of this policy.</i></b></p> <p>We will not cover you in respect of</p> <ol style="list-style-type: none"> <li>(1) (a) loss of <ol style="list-style-type: none"> <li>(b) loss of use of</li> <li>(c) inaccessibility of data or programs arising from pre-existing faults in or the unsuitability of programs or computer systems software</li> </ol> </li> <li>(2) costs of reinstating data incurred as a result of Virus or Similar Mechanisms, Hacking or Denial of Service Attacks</li> <li>(3) the Excess</li> <li>(4) costs of reinstating software or programs.</li> </ol>
<b>CLAUSES</b>	<b><i>The following clauses apply to this Computer Breakdown Section</i></b>
<b>Automatic Reinstatement of Sum Insured</b>	<p>The Sums Insured stated in The Schedule will not be reduced by the amount of any claim unless We or You give notice to the contrary.</p> <p>You must pay the additional premium required to reinstate the Sums Insured.</p>

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**Subrogation Waiver**

We will waive any rights, remedies or relief following a claim where We may be entitled by subrogation against any

- (1) company whose relationship to You is either a parent or subsidiary, or which is a subsidiary of a parent company of which You are a subsidiary as defined in the relevant Companies Act or Companies (NI) Order current at the time of Breakdown
- (2) user of the Equipment authorised by You provided that such users observe, fulfil and are subject to the terms, conditions and limitations of this Policy and You do not receive any form of indemnity or damages from such users.

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**EXCEPTIONS**

***The following exceptions apply to this Computer Breakdown Section in addition to the Policy Exceptions at the back of this policy.***

We will not cover You in respect of

- (1) Damage or interruption to or interference with The Business caused by wear and tear, gradual deterioration due to atmospheric conditions or otherwise rust, corrosion or oxidisation.  
However We will cover You for any subsequent Damage resulting from such cause not otherwise excluded.
- (2) any accidental failure of the telecommunications links caused by
  - (a) Equipment which is not
    - (i) properly installed or compatible with the telecommunications system provided by Your telecommunications services supplier
    - (ii) recognised and approved by Your telecommunications services supplier.
  - (b) failure of any satellite
    - (i) prior to obtaining its full operating function
    - (ii) while in or beyond the final year of its design life
  - (c) atmosphere, solar or lunar conditions causing temporary interference with transmission to or from any satellite.
- (3) any Damage to the Equipment 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

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 HM 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 meanscaused 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.

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<b>EXCEPTIONS</b> <i>(Continued)</i>	<p>(4) Loss, destruction of or damage to property, any loss or expense, any consequential loss or any legal liability, directly or indirectly caused by or contributed to by or arising from</p> <ul style="list-style-type: none"> <li>(a) any test, experiment or routine inspection</li> <li>(b) the imposition of abnormal working conditions including intentional overloading unless occurring without Your knowledge or consent.</li> </ul> <p>(5) Damage caused by or contributed to by or arising from</p> <ul style="list-style-type: none"> <li>(a) disappearance</li> <li>(b) unexplained or inventory shortage.</li> </ul> <p>(6) Increased Cost of Working or Reinstatement of Data resulting from</p> <ul style="list-style-type: none"> <li>(a) any accidental failure of the telecommunication links</li> <li>(b) any accidental failure of Your electricity supply caused by <ul style="list-style-type: none"> <li>(i) a deliberate act of any supply authority not performed for the sole purpose of safeguarding life or protecting any part of the supply authority's system.</li> <li>(ii) the exercise of any supply authority's power to withdraw or restrict supply or services.</li> <li>(iii) industrial action.</li> </ul> </li> </ul>
<b>CONDITIONS</b>	<b><i>The following conditions apply to this Computer Breakdown Section in addition to the Policy Conditions at the back of this policy.</i></b>
<b>Option for Settlement</b>	<p>We may at our option</p> <ul style="list-style-type: none"> <li>(1) Repair, reinstate or replace any equipment damaged</li> <li>or</li> <li>(2) Pay the amount of Damage.</li> </ul> <p>We do not include</p> <ul style="list-style-type: none"> <li>(1) Temporary repairs carried out without Our consent</li> <li>(2) The cost of alterations, additions, improvements or overhauls carried out when any repair is undertaken.</li> </ul>
<b>Our Rights</b>	<p>If Damage occurs which leads to a claim, We may</p> <ul style="list-style-type: none"> <li>(1) enter the building or premises</li> <li>(2) take possession of, or require to be delivered to Us, Equipment which We will deal with in a reasonable manner without incurring liability or reducing Our rights.</li> </ul> <p>We will not pay for any Damage if You, or anyone acting on Your behalf</p> <ul style="list-style-type: none"> <li>(1) do not comply with Our requirements or</li> <li>(2) hinder or obstruct Us.</li> </ul> <p><b><i>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.</i></b></p>
<b>Protection - Firewall</b>	<p>You must ensure that Equipment that is connected to the internet or any other external network is protected against unauthorised access by a suitable firewall and ensure that it is updated at intervals of at least once a month if not automatically and in full and effective operation at the time of a loss.</p>
<b>Protection – Virus or Similar Mechanism</b>	<p>You must install suitable software protection against Virus or Similar Mechanism and ensure that it is updated at intervals of at least once a month if not automatically and in full and effective operation at the time of a loss.</p>

# MACHINERY DAMAGE

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## Definitions

**The following definitions apply to the Machinery Damage Cover under this Section in addition to the Policy Definitions at the back of this policy and keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.**

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<b>Breakdown</b>	(1) The breaking, distortion or burning out of any part of the Property Insured which occurs while the Property Insured is being used normally, arising from <ol style="list-style-type: none"><li>any mechanical or electrical defect in the Property Insured</li><li>any sudden and unforeseen failure of any insured boiler or pressure plant</li></ol> (2) The complete severance of a rope (3) The fracturing or distortion of any part of the Property Insured by frost including any resultant loss of cooling, lubricating or insulating oil, refrigerant or brine.
<b>Collapse</b>	The sudden and dangerous distortion of any part of the Property Insured caused by crushing stress by force of steam or fluid pressure.
<b>Damage</b>	Physical loss, destruction or damage.
<b>Excess/Excesses</b>	The amount(s), to be deducted after the application of any Average condition, specified in Your policy or The Schedule which We will deduct from each and every claim arising out of one cause. If more than one Excess is stated in The Schedule the highest amount will apply. You will repay any such amount paid by Us.
<b>Explosion</b>	The sudden and violent rending of Property Insured by force of internal steam or fluid pressure. Explosion does not include <ol style="list-style-type: none"><li>pressure of chemical action</li><li>ignition of the contents of the Property Insured.</li></ol>
<b>Operator Error</b>	Damage to the Property Insured caused by operating error or omission during normal operation by You or any of Your Employees.
<b>Property Insured</b>	All parts of the Items stated in The Schedule. Any item described in The Schedule as a boiler includes the firing apparatus, motors, pumps, fans and dedicated controls. Property Insured does not include <ol style="list-style-type: none"><li>non-metallic or refractory linings</li><li><ol style="list-style-type: none"><li>cutting edges or extrusion heads</li><li>moulds, patterns or dies</li><li>heating elements</li><li>cables, ropes, belts or chains</li></ol>unless these require replacement as a result of Damage for which We have admitted liability</li><li>supporting or enclosing structures, foundations, masonry or brickwork</li><li>underground pipes</li><li>any power unit, used only for road or site mobility, where Damage is caused solely by Breakdown</li><li><ol style="list-style-type: none"><li>vehicles licensed for road use or which require a Certificate of Motor Insurance unless designed or adapted primarily as a tool of trade for the purpose of The Business</li><li>electricity generating equipment not used for the sole purpose of standby to the supply of electricity at The Premises</li><li>data processing, accounting or other office equipment</li><li>spare parts</li></ol>unless specified in The Schedule.</li></ol>

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<b>Sudden and Unforeseen Damage</b>	<p>Sudden and unforeseen Damage consisting of</p> <ol style="list-style-type: none"> <li>(1) Breakdown</li> <li>(2) Collapse</li> <li>(3) Explosion</li> <li>(4) Operator Error</li> </ol> <p>which requires repair or replacement before normal working of the Property Insured can resume.</p>
<b>COVER</b>	<p>We will cover You in respect of Sudden and Unforeseen Damage to the Property Insured at The Premises occurring during the Period of Insurance.</p> <p>The maximum We will pay in respect of any one event or series of events arising out of one occurrence of Damage will be the Sum Insured shown in The Schedule.</p> <p>Plus any additional sums stated by a Clause.</p>
<b>CLAUSES</b>	<b><i>The following clauses apply to the Machinery Damage Section</i></b>
<b>Additional Property Insured</b>	<p>We will cover You in respect of Damage to additional Property Insured of a similar type to that stated in The Schedule provided that You</p> <ol style="list-style-type: none"> <li>(1) tell Us of any additional Property Insured before the end of the current Period of Insurance in which it was acquired and ready for use and pay an agreed additional premium</li> <li>(2) comply with current law for the examination and certification of the Property Insured before it is used.</li> </ol> <p>We will not cover You in respect of</p> <ol style="list-style-type: none"> <li>(1) Property Insured that is unsuitable for its purpose</li> <li>(2) material defects in the additional Property Insured that You are aware of in the additional Property Insured.</li> </ol>
<b>Damage to Surrounding Property - boiler and pressure plant</b>	<p>We will cover You for Damage to Property Insured and other property belonging to You or in Your custody or control arising from Explosion or Collapse of boiler or pressure plant forming part of the Property Insured.</p> <p>The maximum We will pay in respect of any one claim is £250,000.</p>
<b>Debris Removal</b>	<p>We will cover You in respect of costs and expenses necessarily incurred by You with Our consent for removal of debris, dismantling, shoring or propping up of the parts of the Property Insured or other property which have suffered Damage insured by the Machinery Damage Cover under this Section.</p> <p>The maximum We will pay in respect of any one claim is £25,000.</p> <p>We will not provide cover for costs or expenses</p> <ol style="list-style-type: none"> <li>(1) incurred in removing debris from anywhere other than the site of the Damage and the area immediately adjacent to it</li> <li>(2) arising from pollution or contamination of Property Insured or other property not insured by the Machinery Damage Cover under this Section.</li> </ol>
<b>Loss Avoidance Measures</b>	<p>We will cover You in respect of reasonable costs and expenses incurred by You to mitigate Damage to the Property Insured which would otherwise be inevitable provided that</p> <ol style="list-style-type: none"> <li>(1) the impending Damage does not stem from any reasonably foreseeable or gradually developing cause and We are satisfied that Damage has been avoided or mitigated as a result of the measures taken</li> <li>(2) the Policy terms exceptions clause and conditions shall apply as if Damage had occurred.</li> </ol> <p>The maximum We will pay in respect of any one claim is £25,000.</p>
<b>Repair Investigation Costs</b>	<p>We will, at Our option, pay any repair investigation costs and expenses including consulting engineer fees necessarily and reasonably incurred in the repair or replacement of the Property Insured provided Damage has occurred.</p> <p>The maximum We will pay in respect of any one claim is £25,000.</p>

<b>Temporary Hire of Replacement Plant or Machinery</b>	<p>We will cover You in respect of costs and expenses necessarily and reasonably incurred for the temporary hire or rental of replacement plant or machinery following Damage to an item of Property Insured which is insured by the Machinery Breakdown Cover under this Section.</p> <p>The maximum We will pay in respect of any one claim is £25,000.</p> <p>We will not cover You in respect of any hire or rental costs incurred</p> <ol style="list-style-type: none"> <li>(1) in the 48 hours immediately following Damage</li> <li>(2) more than 90 days after the occurrence of the Damage.</li> </ol>
<b>Temporary Removal</b>	<p>We will cover You for Damage to Property Insured whilst temporarily removed from the Premises for a period not exceeding 6 months for the purposes of The Business or for cleaning, renovating or repair.</p> <p>Exception (1) will not apply to this Clause.</p> <p>The maximum We will pay in respect of any one claim for Damage to Property Insured during transit by sea or air is £100,000.</p>
<b>Temporary Repair Costs and Expediting Expenses</b>	<p>We will, at Our option, pay additional costs and expenses incurred in</p> <ol style="list-style-type: none"> <li>(1) making temporary repairs to the Property Insured</li> <li>(2) ensuring the Damage to Property Insured is repaired as soon as possible.</li> </ol> <p>The maximum We will pay in respect of any one claim is £25,000.</p>
<b>Basis of Claim Settlement for the Machinery Damage Cover under this Section</b>	<p>Unless any other alternate Basis of Claim Settlement is stated to apply, where Damage occurs to Property Insured or other property insured by the Machinery Damage Cover under this Section and the Property Insured or other property insured is</p>
<b>Basis of Claim Settlement - Reinstatement</b>	<ol style="list-style-type: none"> <li>(1) lost or destroyed, We will pay for its replacement by similar property in a condition as good as, but not better than, its condition when new.</li> <li>(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.</li> </ol> <p>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.</p> <ol style="list-style-type: none"> <li>(3) We will pay costs necessary to comply with any European Union Legislation, Act of Parliament or Bye laws of any public authority.</li> </ol> <p>We will not pay costs for Damage not insured by the Machinery Damage Cover under this Section, 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, other than foundations (unless foundations are specifically excluded), 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.</p> <p>We will not provide cover if parts necessary for repairs are not available at the manufacturers' listed prices. However, We will pay for the cost of an equivalent repair to similar property for which repairs are available at manufacturers' listed prices.</p> <p>We will not provide cover if</p> <ol style="list-style-type: none"> <li>(1) 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</li> <li>(2) the normal working environment of the Property Insured 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 for The Premises</li> <li>(3) the other property is insured by the Lifted Goods Endorsement or is stock in trade or is in the process of manufacture.</li> </ol> <p>However, the Basis of Claim Settlement - Indemnity will apply.</p>

<b>Basis of Claim Settlement - Indemnity</b>	<p>The basis upon which We will calculate the amount We will pay in respect of any claim will be</p> <ol style="list-style-type: none"> <li>(1) the cost of replacement or repair of the property lost, destroyed or damaged, to a condition as good as, but not better than, its condition immediately prior to the Damage, or at Our option</li> <li>(2) the reduction in value of the Property Insured</li> </ol> <p>unless the Basis of Claim Settlement Reinstatement Clause or any other alternate Basis of Claim Settlement is stated to apply.</p>
<b>CONDITIONS</b>	<p><b><i>The following conditions apply to the Machinery Damage Cover under this Section in addition to the Policy Conditions at the back of this policy.</i></b></p>
<b>Average</b>	<p>In respect of any Item that has a Sum Insured stated against it in The Schedule if at the time of the Damage, the total Sum Insured of all such items is less than 85% of their total current new replacement value, You will be responsible for the difference and bear a proportionate share of the loss.</p>
<b>Our Rights</b>	<p>We may, if Damage occurs which leads to a claim</p> <ol style="list-style-type: none"> <li>(1) enter or take possession of the Building or The Premises</li> <li>(2) take possession of, or require to be delivered to Us, the Property Insured which We will deal with in a reasonable manner without incurring liability or reducing Our rights. We will not pay for any Damage if You, or anyone acting on Your behalf, do not comply with Our requirements or hinder or obstruct Us. You are not entitled to abandon property to Us.</li> </ol>
<b>EXCEPTIONS</b>	<p><b><i>The following exceptions apply to the Machinery Damage Cover under this Section in addition to the Policy Exceptions at the back of this policy.</i></b></p> <p>We will not provide cover for</p> <ol style="list-style-type: none"> <li>(1) Damage caused by or consisting of <ol style="list-style-type: none"> <li>(a) fire, lightning or explosion (except Explosion as defined in the Machinery Damage Cover under this Section)</li> <li>(b) aircraft and other aerial and/or spatial devices or articles dropped from them</li> <li>(c) riot, civil commotion, strikers locked out, workers taking part in labour disturbances</li> <li>(d) earthquake</li> <li>(e) storm, flood or inundation from the sea</li> <li>(f) escape of water from any tank apparatus or pipe</li> <li>(g) subsidence, ground heave or landslip</li> <li>(h) theft or attempted theft</li> </ol> <p>regardless of any other contributory cause.</p> </li> <li>(2) the cost of remedying or repairing <ol style="list-style-type: none"> <li>(a) gradual deterioration or wear and tear</li> <li>(b) gradually developing defects, flaws, deformation, distortion, cracks or partial fractures</li> <li>(c) 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.</li> </ol> <p>However We will cover You for any consequent Damage to Property Insured which is insured by Machinery Damage Cover under this Section.</p> </li> <li>(3) the cost of any maintenance work.</li> <li>(4) Damage caused by the use of more than one crane unless the lifting operation complies fully with the requirements of BS7121 or any other British or International standard which may replace it.</li> <li>(5) any penalty <ol style="list-style-type: none"> <li>(a) for delay or detention</li> <li>(b) in connection with guarantees or performance or efficiency</li> <li>(c) for liquidated damages or consequential loss</li> <li>(d) for liability not specifically provided for by this Machinery Damage Cover under this Section.</li> </ol> </li> </ol>

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**EXCEPTIONS**

*(Continued)*

- (6) Damage to tyres caused by braking or by punctures, cuts or bursts.
- (7) Damage to experimental or prototype Property Insured.
- (8) Damage caused by the chipping of painted surfaces or scratching of any surfaces.
- (9) The Excess stated in The Schedule.
- (10) 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 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.

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 HM 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 meanscaused 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 the Machinery Damage Cover under this Section, the burden of proving that any such Damage is covered under the Machinery Damage Cover under this Section will be upon You.

- (11) (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 cover You in respect of subsequent Damage to the Property Insured caused by or resulting from Defined Contingencies (1) to (11) and (13) which is not otherwise excluded and only where such subsequent Damage is insured by the Machinery Damage Cover under this Section.

- (12) Loss destruction of or damage to property, any loss or expense, any consequential loss or any legal liability, directly or indirectly caused by or contributed to or arising from
  - (a) any test, experiment or routine inspection
  - (b) the imposition of abnormal working conditionsincluding intentional overloading unless occurring without Your knowledge or consent.

This exception does not apply during the application to an item of Property Insured of a load or loads that exceed its safe working load or loads for the purpose of certifying the item in the presence of a competent person approved by Us.

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# BUSINESS INTERRUPTION

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## Definitions

**The following definitions apply to this Section, in addition to the Policy Definitions at the front of this policy, and keep the same meaning wherever they appear in the Section, unless an alternate definition is stated to apply.**

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<b>Damage</b>	Physical loss, destruction or damage.
<b>COVER</b>	<p>We will cover You for any interruption or interference with The Business resulting from Damage to property used by You at The Premises for the purpose of The Business occurring during the Period of Insurance caused by the Contingencies stated in The Schedule.</p> <p>The maximum We will pay in respect of any one claim is</p> <ul style="list-style-type: none"><li>(a) for any Item, the Sum Insured stated in The Schedule</li><li>(b) in aggregate, the Total Sum Insured unless stated otherwise in the Basis of Settlement.</li></ul>
<b>CONTINGENCIES</b>	<ul style="list-style-type: none"><li>(1) Any Damage not excluded by the terms of the Property Damage - All Risks Section of this policy, and</li><li>(2) Damage not otherwise excluded by the terms of the Property Damage - All Risks Section of this policy caused by Defined Contingencies (1) to (12) to<ul style="list-style-type: none"><li>(a) boilers on The Premises</li><li>(b) glass, china, earthenware, marble or other fragile objects</li><li>(c) vehicles licensed for road use including accessories on or attached to them</li><li>(d) caravans or trailers</li><li>(e) railway locomotives or rolling stock</li><li>(f) watercraft or aircraft</li><li>(g) property in the course of construction including materials for use in the construction</li><li>(h) land, roads or pavements, piers, jetties, bridges, culverts or excavations</li><li>(i) livestock</li><li>(j) growing crops or trees.</li></ul></li></ul>
<b>All Risks</b>	
<b>Subsidence</b>	Subsidence or ground heave of the site of The Premises or landslip.
<b>Theft</b>	<ul style="list-style-type: none"><li>(1) Theft or attempted theft, or</li><li>(2) Theft involving violence or threat of violence to You, Your partners, directors or Employees.</li></ul>
<b>CONDITIONS</b>	<b><i>The following conditions apply to this Section in addition to the Policy Conditions at the back of this policy.</i></b>
<b>Alteration</b>	<p>We will not cover You under this Section if</p> <ul style="list-style-type: none"><li>(a) Any Policyholder<ul style="list-style-type: none"><li>(i) agrees a composition or arrangement with creditors, or</li><li>(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</li><li>(iii) has an application made under the Insolvency Act 1986 or any successor act to the court for the appointment of an administrator, or</li><li>(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</li><li>(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.</li></ul></li><li>(b) Your interest ceases otherwise than by Your death.</li></ul> <p>However, We will provide cover if We agree otherwise.</p>

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<b>Claims Procedures</b>	<p>If in relation to any claim You have failed to comply with the following Claims Procedures You will lose Your right to payment for that claim.</p> <p>You must</p> <ol style="list-style-type: none"> <li>(a) take any action reasonably practicable to minimise any interruption of or interference with The Business or to avoid or minimise any Damage</li> <li>(b) at Your expense, provide Us with details of the claim and of any other insurances covering the Damage within 30 days after the expiry of the Indemnity Period or such further time that We may allow and provide Us with books, records and documents We require to assess Your claim</li> <li>(c) repay Us, any payment on account We have already made, if You fail to comply with this condition.</li> </ol>
<b>Index Linking</b>	<p>Where it states in The Schedule that index linking applies, the amounts insured will be adjusted at Renewal in line with any increases in the level of such suitable index or indices as We select.</p> <p>In the event of a reduction in the level of such index or indices We will retain Your existing estimates, unless You advise Us otherwise.</p> <p>These adjustments will continue during the Period of Insurance, period of repair, replacement or reinstatement.</p>
<b>Property Cover</b>	<p>We will not provide cover under this Section unless</p> <ol style="list-style-type: none"> <li>(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</li> <li>(2) payment has been made or liability admitted for such Damage, or 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.</li> </ol>
<b>Subrogation Rights Waiver</b>	<p>In the event of a claim under this Section, We agree to waive any rights, remedies or relief to which We may be entitled by subrogation against</p> <ol style="list-style-type: none"> <li>(1) any company whose relationship to You is either a parent to subsidiary and/or</li> <li>(2) any company which is a subsidiary of a parent company of which You are a subsidiary as defined in the relevant legislation current at the time of the Damage.</li> </ol>
<b>Payments on Account</b>	<p>Claim payments on account may be made to You during the Indemnity Period, if required.</p>
<b>EXCEPTIONS</b>	<p><b><i>The following exceptions apply to this Section in addition to the Policy Exceptions at the back of this policy.</i></b></p> <p>All Risks</p> <p>We will not provide cover for</p> <ol style="list-style-type: none"> <li>(1) Damage to the Property Insured caused by or consisting of <ol style="list-style-type: none"> <li>(a) an existing or hidden defect</li> <li>(b) gradual deterioration or wear and tear</li> <li>(c) frost or change in the water table level</li> <li>(d) faulty or defective design or materials used in its construction</li> <li>(e) faulty or defective workmanship or operating error or omission by You or any of Your Employees</li> </ol> <p>However, We will provide cover for any subsequent Damage which results from a cause not otherwise excluded.</p> </li> <li>(2) Damage to the Property Insured caused by or consisting of <ol style="list-style-type: none"> <li>(a) corrosion, rust, rot, shrinkage, evaporation or loss of weight, dampness or dryness, scratching, vermin or insects, mould or fungus</li> <li>(b) change in temperature, colour, flavour, texture or finish</li> <li>(c) nipple or joint leakage or failure of welds</li> <li>(d) cracking, fracturing, collapse or overheating of a boiler, vessel, machine or apparatus in which internal pressure is due to steam only and any associating piping</li> <li>(e) the Property Insured's own mechanical or electrical breakdown or derangement</li> </ol> <p>However, We will provide cover for Damage not otherwise excluded which results from Defined Contingencies (1) to (12) or any other accidental cause and any subsequent Damage which results from a cause not otherwise excluded.</p> </li> </ol>

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**EXCEPTIONS**

*(Continued)*

- (3) Damage to the Property Insured caused by pollution or contamination  
However, We will provide cover for Damage to the Property Insured not otherwise excluded caused by pollution or contamination which results from Defined Contingencies (1) to (12) or Defined Contingencies (1) to (12) which results from pollution or contamination.
- (4) Damage to the Property Insured caused by
- (a) subsidence, ground heave or landslip unless resulting from fire, explosion, earthquake or escape of water from any tank, apparatus or pipe, or specifically mentioned as insured in The Schedule
  - (b) normal settlement of new structures
  - (c) acts of fraud or dishonesty
  - (d) disappearance, unexplained or inventory shortage, misfiling, misplacing of information or clerical error.
- (5) Damage to any building or structure caused by its own cracking or collapse  
However, We will provide cover for Damage if it results from Defined Contingencies (1) to (12) and is not otherwise excluded.
- (6) Damage to gates, fences or moveable property in the open by wind, rain, hail, sleet or snow, flood or dust  
However, We will provide cover for Damage to such property caused by falling trees which is not otherwise excluded.
- (7) Damage
- (a) to the Property Insured by fire resulting from its undergoing any process involving the application of heat
  - (b) to that portion of the Property Insured caused by its own self ignition, leakage of electricity, short circuiting, or over running
  - (c) resulting from the Property Insured undergoing any process of production or packaging, treatment, testing or commissioning, servicing or repair
- However, We will provide cover for Damage if it is caused by fire or explosion and is not otherwise excluded.
- (8) Damage while any building is Unoccupied caused by escape of water as a result of freezing of any automatic sprinkler in The Premises
- (9) Damage to glass, china, earthenware, marble or other fragile objects, which do not form part of the structure of the Buildings or its fixtures and fittings, unless specifically mentioned as being insured in The Schedule  
However, We will provide cover for Damage if it results from a Defined Contingency and is not otherwise excluded.
- (10) Damage to
- (a) vehicles licensed for road use including accessories on or attached to them, caravans or trailers
  - (b) railway locomotives or rolling stock
  - (c) watercraft or aircraft
  - (d) property in the course of construction including materials for use in the construction
  - (e) land, piers, jetties, bridges, culverts or excavations
  - (f) livestock, growing crops or trees
- However, We will provide cover for property which is specifically stated as being insured in The Schedule and the Damage is not otherwise excluded.
- (11) Damage insured by any marine policy or which would be insured under any marine policy if this policy did not exist  
However, We will provide cover for Damage not otherwise excluded for any sum beyond the amount which would have been payable under the marine policy had the insurance not existed.
- (12) Damage more specifically insured by You or on Your behalf
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**EXCEPTIONS**

*(Continued)*

- (13) 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 HM 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

- (14) (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 cover You in respect of subsequent Damage to the Property Insured caused by or resulting from Defined Contingencies (1) to (11) and (13) which is not otherwise excluded and only where such subsequent Damage is insured by this Section.

- (15) the Excess stated in The Schedule.

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**BUSINESS  
INTERRUPTION -  
EXTENSIONS**

Each Item of Revenue, as insured under this Section, is extended to include interruption or interference with the Business during the Period of Insurance, resulting from

- (1) the Business Interruption Extension, or
- (2) Damage at the premises or situations, or
- (3) Damage to the property

described below, which directly results in a reduction of the Turnover, Revenue, Fees or Rentals as insured by this Section.

The maximum We will pay under each Business Interruption Extension will be

- (a) the Sum Insured or Limit stated in The Schedule, or
- (b) the amount stated within the individual Business Interruption Extension, whichever is the lower.

Each Business Interruption Extension does not apply in respect of any other Business Interruption Extension, or Clause and is inclusive of any amounts payable under the provisions of any other Business Interruption Extension.

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<b>Action by Police, Government or Other Competent Authority</b>	<p>The prevention or restriction of access to, or the 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>The maximum We will pay in respect of any one loss and in the aggregate in any one Period of Insurance is £50,000.</p> <p>The provisions of any Automatic Reinstatement Clause does not apply to this Business Interruption Extension.</p> <p>We will not provide cover for</p> <ol style="list-style-type: none"> <li>(1) any action taken in controlling, preventing or suppressing the spread of any disease</li> <li>(2) any danger or disturbance caused wholly or partly by You, or through Your misconduct, connivance, neglect or omission</li> <li>(3) any interruption or interference lasting less than 72 consecutive hours.</li> </ol>
<p><b>Definitions</b></p> <p>For the purposes of this Business Interruption Extension, the following definitions apply:</p> <p><b>Indemnity Period</b></p> <p>The period during which the results of The Business are affected due to the emergency event starting from the date The Premises are closed or their access prevented or restricted and ending not later than the Maximum Indemnity Period.</p> <p><b>Maximum Indemnity Period</b></p> <p>3 Months</p>	
<b>Alternative Accommodation Expenses</b>	<p>We will provide cover for the cost of reasonable alternative accommodation incurred by a resident steward, manager or owner where their residential unit cannot be lived in or access to them is denied as a result of Damage.</p> <p>The maximum We will pay for any one claim is the lower of 10% of the Total Sum Insured or £25,000.</p>
<b>Essential Personnel</b>	<p>The additional costs and/or expenses You necessarily and reasonably incur solely to prevent or limit a reduction in Turnover (or Revenue, Fees, or Rentals as insured by this Section,) caused by</p> <ol style="list-style-type: none"> <li>(1) Death of any of Your Principals,</li> <li>(2) or total and permanent disablement of any of Your Principals, which prevents them from attending to their normal occupation due to injury caused by accidental and violent means.</li> </ol> <p>The maximum We will pay in respect of any one Period of Insurance is £50,000.</p>
<p><b>Definitions</b></p> <p>The following Definition applies to this Business Interruption Extension.</p> <p><b>Principals</b></p> <p>Any person who is an owner, partner, company director or trustee of The Business.</p>	
<b>Full Failure of Electricity, Gas and/or Water Supply</b>	<p>The accidental failure of Your supply of</p> <ol style="list-style-type: none"> <li>(1) electricity</li> <li>(2) gas</li> <li>(3) water</li> </ol> <p>at the terminal ends of Your supplier's feed at The Premises within the Prescribed Territories which interrupts or interferes with The Business during the Period of Insurance.</p> <p>The maximum We will pay is</p> <ol style="list-style-type: none"> <li>(1) £100,000 in respect of any one claim, and</li> <li>(2) £300,000 in total in respect of all claims in the Period of Insurance, or</li> <li>(3) (i) £50,000 any one loss, and (ii) £100,000 in any one Period of Insurance</li> </ol> <p>in respect of failure resulting from accidental means other than Damage.</p> <p>The Maximum Indemnity Period is 12 months.</p>

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**Full Failure of  
Electricity, Gas  
and/or Water Supply**  
(Continued)

- We will not provide cover for any accidental failure
- (1) caused by the deliberate act of any supplier of
    - (a) electricity
    - (b) gas
    - (c) wateror caused by the exercise by any supplier of (a) - (c) above of its power to withdraw or restrict supply or services
  - (2) caused by any industrial action
  - (3) in respect of water supply only, caused by drought or other weather conditions unless equipment has been damaged
  - (4) lasting less than 4 consecutive hours unless the failure results from Damage to any
    - (a) generating sub-station of Your supplier of electricity
    - (b) land based premises of Your supplier(s) of gas and/or of any natural gas producer directly linked to Your supplier(s) of gas
    - (c) water works and/or pumping station of Your supplier(s) of water within the Prescribed Territories
  - (5) lasting more than 7 consecutive days unless the failure results from Damage to any
    - (a) generating sub-station of Your supplier of electricity
    - (b) land based premises of Your supplier(s) of gas and/or of any natural gas producer directly linked to Your supplier(s) of gas
    - (c) water works and/or pumping station of Your supplier(s) of water within the Prescribed Territories.

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**Full Failure of  
Telecommunications**

The accidental failure of Your supply of telecommunications and internet services at the incoming line terminals or receivers at The Premises in the Prescribed Territories.

The maximum We will pay is

- (1) £100 for each day in respect of any one failure, and
- (2) £2,500 in respect of all failures in any one Period of Insurance.

We will not provide cover for any accidental failure

- (1) caused by the deliberate act of any supplier of telecommunications and Internet services or caused by the exercise of any supplier of telecommunications and internet services power to withdraw or restrict supply or services
- (2) caused by any industrial action
- (3) caused by drought, atmospheric or weather conditions but this will not exclude accidental failure due to Damage to equipment caused by such conditions
- (4) caused by the failure of any satellite
- (5) lasting less than 24 consecutive hours
- (6) lasting more than 7 consecutive days unless the failure results from Damage at any land based premises of Your supplier(s) of telecommunications and internet services in the Prescribed Territories.

**Definitions**

For the purposes of this Business Interruption Extension, 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**

12 months

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**Loss of Attraction - Unspecified**

Damage to Property or Premises within one mile of the boundary of The Premises.

The maximum We will pay in respect of any one loss and in the aggregate in any one Period of Insurance is £50,000.

The provisions of any Automatic Reinstatement Clause do not apply to this Business Interruption Extension.

We will not provide cover for

- (1) any action taken in controlling, preventing or suppressing the spread of any disease
- (2) any danger or disturbance caused wholly or partly by You, or through Your misconduct, connivance, neglect or omission
- (3) any interruption or interference lasting less than 72 consecutive hours.

**Definitions**

For the purposes of this Business Interruption Extension, 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**

3 months

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**Lottery Winners**

The additional costs and/or expenses You incur, including but not limited to, recruitment and additional overtime costs and the cost of employing temporary staff for amounts in excess of permanent full time rates of payment, where an Employee or group of Employees resign from their post(s) within The Business as a direct consequence of them securing a win in a Lottery.

The maximum we will pay in respect of any one loss and in the aggregate in any one Period of Insurance is £50,000.

We will not provide cover unless the Employee or group of Employees resign within 14 days from the date of the successful Lottery win, and the amount won by any one Employee is not less than £100,000.

**Definitions**

For the purposes of this Business Interruption Extension the following definitions apply:

**Indemnity Period**

The period during which The Business results are affected due to an Employee or group of Employees resigning their post(s) within The Business as a direct consequence of them securing a win in a Lottery, starting from the date of the first resignation and ending no later than the Maximum Indemnity Period.

**Maximum Indemnity Period**

1 month.

**Lottery**

UK National Lottery Prize Draws including Scratchcards, UK National Football Pools, Euro Millions Lottery, Irish National Lottery and UK Premium Bond Prize Draws.

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**Prevention of Access** Damage to Property within one mile of the boundary of The Premises and which physically prevents or restricts access to, or use of, The Premises.

The maximum We will pay in respect of any one loss and in the aggregate in any one Period of Insurance is £50,000.

The provisions of any Automatic Reinstatement Clause do not apply to this Business Interruption Extension.

We will not provide cover for

- (1) any action taken in controlling, preventing or suppressing the spread of any disease
- (2) any danger or disturbance caused wholly or partly by You, or through Your misconduct, connivance, neglect or omission
- (3) any interruption or interference lasting less than 72 consecutive hours.

**Definitions**

For the purposes of this Business Interruption Extension, 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**

3 months.

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**Public Relations Expenses** We will pay, following Damage, additional public relations costs and expenses necessary and reasonably incurred with Our consent to maintain the reputation of The Business.

The maximum We will pay in respect of any one loss and in the Period of Insurance is £10,000.

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**Specified Disease, Food Poisoning, Vermin Pests and Defective Sanitation, Murder or Suicide** The restricted use of, or closure of, The Premises on the order or advice of the competent authority following

- (1) a Specified Disease occurring at 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) the discovery of vermin or pests, or any accident causing defects in the drains or other sanitary arrangements, at The Premises
- (5) any occurrence of murder or suicide at The Premises.

The maximum We will pay in the aggregate in respect of any one Period of Insurance is £25,000.

We will not provide cover

- (1) if in relation to any claim arising directly or indirectly from an occurrence of Legionellosis or Legionnaires Disease, You have failed to 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.
- (2) for any costs incurred in cleaning, repair, replacement, recall or checking of property
- (3) for reduction in the turnover, a reduction in Revenue, Fees, or Rentals caused by
  - (a) any occurrence of a Specified Disease not occurring at The Premises
  - (b) food poisoning, vermin, pest, defective sanitation, murder or suicide, not occurring at The Premises
- (4) for any interruption or interference lasting less than 72 consecutive hours.

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**Specified Disease,  
Food Poisoning,  
Vermin Pests and  
Defective Sanitation,  
Murder or Suicide**  
*(Continued)*

**Definitions**

For the purposes of this Business Interruption Extension, 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**

3 months

**Specified Disease**

Any of the following diseases contracted by any person Acute encephalitis, Acute poliomyelitis, Anthrax, Chickenpox, Cholera, Diphtheria, Dysentery, Erysipeloid, Legionellosis, Legionnaires Disease, Leprosy, Leptospirosis, Lyme Disease, Measles, Meningitis, Meningococcal septicaemia, Mumps, Ophthalmia neonatorum, Paratyphoid fever, Puerperal fever, Rabies, Relapsing fevers, Rubella, Scarlet fever, Tetanus, Toxoplasmosis, Tuberculosis, Typhoid fever, Typhus fever, Viral hepatitis or Whooping cough.

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**Unspecified  
Suppliers**

caused by a Contingency insured under this Section, at any premises of Your contracted suppliers of goods and/or services within the Prescribed Territories.

We will not indemnify You in respect of Damage at any premises of suppliers of electricity, gas, water or telecommunications services.

The maximum we will pay is £100,000 in any one Period of Insurance.

**Maximum Indemnity Period**

12 months

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**Workplace Recovery  
Office Facilities**

Damage at The Premises which results in You using such Workplace Recovery Office Facilities or IT Recovery Services for a period lasting more than 24 hours to either avoid or mitigate such interruption or interference with the Business either:

- (1) the current annual contract fee paid or required to be paid by You where You have in place prior to the Damage an external contract for the provision of Workplace Recovery Office Facilities or IT Recovery Services supplied by a disaster recovery services provider, or
- (2) additional costs of any similar replacement Workplace Recovery Office Facilities or IT Recovery Services where You have in place, Your own internal designated Workplace Recovery Office Facilities IT Recovery Services which results in You using, or temporarily losing the use of, Your own internal designated facilities or services.

The maximum We will pay in any one Period of Insurance is £50,000.

**Definitions**

For the purposes of this Business Interruption Extension the following definitions apply

**IT Recovery Services**

Temporary Information Technology facilities.

**Workplace Recovery Office Facility**

Temporary replacement office accommodation and services.

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**ENDORSEMENTS**

*The following Endorsements only apply to this Section if stated in The Schedule.*

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**Loss of Registration Certificate**

We will provide cover, following Loss of Registration Certificate, for either

- (1) (a) reduction in Revenue, and  
(b) increase in cost of working, or
- (2) if You are unable to obtain a Registration Certificate for a period of 12 months and You dispose of The Premises, the reduction in the value of Your interest in The Premises or The Business.

We will pay, for

- (1) (a) reduction in Revenue, the amount by which due to the Loss of Registration Certificate, the Standard Revenue exceeds the actual Revenue during the Indemnity Period, and  
(b) increase in cost of working, any additional expense You necessarily and reasonably incur solely to prevent or limit a reduction in Revenue during the Indemnity Period which but for such additional expense would have taken place due to the Loss of Registration Certificate. However, We will not pay more than the reduction avoided by the expenditure,

less any savings during the Indemnity Period in business charges or expenses, payable out of Revenue, which reduce or cease due to the Loss of Registration Certificate.

We will also pay any costs and expenses, incurred with Our written consent where you appeal against the Loss of Registration Certificate.

- (2) the reduction in the value of Your interest in The Premises or The Business.

The maximum We will pay in respect of any one claim is the Sum Insured stated in The Schedule for Loss of Registration Certificate.

All terms in this Section exclude Value Added Tax to the extent that You are accountable to the Tax Authorities for Value Added Tax and any adjustment made for current cost accounting will be ignored.

**Bank Interest**

If Your bank has an interest stated in The Schedule, the cover provided by this Section is extended to include loss sustained by Your bank resulting from forfeiture of or refusal to renew the Registration Certificate through Your misconduct, connivance, neglect or omission.

Provided that in the event of Your bank becoming aware of any acts or omissions by You, We will be informed.

**Change in Risk**

If in relation to any claim You have failed to comply with any of the following conditions, We will not pay that claim.

You must notify Us in writing immediately that You become aware of

- (1) a change in tenancy or management of The Premises.
- (2) a transfer or proposed transfer of the Registration Certificate.
- (3) a complaint against The Premises or the control of The Premises.
- (4) any action against the Registration Certificate holder, manager or tenant or other occupier of The Premises.
- (5) any breach of the licensing law, or any other matter where the integrity of the person concerned is brought into question.
- (6) objection to renewal of the Registration Certificate or other reasons which could endanger the Registration Certificate or its renewal.

In the event of Loss of Registration Certificate You must inform Us in writing within 24 hours and provide any assistance or information We may request.

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**Loss of Registration Certificate**  
(Continued)

We will not provide cover where

- (1) You can obtain statutory compensation for Loss of Registration Certificate.
- (2) Loss of Registration Certificate arises out of any town or country planning, improvement or redevelopment, any compulsory purchase or surrender, the reduction or redistribution of certificates, a change in the law or there being less than the minimum number of members required by law.

**Definitions**

For the purposes of this Endorsement the following definitions apply.

**Indemnity Period**

The period during which The Business results are affected due to the Loss of Registration Certificate, beginning with the date of the loss and ending no later than the date the Registration Certificate is reinstated, or the date Your interest ceases due to the disposal of The Premises, or the Maximum Indemnity Period whichever is the earlier.

**Loss of Registration Certificate**

Forfeiture due to licensing regulations or the refusal to renew by the licensing authority due to causes beyond Your control.

**Maximum Indemnity Period**

12 months.

**Registration Certificate**

The Registration Certificate or Registration Certificates stated in The Schedule.

**Revenue**

Money paid or payable to You for goods sold or services provided in the course of The Business at The Premises.

**Standard Revenue**

The Revenue during that period in the 12 months immediately before the date of the Loss of Registration Certificate which corresponds with the Indemnity Period.

Standard Revenue may be adjusted to reflect any trends or circumstances which affect The Business before or after the Loss of Registration Certificate and would have affected The Business had the Loss of Registration Certificate not occurred.

The adjusted figures will represent, as near as possible, the results which would have been achieved during the same period had the Loss of Registration Certificate not occurred.

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**Outstanding Debit Balances**

We will pay for loss sustained by You in respect of Outstanding Debit Balances which You are unable to trace or establish as a result of Damage during the Period of Insurance.

The amount payable shall not exceed the total of

- (1) the difference between the Outstanding Debit Balances and the total of the amounts received or traced in respect of such balances
- (2) the additional expenditure incurred with Our consent in tracing and establishing customers' debit balances after the loss

provided that each month You record the total amount outstanding in customers' account and store a copy of the record elsewhere than at The Premises where such record was made.

The maximum We will pay is stated in The Schedule.

If the Sum Insured by this item is less than the Book Debts the amount payable shall be proportionately reduced.

**Definition**

The following definition applies to this Clause.

**Outstanding Debit Balances**

The total declared in the last monthly recorded statement made in accordance with provision stated above, adjusted for

- (1) bad debts
  - (2) amounts debited (or invoiced but not debited) and credited (including credit notes and cash not passed through the books at the time of loss) to customers' accounts in the period between the date to which the total last statement relates and the date of the loss
  - (3) any abnormal condition of trade which had or could have had a material effect on The Business so that the figures represent as near as reasonably practicable results which but for the loss would have obtained at the date of the loss had such loss not occurred.
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# REVENUE SUM INSURED BASIS SPECIFICATION

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<b>ITEM</b>	Revenue Sum Insured stated in The Schedule.
<b>BASIS OF SETTLEMENT</b>	<p>We will cover You only for loss of Revenue due to</p> <ol style="list-style-type: none"><li>(1) reduction in Revenue, and</li><li>(2) increase in cost of working.</li></ol> <p>We will pay, less any savings during the Indemnity Period in business charges or expenses, payable out of Revenue, which reduce or cease due to the Damage,</p> <ol style="list-style-type: none"><li>(1) Revenue, the amount by which, due to the Damage, the Standard Revenue exceeds the Revenue during the Indemnity Period.</li><li>(2) increase in cost of working, any additional expense You necessarily and reasonably incur solely to prevent or limit a reduction in Revenue during the Indemnity Period which but for such additional expenses would have taken place due to the Damage.</li></ol> <p>We will not pay, in respect of (2) above, more than the reduction avoided by the expenditure.</p> <p>If at the time of the Damage the Sum Insured is less than the Annual Revenue, proportionately increased where the Maximum Indemnity Period exceeds 12 months, You will be Your own insurer for the difference and bear a rateable share of the loss.</p>
<b>Notes</b>	<p>All terms in this Section exclude Value Added Tax to the extent that You are accountable to the Tax Authorities for Value Added Tax.</p> <p>Any adjustment made for current cost accounting will be ignored.</p>
<b>CLAUSES</b>	<b><i>The following clauses apply to this Specification.</i></b>
<b>Alternative Premises</b>	The Revenue during the Indemnity Period will include any money paid or payable to You during the Indemnity Period for goods sold or services provided elsewhere than at The Premises.
<b>Auditors and Professional Accountants Fees</b>	<p>We will pay Your auditors' and professional accountants' reasonable charges for</p> <ol style="list-style-type: none"><li>(1) producing information We require for investigating any claim, and</li><li>(2) confirming the information is in accordance with Your business books</li></ol> <p>The maximum We will pay for any claim, including auditors' and professional accountants' charges, is the Sum Insured.</p>
<b>Automatic Reinstatement</b>	<p>The Sums Insured stated in The Schedule will not be reduced by the amount of any claim unless We or You give written notice to the contrary.</p> <p>However, You must pay any additional premium required to reinstate the Sum Insured.</p>
<b>Return Premium</b>	<p>We will allow a return premium for the Period of Insurance where</p> <ol style="list-style-type: none"><li>(1) You provide Us with a professional accountant's declaration of Revenue earned in Your financial year most closely corresponding to that Period of Insurance, and</li><li>(2) the declared figure proportionately increased where the Maximum Indemnity Period exceeds 12 months is less than the Sum Insured.</li></ol> <p>The adjustment will be based on the difference between the declared figure proportionately increased where necessary and the Sum Insured.</p> <p>The maximum We will repay is 50% of the premium paid by You for the Period of Insurance.</p> <p>We will not return premium for any reduction in Revenue which is entirely due to a claim.</p>

<b>DEFINITIONS</b>	<b><i>The following definitions apply to this Specification in addition to the definitions stated in this Section and the Policy Definitions at the front of this policy and keep the same meaning wherever they appear in the Specification.</i></b>
<b>Annual Revenue</b>	The Revenue during the 12 months immediately before the date of the Damage.
<b>Standard Revenue</b>	<p>The Revenue during the 12 months immediately before the date of the Damage which corresponds with the Indemnity Period.</p> <p>Annual Revenue and Standard Revenue may be adjusted to reflect any trends or circumstances which affect The Business before or after the Damage and/or would have affected The Business had the Damage not occurred.</p> <p>The adjusted figures represent as near as possible the results which would have been achieved during the same period had the Damage not occurred.</p>
<b>Indemnity Period</b>	The period during which The Business results are affected due to the Damage, beginning with the date of the Damage and ending not later than the Maximum Indemnity Period.
<b>Maximum Indemnity Period</b>	The number of months stated in The Schedule, unless amended in any Additional Cover or Clause.
<b>Revenue</b>	Money paid or payable to You (our Insured) for services provided in the course of The Business at The Premises.

# CYBER

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## Definitions

**The following definitions apply to this Section and shall keep the same meaning wherever they appear in this Section unless an alternative definition is stated to apply. Policy Definitions can also be found at the front of this document.**

<b>Bad Actor</b>	Any person who has perpetrated or colluded in an act that has directly resulted in a claim under any of the Cyber Covers.
<b>Bodily Injury</b>	Bodily injury including death, illness, disease or nervous shock.
<b>Claims Service Provider</b>	The company appointed by Us to handle Your claim notification.
<b>Compensation</b>	Damages, including interest.
<b>Computer Equipment</b>	<p>Mainframes, personal computers, servers, laptops, handheld computers, smartphones and other equipment including</p> <ol style="list-style-type: none"><li>(1) hard or solid-state drives</li><li>(2) satellite and telecommunications links and computerised telephone exchanges</li><li>(3) electronic access equipment</li><li>(4) Data Storage Materials</li></ol> <p>used for processing, communicating and storing electronic data</p> <p>Excluding</p> <ol style="list-style-type: none"><li>(a) equipment held as stock</li><li>(b) customer's equipment</li><li>(c) items whose primary purpose is surveying, measuring, metering, recording or radio communication.</li></ol> <p>For the purposes of the Data Privacy and Confidentiality Liability cover under this Section, this definition includes the use of any outsourced data processing and storage services under a contract with You.</p>
<b>Corporate Identity Fraud</b>	Fraudulent modification, alteration or theft of Your identity by a Third Party.
<b>Costs and Expenses</b>	<ol style="list-style-type: none"><li>(1) Costs and Expenses incurred with Our written consent</li><li>(2) Any claimant's legal costs for which The Insured is legally liable</li></ol> <p>in connection with any event which is or may be the subject of a claim under this Section.</p>
<b>Cover Limit</b>	The maximum amount We will pay under each cover, as stated in The Schedule.
<b>Cyber Extortion</b>	<p>A demand for payment as a pre-condition to resolving a Virus or Similar Mechanism, Hacking or Denial of Service Attack which, at the time the demand is made:</p> <ol style="list-style-type: none"><li>(1) prevents access to Data, or</li><li>(2) involves a credible threat made against You to<ol style="list-style-type: none"><li>(a) destroy, use or reveal to third parties Personal Data or sensitive business Data, or</li><li>(b) cause Damage to Your Computer Equipment.</li></ol></li></ol>
<b>Cyber Extortionist</b>	Any party committing or being an accessory to a Cyber Extortion.
<b>Cyber Extortion Payment</b>	A payment made by You to a Cyber Extortionist following a Cyber Extortion.
<b>Cyber Operation</b>	The use of any Computer Equipment by, on behalf of, or in support of a sovereign state to disrupt, deny, degrade, exfiltrate, manipulate or destroy any data or Computer Equipment in or of another sovereign state.

<b>Cyber Terrorism</b>	Any act or series of acts or threat thereof of any person or group of persons, whether acting alone or on behalf of or in connection with any organisation through the use of computer systems, to destruct, disrupt or subvert any computer system, computer network, infrastructure, the Internet, the intranet, telecommunications and/or its content, with the intention to cause harm or committed for religious, ideological or political purposes (including, but not limited to, the influencing of any government and/or to put the public in fear).
<b>Damage</b>	Loss, destruction or damage.
<b>Data Protection Regulations</b>	The Data Protection Act 2018 or the General Data Protection Regulation (Regulation (EU) 2016/679) or any Legislation implementing the General Data Protection Regulation, or any previous or any replacement legislation in respect of any of the foregoing.
<b>Data Security Breach</b>	Loss, theft or accidental release of (1) 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 (2) Other Data.
<b>Data Storage Materials</b>	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 Equipment.
<b>Data Subject</b>	An individual who is the subject of Personal Data.
<b>Defined Contingency</b>	Fire, lightning, explosion, aircraft and other aerial and/or spatial devices or articles dropped from them, earthquake, riot, civil commotion, strikers, locked out workers or persons taking part in labour disturbances, storm, flood, escape of water from any tank apparatus or pipe, impact by any road vehicle or animal, theft or attempted theft.
<b>Denial of Service Attack</b>	Any actions or instructions with the ability to damage, interfere with, or otherwise affect the availability of Computer 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.
<b>Designated Official</b>	Any person holding one of the following positions, or equivalent, within a sovereign state (a) Head of government (b) Interior minister (c) Foreign minister (d) Defence minister (e) Official representative of a national intelligence or security service.
<b>Essential Service</b>	A service which is essential for the maintenance of critical societal or economic activities of a sovereign state including but not limited to financial institutions and associated financial market infrastructure, transport network, health services or utility services.
<b>Excess</b>	The amount specified in Your policy or The Schedule which We will deduct from each and every claim. You will repay any such amount paid by Us.
<b>Excess Period</b>	The period measured from the time of the insured event during which We will not be liable for any interruption of or interference with The Business, as stated in The Schedule. Our liability shall exist only for such part of said loss that is incurred for the determined period of interruption or interference in excess of the Excess Period.
<b>External Cyber Crime</b>	Acts of theft, fraud or dishonesty committed by a Third Party with the deliberate intent to cause You loss as a result of (1) Funds Transfer Fraud (2) Social Engineering Fraud (3) the unauthorised use of Your Computer Equipment.
<b>Funds Transfer Fraud</b>	An electronic instruction sent to a financial institution at which You hold an account, instructing it to move a fixed amount out of Your account, without Your Knowledge or consent.



<b>Hacking</b>	Unauthorised access to or malicious use of any computer or other equipment, component, system or item which processes, stores or retrieves data whether Your property or not.
<b>Indemnity Period</b>	The period during which The Business results are affected due to an insured event, beginning with the date of the insured event and ending not later than the Maximum Indemnity Period.
<b>Maximum Indemnity Period</b>	The number of months stated in The Schedule.
<b>On-line Media</b>	Any text, images, videos or sound distributed via Your website, extranet or intranet, social media presence or externally distributed e-mail.
<b>Outsourced Service Provider</b>	Any provider of information technology, data hosting or data processing services to You under contract excluding the supply of gas, electricity, water, telecommunication or internet service.
<b>Personal Data</b>	Data which relates to a natural person who can be identified from that data which is in Your possession.
<b>Personal Injury</b>	Bodily Injury, wrongful arrest, detention or imprisonment, eviction, accusation of shoplifting.
<b>Property</b>	Material property.
<b>Relevant State</b>	Any sovereign state <ul style="list-style-type: none"> <li>(1) in which the Data or Computer Equipment affected by a Cyber Operation is physically located or stored</li> <li>(2) which is a permanent member of the United Nations Security Council</li> <li>(3) which is a member of the Five Eyes intelligence alliance</li> <li>(4) which is a member of the North Atlantic Treaty Organisation.</li> </ul>
<b>Retroactive Date</b>	The date stated in The Schedule.
<b>Revenue</b>	Revenue means the money paid or payable to You for services rendered or goods sold in the course of The Business at The Premises. <p><b>Annual Revenue</b></p> <p>The Revenue during the 12 months immediately before the date of the Damage.</p> <p><b>Standard Revenue</b></p> <p>The Revenue during that period in the 12 months immediately before the date of the Damage which corresponds with the Indemnity Period.</p> <p>Annual Revenue and Standard Revenue may be adjusted to reflect any trends or circumstances which</p> <ul style="list-style-type: none"> <li>(1) affect The Business before or after the Damage</li> <li>(2) would have affected The Business had the Damage not occurred.</li> </ul> <p>The adjusted figure will represent, as near as possible, the results which would have been achieved during the same period had the Damage not occurred.</p>
<b>Reward</b>	Any reward or similar payment paid by You, with Our consent, for information leading to the conviction of a Bad Actor, or for the recovery in whole or in part of a direct financial loss.
<b>Social Engineering Fraud</b>	A Third Party directly or indirectly inducing or deceiving an Employee into delivering, paying or transferring money, securities or insured property by impersonating or falsely claiming to be another person or organisation including, but not limited to, Employees, directors, creditors, clients, law enforcement agencies or financial institutions.
<b>System Failure</b>	Unintentional and unplanned malfunction or outage.
<b>Terrorism</b>	Any act or acts caused or occasioned by any person(s) or group(s) of person(s) or so claimed for political, religious, ideological or similar purposes.
<b>The Defined Territories</b>	Great Britain, Northern Ireland, the Channel Islands, the Isle of Man.

<b>The Insured</b>	<p>(1) You and Your personal representatives in respect of legal liability You incur</p> <p>(2) At Your request, including the personal representatives of these persons</p> <ul style="list-style-type: none"> <li>(a) any director, partner or Employee of Yours</li> <li>(b) the officers, committees and members of Your canteen, social, sports, educational, welfare organisations, first aid, fire, security and ambulance services in their respective capacities as such</li> <li>(c) those who hire plant to You to the extent required by the hiring conditions</li> </ul> <p>for legal liability for which You would have been entitled to cover if the claim had been made against You.</p> <p>Each covered party will be subject to the terms of this Section so far as they apply.</p> <p>The total amount which We will pay will not exceed the Total Cover Limit stated in The Schedule regardless of the number of parties claiming to be covered.</p>
<b>Third Party</b>	<p>Any person who is not</p> <ul style="list-style-type: none"> <li>(1) an employee, equity partner, director or member of Yours or of a subsidiary or a parent or related or group company of Yours</li> <li>(2) working in collusion with an employee, equity partner, director or member of Yours or of a subsidiary or a parent, or related or group company of Yours</li> <li>(3) an external auditor or accountant, insurance intermediary, financial adviser, factor, commission merchant, consignee or other similar agent or representative whose services are employed by You.</li> </ul>
<b>Total Cover Limit</b>	<p>The maximum amount, as stated in The Schedule, which We will pay in any Period of Insurance</p> <ul style="list-style-type: none"> <li>(1) inclusive of Costs and Expenses, in respect of all claims which are both first made against You during the Period of Insurance and notified to Us during the Period of Insurance or within 30 days of the expiry of the Period of Insurance</li> <li>(2) in respect of claims made by You.</li> </ul> <p>All claims arising out of one cause, whether or not all such claims are made against You in the same Period of Insurance, will be treated as one claim at the time the first claim is made.</p> <p>Any claim subsequently arising from any circumstance notified to Us shall be deemed to have been made during the Period of Insurance in which the notice of such circumstances was first received by Us.</p>
<b>Virus or Similar Mechanism</b>	<p>Program code, programming instruction or any set of instructions with the ability to damage, interfere with, or otherwise adversely affect Computer Equipment or Data, whether involving self-replication or not, including, but not limited to trojan horses, worms and logic bombs.</p>
<b>COVER</b>	<p><b><i>This section consists of individual Covers. The Schedule confirms the Covers You have purchased and are insured under and gives precise details of the Limits of Indemnity of Your insurance protection and provides details of the Period of Insurance, Excess and any other limits applying to this section.</i></b></p>
<b>CYBER DATA LOSS Data Security Breach</b>	<p>Where a Data Security Breach has been first discovered during the Period of Insurance, We will cover You for the resulting cost of</p> <ul style="list-style-type: none"> <li>(1) specialist consultants or consulting engineers to <ul style="list-style-type: none"> <li>(a) investigate whether a Data Security Breach has occurred</li> <li>(b) mitigate any on-going loss</li> </ul> </li> <li>(2) External legal advice to manage Your response to the Data Security Breach</li> <li>(3) notifying any <ul style="list-style-type: none"> <li>(a) Data Subject of the Data Security Breach</li> <li>(b) regulatory body of the Data Security Breach</li> </ul> </li> </ul> <p>where You are required to do so by any law or regulation</p>

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**Data Security Breach**

*(Continued)*

- (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 up to 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

provided such costs are necessarily and reasonably incurred with Our consent.

The maximum We will pay in any Period of Insurance will be the Cover Limit subject to the Total Cover Limit stated in The Schedule.

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**VIRUS, HACKING AND DENIAL OF SERVICE ATTACK**

Where a Virus or Similar Mechanism, Hacking or a Denial of Service Attack, which directly affects You or any Outsourced Service Provider, has been first discovered during the Period of Insurance, We will cover You for the resulting cost of

- (1) reinstating, recreating or restoring Your data onto Data Storage Materials
- (2) repairing or replacing Your Computer Equipment including software and programs contained within
- (3) locating and removing a detectable Virus or Similar Mechanism contained in any of Your Computer Equipment

provided such costs are necessarily and reasonably incurred with Our consent.

The maximum We will pay in any Period of Insurance will be the Cover Limit, subject to the Total Cover Limit stated in The Schedule.

We will not cover You for Damage to Computer Equipment software or programs caused by or consisting of a Defined Contingency regardless of any other contributory cause.

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**EXTORTION**

Where a Cyber Extortion is first made during the Period of Insurance We will reimburse You for:

- (1) a Cyber Extortion Payment
- (2) a Cyber Extortion Payment which is stolen before reaching the Cyber Extortionist
- (3) costs necessarily and reasonably incurred by You in order to resolve the Cyber Extortion

provided We determine that it is legally permissible to reimburse any such payment.

The maximum We will pay in any Period of Insurance will be the Cover Limit subject to the Total Cover Limit stated in The Schedule.

We will not cover You for more than one claim arising from the same Cyber Extortionist.

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**BUSINESS INTERRUPTION**

We will cover You for any reduction in Revenue and any increase in the cost of working resulting from interruption to or interference with The Business including any loss of current or future customers caused by damage to Your reputation arising from a;

- (1) Data Security Breach
- (2) Virus or Similar Mechanism, Hacking or a Denial of Service Attack
- (3) Cyber Extortion

which is insured by this Section and first discovered during the Period of Insurance and which directly affects Your Computer Equipment or the Computer Equipment of any Outsourced Service Provider.

The amount We will pay shall be;

- (1) in respect of any reduction in Revenue, the amount by which the Standard Revenue exceeds the actual Revenue during the Indemnity Period;
- (2) in respect of any increase in the cost of working, the additional expenditure including, but not limited to, overtime or additional labour costs required to keep your business trading and provided such costs are necessarily and reasonably incurred for the sole purpose of avoiding or diminishing a reduction in Revenue during the Indemnity Period which but for that expenditure would have taken place.

The maximum We will pay in respect of any increase in cost of working is:

- (a) the reduction avoided by the expenditure; plus
  - (b) a maximum of £25,000
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**BUSINESS  
INTERRUPTION**

*(Continued)*

less any savings during the Indemnity Period in business charges or expenses, payable out of Revenue, which reduce or cease in consequence of the loss or damage.

The maximum We will pay in any Period of Insurance will be the Cover Limit subject to the Total Cover Limit stated in The Schedule.

We will not cover You for interruption to, or interference with, The Business

- (1) lasting less than 8 hours, or
  - (2) during the Excess Period.
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**CYBER CRIME****Telecommunications  
Services**

We will cover the charges payable to Your supplier of Your telecommunications services which have been incurred as a result of unauthorised use of Your telecommunications services, which is first discovered during the Period of Insurance.

The maximum We will pay in any Period of Insurance will be the Cover Limit, subject to the Total Cover Limit stated in The Schedule.

We will not provide cover for

- (1) any costs incurred in respect of unauthorised use of Your telecommunications services
    - (a) by You or Your partners, directors or Employees
    - (b) more than 90 days after the first incident of unauthorised access in respect of which additional costs are incurred
  - (2) costs incurred following the theft of any item of telecommunications equipment.
- 

**EXTERNAL CYBER  
CRIME**

Where an act of theft, fraud or dishonesty committed by a Third Party with the deliberate intent to cause You loss is first discovered during the Period of Insurance, We will cover You for

- (1) financial loss resulting from
  - (a) Funds Transfer Fraud
  - (b) Social Engineering Fraud
  - (c) the unauthorised use of Your Computer Equipment
- (2) costs and professional fees to substantiate the cause and the value of such loss, provided they are necessarily and reasonably incurred.

The maximum We will pay in any Period of Insurance will be the Cover Limit, subject to the Total Cover Limit stated in The Schedule.

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**CYBER LIABILITY****Network Security  
Liability**

We will provide cover to You for Your legal liability to pay Compensation and Costs and Expenses in respect of any claim which is both first made against You during the Period of Insurance and notified to Us during the Period of Insurance or within 30 days of the expiry of the Period of Insurance and which arises as a direct result of

- (1) negligent transmission of a Virus or Similar Mechanism  
or
- (2) Your failure to prevent unauthorised access to or use of Computer Equipment that results in Denial of Service Attack

which results from the use by The Insured of Computer Equipment in connection with The Business within The Defined Territories.

The maximum We will pay in any Period of Insurance will be the Cover Limit subject to the Total Cover Limit stated in The Schedule.

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**DATA PRIVACY AND  
CONFIDENTIALITY  
LIABILITY**

We will provide cover to You for Your legal liability to pay Compensation and Costs and Expenses in respect of any claim which is both first made against You during the Period of Insurance and notified to Us during the Period of Insurance or within 30 days of the expiry of the Period of Insurance and which arises as a direct result of

- (1) breach of confidence in respect of any individual or misuse of any individual's private information or Personal Data
- (2) a breach of Data Protection Regulations resulting in material or non-material damage, caused by loss, unauthorised destruction or disclosure of, or unauthorised access to, Personal Data  
However, where You have a Liability policy already insured with Aviva which contains a Data Protection clause we will not provide cover under (2) for liability under Data Protection Regulations other than arising from unauthorised access to or use of Computer Equipment
- (3) loss, disclosure or destruction of third party confidential commercial information held under an agreement resulting in financial loss

by The Insured in connection with The Business within The Defined Territories.

The maximum We will pay in any Period of Insurance will be the Cover Limit subject to the Total Cover Limit stated in The Schedule.

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**PAYMENT CARD  
INDUSTRY LIABILITY**

Where You have failed to comply with payment card industry data security standards following a Personal Data breach, during the Period of Insurance, We will cover You for costs of

- (1) a payment card industry forensic investigator
- (2) regaining certification
- (3) any associated non-compliance fees or charges
- (4) reissuance of cards

provided such breach resulted from the use by The Insured of Computer Equipment in connection with The Business within The Defined Territories and such costs are necessarily and reasonably incurred by You with Our consent.

The maximum We will pay in any Period of Insurance will be the Cover Limit subject to the Total Cover Limit stated in The Schedule.

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**MULTIMEDIA  
LIABILITY**

We will provide cover to You for your legal liability to pay Compensation and Costs and Expenses in respect of any claim which is both first made against You during the Period of Insurance and notified to Us during the Period of Insurance or within 30 days of the expiry of the Period of Insurance and which arises as a direct result of

- (1) defamation of character, libel or slander
- (2) plagiarism or infringement of any trade mark, registered design or copyright committed or occasioned by The Insured

which results from the use by The Insured of On-line Media in connection with The Business within The Defined Territories.

The maximum We will pay in any Period of Insurance will be the Cover Limit subject to the Total Cover Limit stated in The Schedule.

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**EXCEPTIONS**

***The following Exceptions apply to Network Security Liability, Data Privacy and Confidentiality Liability, Payment Card Industry Liability, Multimedia Liability Cover in addition to the Section Exceptions and the Policy Exceptions at the back of this policy.***

We will not provide cover for:

- (1) any claim made or notified before the Retroactive Date
- (2) any liability assumed by agreement which would not have arisen in the absence of such agreement other than payment card industry data security standards
- (3) any infringement of patents or misappropriation of trade secrets
- (4) any future cost of doing business including but not limited to the value of any licence or royalty fee going forward
- (5) any consequential loss in connection with breach of confidence in respect of any individual or misuse of any individual's private information
- (6) any Virus or Similar Mechanism created or knowingly transmitted by The Insured other than any Virus or Similar Mechanism created or knowingly transmitted by an Employee who is not a director or partner acting intentionally and outside of their scope of authority
- (7) any proceedings or claims relating to Compensation for any Employee. However this exclusion shall not apply to any proceedings or claims relating to any breach of confidence in respect of any Employee or the misuse of any Employee's private information or Personal Data
- (8) liability arising out of Personal Injury or physical loss, destruction or damage to Property.  
For the purposes of the above covers Personal Injury shall also include mental anguish, emotional distress and discrimination. However this exclusion shall not apply in respect of claims for mental anguish or emotional distress arising from defamation or breach of confidence in respect of any individual or misuse of any individual's private information or Personal Data or breach of Data Protection Regulations.
- (9) any actual or alleged breach of competition law, restraint of trade or unfair competition
- (10) any advice, instruction, consultancy, design, formula, specification, inspection, certification or testing performed or provided separately for a fee or under a separate contract
- (11) the carrying out of any work which affects or could affect
  - (a) the navigation, propulsion or safety of any aircraft or other aerial device
  - (b) the safety or operation of nuclear installations
- (12) work in or on and travel to, from or within any offshore accommodation, exploration, drilling or production rig or platform or support vessel

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**CLAUSES**

***The following clauses are applicable to all Cyber Covers***

**Acquisition,  
Establishment or  
Disposal of Another  
Company**

We will automatically extend the cover available under this policy where You establish or acquire a new subsidiary company during the Period of Insurance, provided that the newly established or acquired subsidiary company

- (1) is not registered, and does not have any employees, operations or assets, outside of The Defined Territories, and
  - (2) is not quoted on any stock exchange, and
  - (3) has a gross annual turnover which is less than 10% of Your combined total gross turnover (including, for the avoidance of any doubt, those of any subsidiary company declared to us immediately before the new acquisition or establishment), and
  - (4) has not had any incidents in the past three years which would or could have led to a claim under any of these cyber covers, and
  - (5) carries out business activities which are not materially different to The Business.
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<b>Acquisition, Establishment or Disposal of Another Company</b> <i>(Continued)</i>	<p>Unless automatic coverage applies, as set out above, You must</p> <ol style="list-style-type: none"> <li>(1) give Us written notice of any such new acquisition or establishment as soon as practicable, together with such additional information as We may require, and</li> <li>(2) accept any notified alteration to the terms of this policy, and</li> <li>(3) pay any additional premium required by Us.</li> </ol> <p>Unless otherwise agreed, We will only cover the new subsidiary company under this policy from the date such new subsidiary company was established or acquired by You.</p> <p>In the event of the liquidation or sale of a subsidiary company during the Period of Insurance, We will continue to cover such subsidiary company under this policy during this process but only in respect of claims which are notified to Us while the subsidiary company is part of Your group.</p>
<b>Criminal Reward Fund</b>	<p>We will provide cover to You for a Reward where You have suffered loss arising from</p> <ol style="list-style-type: none"> <li>(1) Data Security Breach</li> <li>(2) Virus or Similar Mechanism, Hacking or a Denial of Service Attack</li> <li>(3) Cyber Extortion</li> <li>(4) External Cyber Crime</li> </ol> <p>provided We determine that it is legally permissible to reimburse any such Reward.</p> <p>The maximum We will pay in respect of this clause is £10,000 any one Period of Insurance and is subject to the Total Cover Limit stated in The Schedule.</p>
<b>Manufacturing and Other Industrial Process</b>	<p>Notwithstanding Exception (4) We will cover You for loss arising from</p> <ol style="list-style-type: none"> <li>(1) Data Security Breach</li> <li>(2) Virus or Similar Mechanism, Hacking or a Denial of Service Attack</li> <li>(3) Cyber Extortion</li> </ol> <p>which affects equipment controlling or monitoring any manufacturing or other industrial process.</p> <p>The maximum We will pay in respect of this clause is £25,000 any one Period of Insurance and is subject to the respective Cover Limit and the Total Cover Limit stated in The Schedule.</p>
<b>Payment for Court Attendance</b>	<p>We will compensate You if, at Our request, You or any director, partner or Employee of Yours attend court as a witness in connection with a claim for which The Insured is entitled to cover.</p> <p>The maximum We will pay, per day, for You or each director, partner or Employee of Yours is £500.</p>
<b>Reputation Management Expenses</b>	<p>Following an incident which has been notified to Us and We have confirmed could result in a claim under this Section, We will cover You for the costs necessarily and reasonably incurred with Our consent for public relations consultants to provide advice to minimise adverse publicity.</p> <p>The maximum We will pay in any one Period of Insurance will be the respective Cover Limit subject to the Total Cover Limit stated in The Schedule.</p>
<b>Resilience Improvements</b>	<p>Where We have made payment for a loss arising from</p> <ol style="list-style-type: none"> <li>(1) Data Security Breach</li> <li>(2) Virus or Similar Mechanism, Hacking or a Denial of Service Attack</li> <li>(3) Cyber Extortion</li> </ol> <p>We will provide cover for additional costs incurred with Our consent during the Period of Insurance for the sole purpose of improving the resilience of Your computer system to prevent a similar future incident.</p> <p>The maximum We will pay in respect of this clause is</p> <ol style="list-style-type: none"> <li>(a) £25,000 any one claim, or</li> <li>(b) 15% of the corresponding claim</li> </ol> <p>whichever is the lower, and</p> <ol style="list-style-type: none"> <li>(c) £100,000 any one Period of Insurance</li> </ol> <p>subject to the Total Cover Limit stated in The Schedule.</p> <p>We will not cover You for</p> <ol style="list-style-type: none"> <li>(1) improvement already planned by You and which were due to be carried out</li> <li>(2) the first 25% of any additional costs.</li> </ol>

***The following clause is applicable to your Data Security Breach cover in this Section***

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**Regulatory Fines and Penalties**

We will cover You in respect of

- (1) any lawfully insurable regulatory fines and penalties imposed on You
- (2) legal costs necessarily and reasonably incurred by You to respond to or defend action taken by a regulatory body

as a result of a breach of Data Protection Regulations arising as a direct result of a Data Security Breach, Virus or Similar Mechanism, Hacking or Denial of Service Attack.

The maximum We will pay in any Period of Insurance will be the Cover Limit subject to the Total Cover Limit stated in The Schedule.

***The following clause is applicable to your Business Interruption cover in this Section***

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**Business Interruption – System Failure**

We will cover You for any reduction in Revenue and any increase in cost of working resulting from interruption or interference with The Business arising from a System Failure of Your Computer Equipment which is first discovered during the Period of Insurance.

The maximum We will pay in respect of this clause is £25,000 any one Period of Insurance and is subject to the Cover Limit and Total Cover Limit stated in The Schedule.

We will not cover You for

- (1) precautionary shutdown of Your Computer Equipment undertaken without Our Consent
- (2) Damage caused by, or consisting of, a Defined Contingency, regardless of any contributory cause
- (3) System Failure of the Computer Equipment of Your customers, suppliers or Outsourced Service Providers
- (4) interruption to, or interference with, The Business
  - (a) lasting less than 8 hours, or
  - (b) during the Excess Period.

***The following clauses are applicable to your External Cyber Crime cover in this Section***

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**Corporate Identity Fraud**

Where Corporate Identity Fraud is first discovered during the Period of Insurance, We will cover You for

- (a) fees, costs and expenses incurred by You in correcting or reinstating any public records following Corporate Identity Fraud. The public records must be held by an official registry or other similar party and relate to Your formation or identity and must be relied upon by investors or vendors to establish Your financial standing or credit worthiness
- (b) legal fees, costs and expenses incurred by You in applying for any legal proceedings against You to be dismissed on the grounds that liability rests with a perpetrator of Corporate Identity Fraud against You, and
- (c) fees, costs and expenses incurred by You in employing the services of a private investigation agency to identify the perpetrator of any Corporate Identity Fraud against You

provided that such fees, costs and expenses are necessary and reasonable.

The maximum We will pay in respect of this clause is £10,000 any one Period of Insurance and is subject to the Cover Limit and the Total Cover Limit stated in The Schedule.

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**Theft of Personal Money**

We will cover You or Your partners, directors or Employees for the loss of personal money from their personal bank account caused by a Third Party gaining unauthorised access to Your computer network.

The maximum We will pay in respect of this clause is £10,000 any one Period of Insurance and is subject to the Cover Limit and the Total Cover Limit stated in The Schedule.

***The following clause is applicable to your Multimedia Liability cover in this Section***

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**Media Removal Costs**

We will pay costs, incurred with Our consent, for the removal of Your On-line Media content which will avoid a claim being made, or mitigate a claim that has been made, against You under the Multimedia Liability cover in this Section.

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<b>CONDITIONS</b>	<b><i>The following Conditions apply to this Section in addition to the Policy Conditions at the back of the policy.</i></b>
<b>Our Rights</b>	<p>We may, if Damage occurs which leads to a claim</p> <ol style="list-style-type: none"> <li>(1) enter the Building or The Premises</li> <li>(2) take possession of, or require to be delivered to Us, the Computer Equipment which We will deal with in a reasonable manner without incurring liability or reducing Our rights.</li> </ol> <p>We will not pay for any Damage if You, or anyone acting on Your behalf, do not comply with Our requirements or hinder or obstruct Us. You are not entitled to abandon property to Us.</p> <p><b><i>If in relation to any claim for Cyber You have failed to fulfil any of the following conditions, We will not pay that claim.</i></b></p>
<b>Access and Passwords</b>	<p>Access to Computer Equipment must be authenticated by the use of individual identification and passwords.</p> <p>Any default or manufacturers' passwords or access codes must be changed and kept secure.</p>
<b>Data Backup</b>	<p>You must maintain adequate backup copies by backing up all data no less frequently than every 7 days. The integrity of any data backup must be validated using operating system routines or checks.</p> <p>Backups must be stored securely and separately from the original data or programs by:</p> <ol style="list-style-type: none"> <li>(a) holding a copy offline, such as backup tape or disconnected service such as a USB device or external hard drive; or</li> <li>(b) using a specific cloud service that is separate from your main network; or</li> <li>(c) replicating to another of your networks that is separated and disconnected from your main network.</li> </ol>
<b>Data Disposal</b>	<p>All Personal Data and other sensitive business Data must only be disposed of in a secure manner by:</p> <ol style="list-style-type: none"> <li>(a) shredding any paper copies</li> <li>(b) ensuring any Computer Equipment has all Data erased before disposal.</li> </ol>
<b>External Cyber Crime</b>	<p>You must</p> <ol style="list-style-type: none"> <li>(a) ensure that partners, directors and Employees are trained in the dangers of Social Engineering Fraud, and keep a record of such training</li> <li>(b) have a documented policy, which states that details of any new payee requests or amended payment instructions are always checked verbally by using details held on file or a published website and do not solely rely on the new instruction. This policy must be accepted by all partners, directors and Employees, with such acceptance recorded.</li> </ol>
<b>Extortion</b>	<p>You must</p> <ol style="list-style-type: none"> <li>(1) on receiving a Cyber Extortion demand immediately notify and comply with the requirements of our Claims Service Provider</li> <li>(2) Telephone 0800 051 4473</li> <li>(3) (where The Business is situated within the United Kingdom) immediately notify Action Fraud of the Cyber Extortion</li> <li>(4) take all reasonable steps to effectively mitigate the Cyber Extortion loss</li> <li>(5) not disclose the existence of the Cyber Extortion Cover save for any disclosure required under applicable law to relevant law enforcement authorities.</li> </ol>
<b>Protection - Firewall</b>	<p>You must ensure that Computer Equipment that is connected to the internet or any other external network is protected against unauthorised access by a suitable firewall and ensure that it is updated at intervals of at least once a month if not automatically and in full and effective operation at the time of a loss.</p>

<b>Protection - Software Updates</b>	<p>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:</p> <ul style="list-style-type: none"> <li>(a) the update fixes vulnerabilities described by the vendor as ‘critical’ or ‘high risk’; or</li> <li>(b) the update addresses vulnerabilities with a Common Vulnerability Scoring System (CVSS) v3 score of 7 or above.</li> </ul>
<b>Protection - Virus or Similar Mechanism</b>	<p>You must install anti-virus software and ensure that it is updated at intervals of at least once a month if not automatically and in full and effective operation at the time of a loss.</p>
<b>Contribution</b>	<p><b><i>Applicable to Virus, Hacking and Denial of Service Attack, Network Security Liability, Privacy and Confidentiality Liability, Payment Card Industry Liability, Multimedia Liability covers.</i></b></p> <p>If the insurance provided by any of the above covers is also covered by another policy (or would be but for the existence of such above cover), We will only provide cover to You for any excess beyond the amount which would be payable under such other insurance had such above cover not been effected.</p>
<b>EXCEPTIONS</b>	<p><b><i>The following Exceptions apply to this Section in addition to the Policy Exceptions at the back of this policy.</i></b></p> <p>We will not provide cover for</p> <ul style="list-style-type: none"> <li>(1) circumstances which, at the inception of this Section, The Insured knew or ought to have known about and which may give rise to a claim</li> <li>(2) any accidental failure of the telecommunications links caused by <ul style="list-style-type: none"> <li>(a) equipment which is not <ul style="list-style-type: none"> <li>(i) properly installed or compatible with the telecommunications services provided by Your telecommunications services supplier</li> <li>(ii) recognised and approved by Your telecommunications services supplier</li> </ul> </li> <li>(b) failure of any satellite <ul style="list-style-type: none"> <li>(i) prior to obtaining its full operating function</li> <li>(ii) while in or beyond the final year of its design life</li> </ul> </li> <li>(c) atmosphere, solar or lunar conditions causing temporary interference with transmission to or from any satellite</li> </ul> </li> <li>(3) any Damage, or the threat thereof, or any consequence 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 <ul style="list-style-type: none"> <li>(a) Terrorism</li> <li>(b) civil commotion in Northern Ireland</li> <li>(c) any action taken in controlling, preventing, suppressing, or in any way relating to (a) and/or (b) above</li> </ul> </li> </ul> <p>In any action, suit or other proceedings where We allege that any Damage, or the threat thereof, or any consequence whatsoever results from 3(a) and/or (3)(b) and/or (3)(c) and is therefore not covered by this Section, the burden of proving that any such Damage, or the threat thereof, or any consequence whatsoever is covered under this Section will be upon You.</p> <p>However We will provide cover for Cyber Terrorism as insured by this Section other than in respect of Damage which results directly from</p> <ul style="list-style-type: none"> <li>(i) fire, explosion, flood, escape of water from any tank, apparatus or pipe (including any sprinkler system),</li> <li>(ii) impact of any aircraft or any aerial devices or articles dropped from them,</li> <li>(iii) impact of any sea-going or water-going vessel or of any vehicle whatsoever or of any goods or cargo carried in or on such vessel or vehicle</li> <li>(iv) 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</li> <li>(v) a Cyber Operation</li> </ul>

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**EXCEPTIONS**

*(Continued)*

- (4) any loss or liability arising from equipment controlling or monitoring
    - (a) any manufacturing or other industrial process
    - (b) any vehicle, aircraft or waterborne vessel  
unless cover is stated to apply in The Schedule
  - (5) Loss, destruction of or damage to property, any loss or expense, any consequential loss or any legal liability, directly or indirectly caused by or contributed to by or arising from
    - (a) any test, experiment or routine inspection
    - (b) the imposition of abnormal working conditions including intentional overloading unless occurring without Your knowledge or consent
  - (6) Damage caused by or contributed to by or arising from
    - (a) disappearance
    - (b) unexplained or inventory shortage
  - (7) any fine, regulatory or statutory payment and/or any liquidated damages, or any amount payable under any penalty clause other than
    - (a) any lawfully insurable regulatory fines and penalties as covered under Regulatory Fines and Penalties clause
    - (b) non-compliance fees as covered under Payment Card Industry Liability Cover]
  - (8)
    - (a) loss of
    - (b) loss of use of
    - (c) inaccessibility of  
data or programs arising from pre-existing faults in or the unsuitability of programs or computer systems software unless caused by Virus, Hacking or Denial of Service Attack
  - (9) consequential loss or Damage except as covered under Business Interruption Cover
  - (10) Damage or interruption to or interference with The Business caused by wear and tear, gradual deterioration due to atmospheric conditions or otherwise, rust, corrosion or oxidisation.  
However We will cover You for any subsequent Damage resulting from such cause not otherwise excluded.
  - (11) any claim brought in a court of law or other tribunal outside The Defined Territories
  - (12) any fraud, dishonesty, insolvency, financial default, conversion, conspiracy, inducement of breach of contract, malicious or illegal act, deceit, intimidation, personal spite, ill will or liability arising out of any intentional or deliberate act or omission by The Insured other than an Employee who is not a director acting intentionally and outside of their scope of authority
  - (13) any Costs and Expenses of criminal prosecution awarded against The Insured
  - (14) unlawful surveillance or any unsolicited communications or unauthorised collection of Data
  - (15) any proceedings or claims brought by a subsidiary, parent or associate company
  - (16) any loss or liability arising directly or indirectly out of any failure, interruption, disturbance, degradation, corruption, impairment or outage of services provided by any utility provider, internet service provider, telecommunications provider, domain name service, certificate authority or content delivery network.  
However, We will cover Your direct losses if such services are under Your direct operational control
  - (17) any loss or liability arising from or to any vehicle licensed for road use or which requires a Certificate of Motor Insurance
  - (18) The Excess  
However the Excess will not apply in respect of initial advice provided by our Cyber Claims Service.
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**EXCEPTIONS**

*(Continued)*

(19) any Excess loss or liability arising directly or indirectly out of a Cyber Operation that has a major detrimental impact on

- (a) the functioning of a sovereign state due to disruption to the availability, integrity or delivery of an Essential Service in that sovereign state; or
- (b) the security or defence of a sovereign state

If a Designated Official of a Relevant State attributes a Cyber Operation to another sovereign state, or asserts that a Cyber Operation has been carried out on behalf of or in support of another sovereign state, then for the purposes of this exception, a Cyber Operation shall be deemed to have taken place, and this exception will apply. A Cyber Operation shall still be deemed to have taken place and this exception will still apply if any other sovereign state, including (without limitation) a Relevant State, contradicts or denies any such attribution or assertion.

In the absence of any such attribution or assertion by a Designated Official of a Relevant State We will be entitled to apply this exception in reliance on any reasonable inference as to the attribution of the Cyber Operation to another sovereign state or to anyone acting on behalf of or in support of another sovereign state.

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# TERRORISM

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<b>DEFINITIONS</b>	
<b>Act of Terrorism</b>	Acts of persons acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of HM Government in the United Kingdom or any other government de jure or de facto.
<b>Computer System</b>	A computer or other equipment or component or system or item which processes stores transmits or receives Data.
<b>Covered Loss</b>	All losses arising under any of the Heads of Cover as a result of damage to or the destruction of Property in the Territory, the proximate cause of which is an Act of Terrorism.
<b>Data</b>	Data of any sort whatever, including without limitation tangible or intangible data, and any programs or software, bandwidth, cryptographic keys, databases, documents, domain names or network addresses or anything similar, files, interfaces, metadata, platforms, processing capability, storage media, transaction gateways, user credentials, websites, or any information whatever.
<b>Denial of Service Attack</b>	Any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability or performance of networks, network services, network connectivity or Computer Systems. Denial of Service Attacks include, but are not limited to, the generation of excess traffic into network addresses, the exploitation of system or network weaknesses, the generation of excess or non-genuine traffic between and amongst networks and the procurement of such actions or instructions by other Computer Systems.
<b>Excess</b>	The amount(s) specified in this Section and The Schedule which We will deduct from each and every claim at each separate location. The amount(s) to be deducted after the application of any Average condition.
<b>Hacking</b>	Unauthorised access to any Computer System, whether Your property or not.
<b>Heads of Cover</b>	Any of the following types of direct insurance cover (1) Buildings and completed structures (2) Other property (3) Business Interruption (4) Book Debts insured under this policy.
<b>Individual</b>	Any person other than (1) a company, association, public body or partnership unless the partnership is not set up for the purpose of a business (2) a sole trader, trustee or body of trustees provided that the property insured is not solely occupied as a private residence of the sole trader or of either a trustee or beneficiary of the trust. If however, the property is a private dwelling house or a self-contained unit insured as part of a block of units (i.e. a block of flats), and is occupied as a private residence by any of the trustee(s) or any beneficiary of the trust, or sole trader(s), it will be considered that the property is insured in the name of the individual (3) a person insuring property which is the subject of a trust or of an executorship of a will unless some part of it is: (a) occupied by a beneficiary or a trustee of the trust in question, or by a beneficiary or an executor of the will in question; or (b) located in premises owned by any such person, (4) an individual insuring property that is of sole commercial use (5) an individual insuring property where the commercially occupied proportion of the property exceeds 20%.  Where two or more persons have arranged insurance on a private residence or private property in their several names, and/or the name of The Policyholder includes the name of a bank, building society or other financial institution for the purpose of noting their interest in the property insured, then such persons will be deemed to be an Individual in respect of that private residence or private property.

<b>Nuclear Installation</b>	<p>Any installation of such class or description as may be prescribed by regulations made by the relevant Secretary of State (or any successor relevant authority) from time to time by statutory instrument, being an installation designed or adapted for</p> <ol style="list-style-type: none"> <li>(1) the production or use of atomic energy;</li> <li>(2) the carrying out of any process which is preparatory or ancillary to the production or use of atomic energy and which involves or is capable of causing the emission of ionising radiations; or</li> <li>(3) the storage, processing or disposal of nuclear fuel or of bulk quantities of other radioactive matter, being matter which has been produced or irradiated in the course of the production or use of nuclear fuel.</li> </ol>
<b>Nuclear Reactor</b>	<p>Any plant (including any machinery, equipment or appliance, whether affixed to land or not) designed or adapted for the production of atomic energy by a fission process in which a controlled chain reaction can be maintained without an additional source of neutrons.</p>
<b>Phishing</b>	<p>Any access or attempted access to Data made by means of misrepresentation or deception.</p>
<b>Property</b>	<p>For the purposes of this Section only, all property whatsoever, but excluding:</p> <ol style="list-style-type: none"> <li>(1) any land or building which is occupied as a private residence or any part thereof which is so occupied, unless <ol style="list-style-type: none"> <li>(a) insured under the same contract of direct insurance as the remainder of the building which is not a private residence or</li> <li>(b) not insured in the name of an Individual</li> </ol> </li> <li>(2) any Nuclear Installation or Nuclear Reactor and all fixtures and fittings situated thereon and attached thereto and all pipes wires cables drains or other conduits or service media of any description which are affixed or connected to or in any way serve such Nuclear Installation or Nuclear Reactor.</li> </ol>
<b>Territory</b>	<p>England and Wales and Scotland (but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987 nor the Channel Islands, the Isle of Man or Northern Ireland).</p>
<b>Treasury</b>	<p>The Lords Commissioners of HM Treasury from time to time or any successor relevant authority.</p>
<b>Virus or Similar Mechanism</b>	<p>Program code, programming instruction or any set of instructions constructed with the purpose and ability, or purposely used, to damage, interfere with, adversely affect, infiltrate or monitor computer programs, Computer Systems, Data or operations, whether involving self-replication or not.</p> <p>The definition of Virus or Similar Mechanism includes but is not limited to trojan horses worms and logic bombs and the exploitation of bugs or vulnerabilities in a computer program to damage, interfere with, adversely affect, infiltrate or monitor as above.</p>
<b>COVER</b>	<p>We will cover You for a Covered Loss during the Period of Insurance subject to the provisions set out below.</p> <p>The maximum We will pay in any one Period of Insurance will not exceed the limit of liability or Sum Insured for each of the Heads of Cover specified in the Section of this policy.</p> <p>In any action, suit or proceedings where We allege that any loss is not covered by this Section, You must prove that the loss is covered.</p> <p>This Section is subject to all the Definitions, Conditions and Clauses of the Sections where the Heads of Cover are insured. If there is conflict between this Section and the rest of the policy, this Section will prevail.</p>

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**CONDITIONS**

- (1) We may cancel the cover provided by this Section by sending You 30 days written notice to Your last known address. We will refund a proportionate part of any premium paid for the unexpired period provided that there has been no
  - (a) claim(s) made under this Section for which We have made a payment or which are still under consideration
  - (b) 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 usduring the current Period of Insurance.

If in relation to any claim You have failed to fulfil any of the following conditions, We will not pay that claim.

You must

- (2) declare to Us all property and/or premises owned by You, or for which You are responsible, and, if applicable, all Business Interruption and Book Debt exposures, including all property and/or premises, Business Interruption and Book Debts of subsidiary companies
- (3) purchase Terrorism cover from a Pool Reinsurance Company Limited member company in respect of all
  - (a) such property and/or premises and
  - (b) such Business Interruption and Book Debtsunless We agree otherwise in writing.

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**EXCEPTIONS**

We will not provide cover for any losses whatsoever

- (1) occasioned by riot, civil commotion, war, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, rebellion, revolution, insurrection or military or usurped power
- (2) unless and until the Treasury issues a certificate certifying the event or events in question to have been an Act of Terrorism, or, in the event of the Treasury refusing to issue such a certificate, a tribunal formed following reference by Pool Reinsurance Company Limited or the Treasury determines the event or events in question to have been an Act of Terrorism.
- (3) directly or indirectly caused by contributed to by or arising from or occasioned by or resulting from
  - (a) damage to or the destruction of any Computer System; or
  - (b) any alteration, modification, distortion, erasure or corruption of Data;

in each case whether Your property or not, where such loss is directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from Virus or Similar Mechanism or Hacking or Phishing or Denial of Service Attack

**Proviso to Exception (3)**

- (1) Covered Loss otherwise falling within Exception (3) will not be treated as excluded by Exception (3) solely to the extent that such Covered Loss:
    - (a) results directly (or, solely as regards (b) (iii) below, indirectly) from
      - (i) fire, explosion, flood, escape of water from any tank, apparatus or pipe (including any sprinkler system),
      - (ii) impact of aircraft or any aerial devices or articles dropped from them,
      - (iii) impact of any sea-going or water-going vessel or of any vehicle whatsoever or of any goods or cargo carried in or on such vessel or vehicle,
      - (iv) destruction of, damage to or movement of buildings or structures, plant or machinery other than any Computer System; and
    - (b) is not proximately caused by an Act of Terrorism in relation to which the relevant organisation or any persons acting on behalf of or in connection with that organisation are controlled by, acting on behalf of or part of any de jure or de facto government of any nation, country or state.
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**EXCEPTIONS**

*(Continued)*

- (2) For the purposes of this Proviso Property shall (additionally to those exclusions in the definition of Property below) exclude
- (a) any money, currency, electronic cryptographic or virtual currency including Bitcoin or anything similar, negotiable or non-negotiable instruments, financial securities or any other financial instrument of any sort whatever, including anything referred to in the definition of “Money” as set out in this policy; and
  - (b) any Data.
- (3) Notwithstanding the exclusion of Data from Property, to the extent that damage to or destruction of Property within the meaning of sub-paragraph (1) (b) above indirectly results from any alteration, modification, distortion, erasure or corruption of Data, because the occurrence of one or more of the matters referred to in sub-paragraph (1) (a) above results directly or indirectly from any alteration, modification, distortion erasure or corruption of Data, that shall not prevent cost or business interruption loss directly resulting from damage to or destruction of such Property and otherwise falling within sub-paragraphs (1) (a) and (1) (b) above from being recoverable under this Section.

In no other circumstances, however, will any loss or losses directly or indirectly caused by, contributed to by or arising from or occasioned by or resulting from any alteration, modification, distortion, erasure or corruption of Data be recoverable under this Section.

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# EMPLOYERS' LIABILITY

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## Definitions

*The following definitions apply to this Section, in addition to the Policy Definitions at the front of this policy and keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.*

<b>Bodily Injury</b>	Bodily injury including death, illness, disease or nervous shock.
<b>Compensation</b>	Damages, including interest.
<b>Costs and Expenses</b>	<ol style="list-style-type: none"><li>(1) Fees for The Insured's legal representation at any Coroner's Inquest or Fatal Accident Inquiry or proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of statutory duty</li><li>(2) Costs and expenses incurred with Our written consent</li><li>(3) Any claimant's legal costs for which The Insured is legally liable in connection with any event which is or may be the subject of indemnity under this Section.</li></ol>
<b>Terrorism</b>	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.
<b>The Defined Territories</b>	Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.
<b>The Insured</b>	<ol style="list-style-type: none"><li>(1) You and Your personal representatives in respect of legal liability You incur</li><li>(2) At Your request, including the personal representatives of these persons<ol style="list-style-type: none"><li>(a) any director, partner or Employee of Yours</li><li>(b) the officers, committees and members of Your canteen, social, sports, educational and welfare organisations, first aid, fire, security and ambulance services in their respective capacities as such</li><li>(c) any principal for whom You are carrying out a contract to the extent required by the contract conditions</li><li>(d) those who hire plant to You to the extent required by the hiring conditions for legal liability for which You would have been entitled to indemnity if the claim had been made against You.</li></ol></li></ol> <p>Each indemnified party will be subject to the terms of this Section so far as they apply.</p> <p>The total amount which We will pay will not exceed The Limit of Indemnity regardless of the number of parties claiming to be indemnified.</p>
<b>The Limit of Indemnity</b>	The maximum amount, stated in The Schedule, including Costs and Expenses, which We will pay in respect of any one claim or series of claims against The Insured arising out of one cause.
<b>The Territorial Limits</b>	<p>Anywhere in the world in connection with The Business conducted by You from premises within The Defined Territories.</p> <p>We will not provide indemnity in respect of Bodily Injury to any Employee engaged by You outside The Defined Territories for the purpose of work by any such Employee outside The Defined Territories.</p>
<b>COVER</b>	<p>We will provide cover to The Insured for legal liability to pay Compensation, Costs and Expenses for Bodily Injury caused during the Period of Insurance to any Employee arising out of and in the course of employment by You in The Business within The Territorial Limits.</p> <p>The maximum We will pay is The Limit of Indemnity.</p>

<b>CLAUSES</b>	<b><i>The following clauses apply to this Section.</i></b>
<b>Additional Activities</b>	<p>The Business includes</p> <ol style="list-style-type: none"> <li>(1) ownership, use and upkeep of Your premises</li> <li>(2) upkeep of vehicles and plant which are owned and used by You</li> <li>(3) canteen, social, sports, educational and welfare organisations for the benefit of any Employee</li> <li>(4) Your first aid, fire, security and ambulance services</li> <li>(5) Your participation in exhibitions</li> <li>(6) private work by any Employee, with Your prior consent, for You or for any director, partner or Employee of Yours.</li> </ol>
<b>Contractual Liability</b>	<p>We will provide cover to The Insured for Bodily Injury imposed on You solely by reason of the terms of any agreement provided that the conduct and control of any claim is vested in Us.</p> <p>We will not provide cover for any agreement for or including the performance of work outside The Defined Territories.</p>
<b>Corporate Manslaughter and Corporate Homicide Act 2007</b>	<p>We will cover You for</p> <ol style="list-style-type: none"> <li>(1) legal fees and expenses, incurred with Our written consent, for defending proceedings, including appeals</li> <li>(2) costs of prosecution awarded against You</li> </ol> <p>which arise from criminal proceedings for any offence as defined in Section 1 of the Corporate Manslaughter and Corporate Homicide Act 2007.</p> <p>We will not provide cover</p> <ol style="list-style-type: none"> <li>(1) unless the proceedings relate to an actual or alleged offence committed during the Period of Insurance within The Defined Territories and in connection with The Business</li> <li>(2) in respect of proceedings which result from any deliberate act or omission by You or which relate to any person other than an Employee</li> <li>(3) in respect of any fines or remedial or publicity orders or any steps required to be taken by such orders</li> <li>(4) where cover is provided by another insurance policy.</li> </ol>
<b>Cross Liabilities</b>	<p>We will provide cover for each party named as The Policyholder in The Schedule as if a separate policy had been issued to each.</p> <p>The total amount payable will not exceed The Limit of Indemnity regardless of the number of parties claiming to be covered.</p>
<b>Health and Safety Legislation</b>	<p>We will provide cover to The Insured for</p> <ol style="list-style-type: none"> <li>(1) legal fees and expenses incurred with Our written consent for defending proceedings, including appeals</li> <li>(2) costs of prosecution awarded against The Insured</li> </ol> <p>which 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.</p> <p>We will not provide cover</p> <ol style="list-style-type: none"> <li>(1) unless the proceedings relate to an actual or alleged act, omission or incident committed during The Period of Insurance within The Defined Territories and in connection with The Business</li> <li>(2) in respect of proceedings which result from any deliberate act or omission by You or which relate to the health and safety of any person other than an Employee</li> <li>(3) where cover is provided by another insurance policy.</li> </ol>
<b>Our Right of Recovery</b>	<p>The cover 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.</p> <p>However, You will repay to Us all sums We would not have been liable to pay but for the provisions of such law.</p>

<b>Payment for Court Attendance</b>	<p>We will compensate You if, at Our request, You, or any director, partner or Employee of Yours, is attending court as a witness in connection with a claim for which The Insured is entitled to cover.</p> <p>The maximum We will pay, per day, for You, each director, partner or Employee is £500 per day.</p>
<b>Unsatisfied Court Judgments</b>	<p>We will, at Your request, pay any Employee or their personal representative, the amount of damages and costs awarded to such person as a result of a judgment which has been obtained for Bodily Injury against any company registered in or any individual domiciled in The Defined Territories and which remain unpaid six months after the date of such judgment.</p> <p>Payment will only be made where</p> <ol style="list-style-type: none"> <li>(1) the Bodily Injury was caused during any Period of Insurance to the Employee arising out of and in the course of employment by You in The Business</li> <li>(2) the judgment was obtained in a court within The Defined Territories</li> <li>(3) there is no appeal outstanding to the judgment</li> <li>(4) the Employee, or his or her personal representative, assigns the judgment debt to Us.</li> </ol>
<b>EXCEPTIONS</b> <i>(Continued)</i>	<p><b><i>The following exceptions apply to this Section in addition to the Policy Exceptions at the back of this policy.</i></b></p> <p>We will not provide cover for</p> <ol style="list-style-type: none"> <li>(1) work in or on and travel to, from or within any offshore       <ol style="list-style-type: none"> <li>(a) accommodation, exploration, drilling or production rig or platform</li> <li>(b) support vessel</li> </ol> </li> <li>(2) Bodily Injury sustained by any Employee when such person is       <ol style="list-style-type: none"> <li>(a) carried in or upon a vehicle</li> <li>(b) entering or getting on to, or alighting from, a vehicle where any road traffic legislation requires insurance or security</li> </ol> </li> <li>(3) liquidated damages, penalty clauses, fines, aggravated, restitutionary, punitive or exemplary damages or any additional damages resulting from the multiplication of compensatory damages or other non-compensatory damages</li> <li>(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       <ol style="list-style-type: none"> <li>(a) Terrorism</li> <li>(b) any action taken in controlling, preventing, suppressing or in any way relating to (a) above except as stated in <b>Special Provision - Terrorism</b> below</li> </ol> <p>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.</p> <p><b>Special Provision - Terrorism</b></p> <p>Subject otherwise to the terms of the policy</p> <p>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.</p> </li> </ol>

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**EXCEPTIONS**

- (5) any consequence resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event
  - (a) 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
  - (b) any action taken in controlling, preventing, suppressing or in any way relating to (a) above except as stated in **Special Provision – War** below.

**Special Provision – War**

Subject otherwise to the terms of the policy

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

- (6) work on or in
    - (a) power stations or nuclear installations/establishments
    - (b) oil, gas or chemical refineries, bulk storage premises and/or production premises
    - (c) aircraft, aerospace systems or hovercraft
    - (d) watercraft other than work, not involving the use of heat, on or in watercraft in docks, harbours, boatyards or inland waterways
    - (e) railways, tramways, airports, aerodromes or any airbase.
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# PUBLIC AND PRODUCTS LIABILITY

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## Definitions

*The following definitions apply to this Section, in addition to the Policy Definitions at the front of this policy and keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.*

<b>Asbestos</b>	Asbestos, asbestos fibres or any derivatives of asbestos.
<b>Bodily Injury</b>	Bodily injury including death, illness, disease or nervous shock.
<b>Compensation</b>	Damages, including interest.
<b>Costs and Expenses</b>	(1) Fees for the Insured's legal representation at any Coroner's Inquest or Fatal Accident Inquiry or proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of statutory duty (2) costs and expenses incurred with Our written consent (3) Any claimants legal costs for which The Insured is legally liable in connection with any event which is or may be the subject of cover under this Section.
<b>Damage</b>	Physical loss, destruction, damage.
<b>Defect</b>	A fault in design or manufacture giving rise to the risk of Bodily Injury and/or Damage to Property resulting from accidental act or omission by You but not where such would not have been regarded by You as a fault if known about at the time of manufacture.
<b>Enforcing Authority</b>	Any government or statutory authority or body implementing or enforcing environmental protection legislation within Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.
<b>Personal Injury</b>	(1) Bodily Injury (2) Wrongful (a) arrest, detention or imprisonment (b) eviction (c) accusation of shoplifting.
<b>Pollution or Contamination</b>	Pollution or contamination of buildings or other structures or of water or land or the atmosphere and all loss, Damage to Property and Bodily Injury directly or indirectly caused by such pollution or contamination.
<b>Products Supplied</b>	Anything which is manufactured, sold, supplied, processed, altered or treated, repaired, serviced or tested, installed, constructed, erected or transported by You or on Your behalf and which is no longer in the custody or control of The Insured.
<b>Property</b>	Material property.
<b>Terrorism</b>	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.
<b>The Defined Territories</b>	Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.
<b>The Excess</b>	The amount(s) specified in Your policy or The Schedule which You will bear. You will repay any such amount paid by Us.

<b>The Insured</b>	<p>(1) You and Your personal representatives in respect of legal liability You incur</p> <p>(2) At Your request, including the personal representatives of these persons</p> <ul style="list-style-type: none"> <li>(a) any director, partner or Employee of Yours</li> <li>(b) the officers, committees and members of Your canteen, social, sports, educational and welfare organisations, first aid, fire, security and ambulance services in their respective capacities as such</li> <li>(c) any principal for whom You are carrying out a contract, to the extent required by the contract conditions</li> <li>(d) those who hire plant to You to the extent required by the hiring conditions</li> </ul> <p>for legal liability for which You would have been entitled to cover if the claim had been made against You.</p> <p>Each covered party will be subject to the terms of this Section so far as they apply.</p> <p>The total amount which We will pay will not exceed The Limit of Indemnity regardless of the number of parties claiming to be covered.</p>
<b>The Limit of Indemnity</b>	<p>The maximum amount, stated in The Schedule, which We will pay in respect of any one event or all events of a series consequent on or attributable to one original cause.</p> <p>In respect of Products Supplied and Pollution or Contamination The Limit of Indemnity will apply to the total of all events happening in any one Period of Insurance.</p>
<b>The Territorial Limits</b>	<p>Anywhere in the world in connection with The Business conducted by You from premises within The Defined Territories.</p>
<b>The Works</b>	<p>All works completed or to be completed by You or on Your behalf including all materials incorporated or to be incorporated, plant, tools, equipment and temporary buildings used, or to be used, for the period during which You are responsible under contract conditions.</p>
<b>COVER</b>	<p>We will provide cover to The Insured for legal liability to pay Compensation, Costs and Expenses for accidental</p> <ul style="list-style-type: none"> <li>(a) Personal Injury</li> <li>(b) Damage to Property</li> <li>(c) obstruction, trespass, nuisance or interference with any right of way, air, light or water which arises in connection with The Business and which happens during the Period of Insurance and within The Territorial Limits.</li> </ul> <p>The maximum We will pay is The Limit of Indemnity and any Costs and Expenses.</p> <p>However, for 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 Limit of Indemnity.</p>
<b>CLAUSES</b>	<b><i>The following clauses apply to this Section.</i></b>
<b>Abuse</b>	<p>We will cover You for Your legal liability to pay Compensation and Costs and Expenses for accidental Bodily Injury which arises as a direct result of Abuse in connection with The Business and which happens during the Period of Insurance within the Territorial Limits.</p> <p>The maximum We will pay for all Losses inclusive of Costs and Expenses in any one Period of Insurance under this clause is £5,000,000. Any payments under this clause will not increase or exceed The Limit of Indemnity.</p> <p>We will not provide cover</p> <ul style="list-style-type: none"> <li>(1) if You have <ul style="list-style-type: none"> <li>(a) authorised or permitted Abuse, and/or</li> <li>(b) disregarded knowledge of Abuse, and/or</li> <li>(c) had actual or constructive knowledge of Abuse and failed to notify a person with specific responsibility for the protection of children or vulnerable adults from Abuse, and/or</li> <li>(d) aided or contributed to or supported Abuse, and/or</li> <li>(e) intentionally or wilfully failed to comply with any procedure regulation or licence designed to protect children or vulnerable adults from Abuse.</li> </ul> </li> </ul>

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## Abuse

(Continued)

- (2) where cover is provided by another insurance policy.
- (3) for the Excess stated in The Schedule.

### Conditions

**The following condition applies to the Abuse clause in addition to the Policy Conditions at the back of this Policy**

#### Abuse Conditions

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

You must ensure

- (1) You implement, adhere to and maintain all written policies and procedures for safeguarding the welfare of any person in Your care against Abuse in accordance with all current applicable law and regulation within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.
- (2) any person working for You or on Your behalf, whether voluntarily or paid, in a role which involves unsupervised access to any person in Your care:
  - (a) has undergone satisfactory Disclosure and Barring Service checks or similar statutory disclosure checks prior to engagement in those duties;
  - (b) undergoes at intervals not exceeding 3 years further satisfactory Disclosure and Barring Service checks or similar statutory disclosure checks;
  - (c) has access to, is acquainted with and receives formal training in Your safeguarding policy and receives at intervals not exceeding 3 years formal update training based upon current best practice;
  - (d) receives formal induction safeguarding training prior to commencement of their duties and is supervised during their probationary service period.
- (3) from the time The Business started or for not less than 30 years (whichever is the later) You have securely retained all relevant employment and engagement applications, references, identity verifications, records of Disclosure and Barring Service checks or similar statutory disclosure checks and all relevant and related paperwork in respect of:
  - (a) Your safeguarding policy, revisions and records of Your safeguarding policy and the training delivered to any person working for You or on Your behalf whether voluntarily or paid, in a role which involves unsupervised access to any person in Your care;
  - (b) any recorded incident or incidents of Abuse including any action taken (such as notifications to the appropriate authorities);
  - (c) any referral, assessment, treatment and/or care plan (including related correspondence) for any person in Your care.

#### Definitions

The following additional or revised definitions apply to the Abuse clause and shall keep the same meaning wherever they appear in this clause unless an alternative definition is stated to apply

#### Abuse

any actual, alleged, attempted or threatened

- (1) act of hurting or injuring mentally, emotionally or physically by maltreatment or ill-use; or
- (2) act of forcing sexual activity, rape, molestation or sexual harassment; or
- (3) incident of offensive or abusive behaviour or racial discrimination or any use of offensive or abusive language whether isolated, continuous, repeated or intermittent.

#### Bodily Injury

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

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**Abuse**

*(Continued)*

**Claim**

any demand for Compensation plus Costs and Expenses made against the Insured by an individual who has suffered Abuse.

**Costs and Expenses**

- (1) fees for the Insured's legal representation at any Coroner's Inquest or Fatal Accident Inquiry or proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of statutory duty
  - (2) costs and expenses incurred with Our written consent
  - (3) any claimants' legal costs for which The Insured is legally liable
- which arise in connection with a Claim.

**Loss**

any isolated, continuous, repeated or intermittent incident or incidents of Abuse by an offender or offenders that are causally connected and give rise to a Claim or a series of Claims under this clause. Where such an incident of Abuse gives rise to more than one Claim and/or is found to be continuous repeated or intermittent over more than one Period of Insurance, all such incidents shall be deemed to have happened on the date on which the first casually connected incident took place.

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**Additional Activities**

The Business includes

- (1) ownership, use and upkeep of Your premises
- (2) upkeep of vehicles and plant which are owned and used by You
- (3) canteen, social, sports, educational and welfare organisations for the benefit of any Employee
- (4) Your first aid, fire, security and ambulance services
- (5) Your participation in exhibitions
- (6) private work by any Employee, with Your prior consent, for You or for any director, partner or Employee.

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**Buildings Temporarily Occupied**

We will provide cover for The Insured for legal liability for accidental Damage to premises (and their contents) temporarily occupied by The Insured for the purpose of carrying out The Business.

We will not provide indemnity in respect of Damage to

- (1) premises and their contents which You own or are loaned, leased, hired or rented to The Insured or any other party who is carrying out work on Your behalf.
- (2) The Works.

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**Care and Treatment Social**

We will provide cover to The Insured for Compensation, Costs and Expenses as a result of accidental Bodily Injury occurring anywhere within The Territorial 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 the Limit of Indemnity stated in The Schedule.

If in relation to any claim You have failed to fulfil any of the following condition, We will not pay that claim.

You must ensure

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

We will not provide cover for legal liability arising from the activities of any nurse prescriber or medical or dental practitioners.

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<b>Consumer Protection Act 1987 and Food Safety Act 1990</b>	<p>We will indemnify The Insured in respect of</p> <ol style="list-style-type: none"> <li>(1) legal fees and expenses, incurred with Our written consent, for defending proceedings, including appeals</li> <li>(2) costs of prosecution awarded against The Insured</li> </ol> <p>which arise from criminal proceedings for any breach of Part II of the Consumer Protection Act 1987 or Part II of the Food Safety Act 1990.</p> <p>We will not provide cover</p> <ol style="list-style-type: none"> <li>(1) unless the proceedings relate to an actual or alleged act, omission or incident committed during the Period of Insurance within The Defined Territories and in connection with The Business</li> <li>(2) for proceedings which result from any deliberate act or omission by You</li> <li>(3) where cover is provided by another insurance policy.</li> </ol>
<b>Contractual Liability</b>	<p>We will provide cover for accidental Bodily Injury or Damage to Property imposed on You solely by reason of the terms of any agreement provided that the conduct and control of any claim is vested in Us.</p> <p>We will not provide cover for any agreement for or including the performance of work outside The Defined Territories.</p>
<b>Corporate Manslaughter and Corporate Homicide Act 2007</b>	<p>We will provide cover for</p> <ol style="list-style-type: none"> <li>(1) legal fees and expenses, incurred with Our written consent, for defending proceedings, including appeals</li> <li>(2) costs of prosecution awarded against You</li> </ol> <p>which arise from criminal proceedings for any offence as defined in Section 1 of the Corporate Manslaughter and Corporate Homicide Act 2007.</p> <p>We will not provide cover</p> <ol style="list-style-type: none"> <li>(1) unless the proceedings relate to an actual or alleged offence committed during the Period of Insurance within The Defined Territories and in connection with The Business</li> <li>(2) in respect of proceedings which result from any deliberate act or omission by You or which relate to any Employee</li> <li>(3) in respect of any fines or remedial or publicity orders or any steps required to be taken by such orders</li> <li>(4) where cover is provided by another insurance policy.</li> </ol>
<b>Cross Liabilities</b>	<p>We will provide cover to each party named as The Policyholder in The Schedule as if a separate policy had been issued to each.</p> <p>The total amount payable will not exceed The Limit of Indemnity regardless of the number of parties claiming to be covered.</p>

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**Data Protection**

We will provide cover for

- (1) legal fees and defence costs
- (2) legal liability for 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

arising from proceedings brought against The Insured under Section 13 of the Data Protection Act 1998 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.

We will not provide cover 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.

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**Defective Premises**

We will provide cover for legal liability for accidental Bodily Injury or Damage to Property arising under the Defective Premises Act 1972 or the Defective Premises (Northern Ireland) Order 1975 or the Defective Premises (Landlord's Liability) Act (Northern Ireland) 2001, in connection with any premises which You previously owned or occupied for the purposes of The Business.

We will not provide cover for the cost of rectifying any defect or alleged defect in such premises.

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**Employees' and Visitors' Personal Belongings**

We will provide cover for legal liability for accidental Damage to Employees' and visitors' vehicles and personal belongings which are in the custody or control of The Insured.

We will not provide cover where Property is

- (1) loaned, leased, hired or rented to The Insured
  - (2) stored for a fee or other consideration by The Insured
  - (3) in the custody or control of The Insured for the purposes of being worked upon.
-

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**Financial  
Loss - Breach of  
Professional Duty  
Extension**

We will provide cover to You for legal liability You incur for Financial Loss as a direct result of any negligent act, negligent error or negligent omission by The Insured which arises in connection with The Business and within The Territorial Limits and where a claim is first made against The Insured during the Period of Insurance and notified to Us in writing as soon as reasonably practicable during the Period of Insurance or within 30 days of its expiry.

The maximum We will pay under this clause, inclusive of Costs and Expenses is

- (1) £25,000 in respect of any one claim; and
- (2) £100,000 in respect of all claims

in any one Period of Insurance.

These amounts form part of and are not in addition to The Limit of Indemnity stated in The Schedule for the Public and Products Liability Section.

**Claims Operation**

All claims made under this clause which arise out of one original cause shall be considered by Us to have been made at the point in time that the first of such claims is notified to Us.

**Exceptions**

**The following exceptions apply to this clause in addition to the Section Exceptions for Public and Products Liability and the Policy Exceptions stated elsewhere in this policy document**

We will not provide cover

- (1) for claims arising from
    - (a) any circumstance notified under any previous insurance policy or any circumstance of which You were aware prior to the inception date of this cover which might reasonably be expected to give rise to a claim
    - (b) any
      - (i) dishonest, fraudulent, criminal, or malicious act or omission
      - (ii) deliberate act or deliberate omissionby You or on Your behalf and which ought to have been known by You given the nature and circumstances of such an act or omission
    - (c) Your insolvency or bankruptcy or financial default
    - (d) Products Supplied by You
    - (e) the passing off or infringement of any trademark, trade name, merchandise mark, registered design, copyright or patent right
    - (f) libel, slander or defamation
    - (g) liability assumed by You under any contract or agreement, and which exists solely due to the terms of such contract or agreement
    - (h) the Data Protection Act 1998 or 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 forgoing
    - (i) the handling of money, accounting, the provision of finance or advice on financial matters
    - (j) any circumstance which commenced prior to the Retroactive Date
  - (2) if cover is provided by another insurance policy
  - (3) for the first £250 of Compensation, Costs and Expenses in respect of each and every claim
-

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**Financial  
Loss - Breach of  
Professional Duty  
Extension**  
(Continued)

**Claims Condition**

**The following Claims Condition is a condition precedent to liability and applies to this clause in addition to the Policy Conditions at the back of this policy. For the purposes of this clause, if there is any other condition relating to claims procedures applying to this to this Public and Products Liability Section which conflicts with this Claims Condition, then the terms of this Claims Condition will prevail. If in relation to any claim You fail to meet the requirements of this Claims Condition, You will lose Your right to cover for that claim.**

- (a) If, during the Period of Insurance, You become aware of any circumstance which may reasonably be expected to give rise to a claim under this clause, You must provide Us with written notice of such circumstance as soon as reasonably practicable within the Period of Insurance or within 30 days of its expiry
- (b) Providing We have been notified in accordance with (a) of this Claims Condition, if a claim or series of claims subsequently arise from such a circumstance, We shall consider that claim or series of claims to have been first made during the Period of Insurance in accordance with the Claims Operation provision of this clause

**Definitions**

**The following additional definitions apply to this clause and shall keep the same meaning wherever they appear in this clause unless an alternative definition is stated to apply**

**Financial Loss**

A pecuniary loss suffered by any party other than The Insured or any Employee and not caused by Personal Injury or Damage to Property.

**Retroactive Date**

The effective date stated in The Schedule for Financial Loss - Breach of Professional Duty

**Variation to Terms**

For the purposes of this clause Section Exception 6 is deleted

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**Health and Safety  
Legislation**

We will provide cover for

- (1) legal fees and expenses incurred with Our written consent for defending proceedings, including appeals
- (2) costs of prosecution awarded against The Insured

which 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 or similar legislation in the Isle of Man or the Channel Islands.

We will not provide cover

- (1) unless the proceedings relate to an actual or alleged act, omission or incident committed during the Period of Insurance within The Defined Territories and in connection with The Business
  - (2) in respect of proceedings which result from any deliberate act or omission by You or which relate to the health and safety of any Employee
  - (3) where indemnity is provided by another insurance policy.
- 

**Hired or Rented  
Premises**

We will provide cover for accidental Damage to premises (including fixtures and fittings) within The Defined Territories which are hired, rented or loaned to The Insured in connection with The Business.

We will not provide cover for

- (1) the first £250 of Compensation, Costs and Expenses in respect of such damage caused other than by fire or explosion
  - (2) liability imposed on The Insured solely by reason of the terms of any hiring or renting agreement
  - (3) Damage caused by fire or any other peril against which any hiring or renting agreement specifies that insurance is taken out by The Insured.
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**Indemnity to Residents**

We will provide cover to any Resident(s) for legal liability to pay Compensation, Costs and Expenses for accidental

- (1) Personal Injury
- (2) Damage to Property
- (3) obstruction, trespass, nuisance or interference with any right of way, air, light or water which arises in in a personal capacity as a Resident and which happens during the Period of Insurance and within The Territorial Limits.

We will not provide cover

- (1) for Damage to Property You own or is loaned, leased, hired or rented to The Insured
  - (2) for Damage to Property owned by the Service User
  - (3) where the Resident does not comply with the terms and Conditions of the Policy
  - (4) where cover is provided by another insurance policy.
- 

**Libel and Slander (In House Publications)**

We will provide cover to The Insured for Compensation, Costs and Expenses as a result of any

- (1) libel in any In House Publication
- (2) slander made in the course of The Business
- (3) infringement of any trademark, registered design, copyright or patent right arising from the contents of any Publication
- (4) slander of title to goods.

This cover only applies to claims made against The Insured during the currency of this Clause or within 12 months of its expiry, provided the cause of the claim occurred while this Clause was in force.

All claims arising out of one cause, whether or not all such claims are made against The Insured in the same Period of Insurance, will be treated as one claim.

The maximum We will pay, inclusive of Costs and Expenses, for any one claim or in any one Period of Insurance is £25,000.

We will not provide cover for

- (1) withdrawing, recalling or replacing any In House Publication
- (2) liability imposed on The Insured solely by reason of the terms of any contract conditions or agreement.
- (3) actions brought in a court of law outside of The Defined Territories
- (4) 10% of each and every claim.

**Definition**

For the purposes of this clause, the following definition applies.

**In House Publication**

Any written material produced in the course of The Business and solely distributed to Employees.

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**Motor Contingent Liability**

We will provide cover for legal liability for accidental Bodily Injury and Damage to Property which arises from any vehicle or trailer attached which is

- (1) not owned or provided by, or loaned, leased, hired or rented to You, and
- (2) being used in connection with The Business in The Defined Territories.

We will not provide cover

- (1) for Damage to the vehicle or trailer or goods carried in or on the vehicle or trailer
  - (2) while the vehicle is being driven by You or any person who, to Your knowledge or that of Your representatives, does not hold a licence to drive the vehicle unless such person has held and is not disqualified from holding or obtaining such a licence
  - (3) where indemnity is provided by another insurance policy.
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**Overseas Personal Liability**

We will provide cover to You and, at Your request, any director, partner or Employee of Yours in respect of legal liability for accidental Bodily Injury or Damage to Property incurred in a personal capacity whilst such persons are temporarily outside The Defined Territories in connection with The Business.

We will also cover any accompanying spouse and children.

Where You are an individual, this indemnity will also apply to Your personal liability whilst away from Your business premises in connection with The Business but within The Defined Territories.

We will not provide cover

- (1) where liability arises from
    - (a) any agreement unless liability would have existed otherwise
    - (b) ownership or occupation of land or buildings
    - (c) the carrying on of any trade or profession
    - (d) ownership, possession or use of wild animals, firearms (other than sporting guns), mechanically propelled vehicles, aircraft or watercraft
  - (2) where indemnity is provided by another insurance policy.
- 

**Payment for Court Attendance**

We will compensate You if, at Our request, You, any director, partner or Employee of Yours, is attending court as a witness in connection with a claim for which The Insured is entitled to indemnity.

The maximum We will pay for

- (1) You, each director or partner is £500 per day.
  - (2) each Employee is £500 per day.
- 

**CONDITIONS**

***The following conditions apply to this Section in addition to the Policy Conditions at the back of this policy.***

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**Care and Risk Management Condition – Social Care**

If in relation to any claim You have failed to fulfil any of the following conditions We will not pay that claim.

You must ensure that

- (1) You adhere to and maintain written policies and procedures in accordance with Regulation 13 of the Health and Social Care Act 2008 (Regulated Activities) Regulations 2014 for safeguarding the welfare of any person in Your care against abuse, assault or molestation
  - (2) any person 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 or similar statutory disclosure checks prior to engagement in those duties
    - (b) undergoes satisfactory Disclosure and Barring Service or similar statutory disclosure rechecks every 3 years
    - (c) has access to, are acquainted with and receive formal training in Your safeguarding policy with formal update training based upon current best practice at intervals not exceeding 3 years
    - (d) receives formal induction safeguarding training prior to commencement of their duties and are supervised during their probationary service period.
  - (3) You securely retain for no less than 30 years employment and engagement applications, references, identity verification, records of Disclosure and Barring Service or similar statutory disclosure checks and related correspondence in respect of
    - (a) Your safeguarding policy, revisions and records of Your safeguarding 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.
    - (d) all referral, assessment, treatment and care plans and related correspondence for any person in Your care.
-

<b>Independent Service Providers</b>	<p>If in relation to any claim You have failed to fulfil any of the following conditions, We will not pay that claim.</p> <p>You must ensure that in connection with the provision of services to Service Users in Your care at The Premises by an Independent Service Provider,</p> <ol style="list-style-type: none"> <li>(1) You obtain evidence they have current policies providing indemnity for Public and Products Liabilities that <ol style="list-style-type: none"> <li>(a) have a Limit of Indemnity of at least £5,000,000</li> <li>(b) cover the work to be undertaken</li> <li>(c) are effective for the duration of the period they will be undertaking any work</li> <li>(d) provide an indemnity to You as principal</li> </ol> and that You keep a written record of their insurer and policy number. </li> <li>(2) You make all reasonable background checks that are appropriate to the service being provided including statutory checks are required by any appropriate regulator, local authority or similar authority with statutory powers.</li> </ol>
<b>Definitions</b>	
For the purposes of this condition, the following definition applies.	
<b>Independent Service Providers</b> <i>(Continued)</i>	<p><b>Independent Service Provider(s)</b></p> <p>Any third party providing services who are not directly employed by You or contracted by the National Health Service.</p>
<b>Sub-Contractors Insurances Condition</b>	<p>If in relation to any claim You have failed to fulfil any of the following conditions, We will not pay that claim.</p> <p>You must ensure, that in connection with any work undertaken by any bona-fide sub-contractors, You obtain evidence they have current policies providing indemnity for Public and Products Liabilities that</p> <ol style="list-style-type: none"> <li>(1) have a Limit of Indemnity of at least £5,000,000</li> <li>(2) cover the work to be undertaken</li> <li>(3) are effective for the duration of the contract</li> <li>(4) provide an indemnity to You as principal</li> </ol> and that You keep a written record of their insurer and policy number.
<b>Suspension of Cover</b>	We may, at any reasonable time, inspect any property and, in the event of any defect or danger being apparent, We may by written notice to You suspend all Our liability that might otherwise arise from such defect or danger.
<b>ADDITIONAL CONDITION</b>	<b><i>The following additional condition applies to this Section only if stated in The Schedule and in addition to the Conditions contained in this Section.</i></b>
<b>Communicable Disease Risk Management Condition</b>	<p>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.</p> <p>You must ensure that</p> <ol style="list-style-type: none"> <li>(1) You follow all relevant government guidance in respect of the admission and care of service users who have contracted, or are suspected of having contracted, any Communicable Disease</li> <li>(2) You implement and follow documented policies, procedures and risk assessments incorporating and adopting all relevant government guidance, such policies, procedures and risk assessments to include without limitation the maintenance of social distancing, shielding, testing, monitoring of asymptomatic service users and isolation procedures for symptomatic service users</li> <li>(3) You regularly review and update Your policies, procedures and risk assessments in accordance with all changes to all relevant government guidance</li> <li>(4) You follow all relevant government guidance applicable to the protection of every person working for You or on Your behalf in any role, whether voluntarily or paid, including but not limited to</li> <li>(5) undertaking daily monitoring for signs of any Communicable Disease symptoms</li> </ol>

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**Communicable  
Disease Risk  
Management  
Condition**  
(Continued)

- (6) providing all appropriate training and personal protective equipment for the undertaking of their role effectively while mitigating the spread of any Communicable Disease
- (7) You fully and contemporaneously document and record compliance with (4) above and retain such records for not less than 30 years.
- (8) You implement a fully documented decontamination process and follow that process whenever there has been any contact with any Communicable Disease
- (9) Where required by legislation, regulation or government guidance You advise Your local Health Protection Team (or any successor body) of any cases or suspected cases of any Communicable Disease and follow their advice on the management and control of any Communicable Disease.

For the purposes of this Section Condition Communicable Disease is defined as:

Any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any mutation or variation thereof, whether deemed living or not, and
- the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
- the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress, or damage to human health, human welfare or property.

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**EXCEPTIONS**

***The following exceptions apply to this Section in addition to the Policy Exceptions at the back of this policy.***

We will not provide cover for

- (1) Personal Injury to any Employee arising out of and in the course of employment by You in The Business
  - (2) the ownership, possession or use by or on behalf of The Insured of any
    - (a) aircraft, aerial device or hovercraft
    - (b) watercraft exceeding eight metres in length
    - (c) motor vehicle, trailer or plant in circumstances where compulsory insurance or security is required by any road traffic legislation other than
      - (i) where described in the Motor Contingent Liability Clause (if applicable)
      - (ii) the loading or unloading of any such vehicle, trailer or plant where indemnity is not provided by another insurance policy
  - (3) Damage to Property
    - (a) which You own or is loaned, leased, hired or rented to The Insured
    - (b) which is held in trust or in the custody or control of The Insured or any other party who is carrying out work on Your behalf  
other than in the circumstances described in the Hired or Rented Premises Clause, the Employees' and Visitors' Personal Belongings Clause or the Buildings Temporarily Occupied Clause.
    - (c) which requires to be insured under the terms of Clause 6.5.1 of the Standard Form of Building Contract issued by the Joint Contracts Tribunal or a clause of similar intent under other contract conditions
  - (4) Damage to or the cost incurred by anyone in repairing, removing, replacing, reapplying, rectifying or reinstating Products Supplied (other than Products Supplied under a separate contract) or The Works
  - (5) recalling or making refunds in respect of Products Supplied or The Works
  - (6) advice, instruction, consultancy, design, formula, specification, inspection, certification or testing performed or provided separately for a fee or under a separate contract
  - (7) the carrying out of any work, or any Products Supplied, which affects or could affect
    - (i) the navigation, propulsion or safety of any aircraft or other aerial device
    - (ii) the safety or operation of nuclear installations.
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**EXCEPTIONS**

*(Continued)*

- (8) Pollution or Contamination other than caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance.
- All Pollution or Contamination which arises out of one incident will be deemed to have happened at the time such incident takes place.
- (9) (a) work in or on and travel to, from or within  
(b) Products Supplied to  
any offshore  
(i) accommodation, exploration, drilling or production rig or platform  
(ii) support vessel
- (10) liquidated damages, penalty clauses, fines or aggravated, restitutionary, punitive or exemplary damages or any additional damages resulting from the multiplication of compensatory damages or other non-compensatory damages
- (11) liability imposed on You solely by reason of the terms of any contract conditions or agreement in connection with Products Supplied
- (12) work on or in  
(a) power stations or nuclear installations/establishments  
(b) oil, gas or chemical refineries, bulk storage and/or production premises  
(c) aircraft, aerospace systems or hovercraft  
(d) watercraft other than work, not involving the use of heat, on or in watercraft in docks, harbours, boatyards or inland waterways  
(e) railways, tramways, airports, aerodromes or airbase
- (13) 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 Terrorism
- 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 (13)(a) and/or (13)(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 (13)(a) and (13)(b) above will 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 Insurance in respect of Products Supplied
- or any other amount specified in the policy for Public and/or Products Liability whichever is the lower.
- (14) the amount of Compensation, Costs and Expenses shown in The Schedule as applying in respect of each and every event resulting in Damage to Property.
- You will reimburse any such amount paid by Us.
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**EXCEPTIONS**

*(Continued)*

- (15) (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 product containing Asbestos.
- (16) 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.
- (17) We will not provide cover for any claim in any way directly or indirectly caused by, resulting from or in connection with any of the following, regardless of any other cause or event contributing concurrently or in any other sequence:
- (a) any Communicable Disease; or
  - (b) any measures taken by any governmental, public or other authority or any other person for the prevention, suppression, mitigation, cleaning or removal of any Communicable Disease; or
  - (c) any fear or threat of any Communicable Disease

For the purposes of this Exception Communicable Disease is defined as:

Any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- (1) the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any mutation or variation thereof, whether deemed living or not, and
- (2) the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
- (3) the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress, or damage to human health, human welfare or property.

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**ENDORSEMENTS**

***This Section is subject to any Endorsements which are stated in The Schedule as applying.***

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**Communicable Disease****Special Provision – Communicable Disease**

Neither Exception 17 (a) nor (b) above shall apply to the Public and Products Liability Section but the maximum Limit of Indemnity We will pay, inclusive of Costs and Expenses, for the purpose of this **Special Provision – Communicable Disease** is limited to

- (a) £12,500 in respect of any one claimant
  - (b) £25,000 in respect of all claimants in any one Period of Insurance.
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# COMMERCIAL LEGAL PROTECTION

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## Definitions

**The following definitions apply to this Section in addition to the Policy Definitions at the front of this policy and keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.**

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<b>Appointed Representative</b>	The Preferred Law Firm or Tax Consultancy or other suitably qualified person, who has been appointed by Us to act on behalf of an Insured Person, or a suitably qualified person chosen by an Insured Person.
<b>Attendance Expenses</b>	<p>The salary or wages of the Insured Person for the time they are off work</p> <p>(a) to attend any arbitration, court or tribunal hearing at Our request</p> <p>(b) as a defendant or while attending jury service.</p> <p>The maximum We will pay is the Insured Person's net salary or wages for the time that they are absent from work, less any amount You, the court or tribunal, have paid them.</p>
<b>Charity Commission</b>	The appropriate body established to register and regulate charities in the part of Great Britain, Northern Ireland, the Isle of Man and the Channel Islands where You are established.
<b>Contingencies</b>	As defined within this Section and as stated as applicable on Your Schedule.
<b>Costs and Expenses</b>	<p>(1) All reasonable and necessary legal, accountancy and tax related costs charged by the Appointed Representative and agreed by Us in accordance with the DAS Standard Terms of Appointment, which are available on request</p> <p>(2) Legal costs which an Insured Person has been ordered to pay by a court or other body which We have agreed to authorise.</p>
<b>DAS Standard Terms of Appointment</b>	The terms and conditions (including the amount We will pay to an Appointed Representative) that apply to the relevant type of claim, which could include a conditional fee agreement (no win, no fee).
<b>Date of Occurrence</b>	<p>(1) In all civil cases (other than Tax Protection), the date of the event that leads to a claim. If there is more than one event arising at different times from the same originating cause, the Date of Occurrence is the date of the first of these events. (This is the date the event happened, which may be before the date You or an Insured Person first became aware of it)</p> <p>(2) In all criminal cases, when the Insured Person first broke or is alleged to have first broken the criminal law in question</p> <p>(3) Tax Enquiries, when HM Revenue and Customs first notifies in writing the intention to make enquiries</p> <p>(4) Employer Compliance and Value Added Tax disputes, when the relevant authority sends an assessment or written decision to You</p> <p>(5) Licence or registration appeals, when You were first notified of the proposal by the relevant licensing or regulatory authority to suspend, alter the terms of, refuse to renew or cancel Your licence, mandatory registration or British Standard Certificate of Registration.</p> <p>(6) For Charity Commission investigations, the date You receive notification from the Charity Commission that they are to conduct an investigation.</p>
<b>Employer Compliance Dispute</b>	A dispute with HM Revenue and Customs concerning Your compliance with Pay As You Earn (PAYE), Social Security, Construction Industry or IR35 legislation and Regulations.
<b>Insured Person</b>	<p>(1) You</p> <p>(2) any director or partner, of Yours</p> <p>(3) any employee of Yours under a contract of employment with You</p> <p>(4) any other person agreed with Us</p>

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<b>Legal Proceedings</b>	<p>Legal action for</p> <ol style="list-style-type: none"> <li>(1) the pursuit or defence of a claim for damages</li> <li>(2) the defence of a criminal prosecution</li> <li>(3) appeal proceedings</li> <li>(4) the pursuit or defence of a claim for specific performance or injunction</li> </ol> <p>dealt with by negotiation or in a court of law, tribunal or arbitration or any other body which We have agreed to or authorised.</p>
<b>Limit of Indemnity</b>	The maximum amount stated in The Schedule which We will pay for Costs and Expenses in respect of any or all claims arising out of one originating cause.
<b>Preferred Law Firm or Tax Consultancy</b>	<p>A law firm, accountancy firm, barristers' chambers or tax expert We choose to provide legal or other services.</p> <p>These specialists are chosen as they have the proven expertise to deal with the Insured Person's claim. They are appointed according to the DAS Standard Terms of Appointment which are available on request.</p>
<b>Prospects of Success</b>	<p>In respect of all civil Legal Proceedings, that it is always more likely than not (at least 51%) that an Insured Person will</p> <ol style="list-style-type: none"> <li>(1) recover damages or obtain any other legal remedy which We have agreed to</li> <li>(2) make a successful defence</li> <li>(3) make a successful appeal or defence of an appeal.</li> </ol> <p>Prospects of success will be assessed by Us or an Appointed Representative on Our behalf.</p> <p>In respect of criminal Legal Proceedings, there is no requirement for there to be prospects of a successful outcome, however for appeals the prospects must be at least 51%.</p>
<b>Tax Enquiry</b>	<p>A written notice of enquiry, issued by HM Revenue and Customs to carry out an Income Tax or Corporation Tax compliance check which either</p> <ol style="list-style-type: none"> <li>(1) includes a request to examine any aspect of Your books and records, or</li> <li>(2) advises of a check of Your whole tax return.</li> </ol>
<b>Territorial Limits</b>	<ol style="list-style-type: none"> <li>(1) For Legal Defence, other than Criminal Prosecution in respect of proceedings under the Health and Safety at Work etc. Act 1974 and Statutory Notice, and Bodily Injury The European Union, Great Britain, Northern Ireland, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey</li> <li>(2) For all other Contingencies Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.</li> </ol>
<b>Value Added Tax (VAT) Dispute</b>	A dispute with HM Revenue and Customs following the issue of an assessment, written decision or notice of a civil penalty relating to Your VAT affairs.
<b>CLAIMS AND HELPLINE</b>	<p>As soon as You are aware of an incident, You should get legal advice from the legal helpline on 0345 300 1899 without delay. Please have Your policy number to hand.</p> <p>If You think that You might need to claim, contact the helpline on 0345 300 1899 and obtain a reference number.</p> <p>The helpline will not be able to tell You if Your claim is covered or not at this stage, but will forward the information You have provided to our claims handling teams and will explain what to do next.</p> <p>A claim form is available to download at <a href="http://www.aviva.co.uk/legalprotection">www.aviva.co.uk/legalprotection</a>.</p> <p>Our claims handling is undertaken by DAS Legal Expenses Insurance Company Limited or such other company as We notify You of from time to time. Our legal helpline is provided by DAS Law Limited and/or a Preferred Law Firm on behalf of DAS.</p> <p>DAS Head and Registered Office: DAS Legal Expenses Insurance Company Limited DAS House, Quay Side, Temple Back, Bristol BS1 6NH Registered in England and Wales, number 103274. Website: <a href="http://www.das.co.uk">www.das.co.uk</a></p>

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**CLAIMS AND  
HELPLINE**

*(Continued)*

DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority  
DAS Law Limited Head and Registered Office:  
DAS Law Limited,  
North Quay, Temple Back, Bristol, BS1 6FL  
Registered in England and Wales, number 5417859. Website: [www.daslaw.co.uk](http://www.daslaw.co.uk)  
DAS Law Limited is authorised and regulated by the Solicitors Regulation Authority. DAS Law Limited is listed on the Financial Conduct Authority register to carry out insurance mediation activity, including the administration of insurance contracts, on behalf of DAS Legal Expenses Insurance Company Limited.

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**COVER**

We will indemnify an Insured Person where specified for any Costs and Expenses and Attendance Expenses incurred in respect of Legal Proceedings following the occurrence of a Contingency stated as applying in The Schedule which arises in connection with The Business provided that

- (1) the Contingency occurs within the Territorial Limits and the Date of Occurrence is within the Period of Insurance
- (2) any Legal Proceedings take place within the Territorial Limits
- (3) Prospects of Success exist for the duration of the claim
- (4) in respect of any appeal or defence of an appeal, it has been reported to Us within the time limits allowed that You wish to appeal. We must agree that Prospects of Success exist before We will agree to pay any Costs and Expenses
- (5) the maximum We will pay is the Limit of Indemnity
- (6) You must report an incident to Us as soon as possible and in any event no later than 180 days after the date the Insured Person knew or should have known about the incident
- (7) in respect of an enforcement of judgment to recover money and interest due to You after a successful claim under this Section, We must agree that Prospects of Success exist
- (8) if an award of damages is the only legal remedy to a dispute and the cost of pursuing legal action is likely to be more than the award of damages, the maximum We will pay in Costs and Expenses is the value of the likely award.

We will not pay for any costs that fall outside the DAS Standard Terms of Appointment if You decide not to use the services of a Preferred Law Firm or Tax Consultancy.

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**CONTINGENCIES****Employment  
Disputes**  
*(Continued)*

We will represent You in defending Your legal rights

- (1) following any request by ACAS to take part in the Early Conciliation service
- (2) prior to the issue of Legal Proceedings in a court or tribunal in respect of any dispute with a former Insured Person
- (3) in the resolution of unfair dismissal or flexible working disputes under the ACAS Arbitration Scheme
- (4) in Legal Proceedings in respect of any dispute with
  - (a) an Insured Person or former Insured Person which arises out of, or relates to, a contract of employment with You
  - (b) an Insured Person, a former Insured Person or a prospective Insured Person arising from an alleged breach of their statutory rights under employment legislation.

We will not provide indemnity for any claim in respect of damages for personal injury or loss of or physical damage to material property.

**Employment Compensation Awards**

We will pay

- (1) any basic and compensatory award
- (2) an order for compensation following a breach of Your statutory duties under employment legislation

which You are ordered to pay by a tribunal or through the ACAS Arbitration Scheme, under a judgment made after full argument and approved by Us in writing in respect of a claim We have accepted under Employment Disputes.

The maximum amount We will pay in respect of compensation awards in any one Period of Insurance is as stated in the schedule.

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**Employment  
Disputes**  
(Continued)

We will not provide indemnity in respect of

- (1) non payment of money due under the relevant contract of employment or related statutory provision
- (2) any compensation award related to
  - (a) trade union activities, trade union membership or non-membership
  - (b) health & safety related dismissals brought under section 44 of the Employment Rights Act 1996
  - (c) statutory rights in relation to trustees of occupational pension schemes
- (3) any award ordered as a result of a breach of National Minimum Wage legislation
- (4) any compensation award or increase in compensation award ordered by the tribunal for failure to comply with a recommendation it has made including non-compliance with a reinstatement order or re-engagement order
- (5) any settlement through the ACAS Early Conciliation service where the Insured Person is employed by You and no legal proceedings have been issued.

**Conditions to Employment Compensation Awards**

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

- (1) Performance and/or conduct

In cases relating to performance and/or conduct, You have throughout the dispute either

- (a) followed the ACAS Code of Disciplinary and Grievance Procedures (or any replacement thereof) as prepared by the Advisory Conciliation and Arbitration Service

or

- (b) followed equivalent codes of practice issued by the Labour Relations Agency in Northern Ireland

or

- (c) sought and followed the advice from Our 24 hour legal helpline (0345 300 1899)

- (2) Unlawful Discrimination

In respect of an order of compensation following a breach of Your statutory duties under employment legislation You have throughout the dispute sought and followed the advice of Our 24 hour legal helpline since the date You knew or should have known about the employment dispute (0345 300 1899)

- (3) Redundancy

In respect of any compensation award for

- (a) redundancy
- (b) alleged redundancy
- (c) unfair selection for redundancy

You must have sought and followed the advice of Our 24 hour legal helpline before starting any redundancy process or procedure (0345 300 1899)

- (4) Compensation Awards

In respect of any compensation awards, such compensation award

- (a) is awarded by a tribunal or through the ACAS Arbitration Scheme, under a judgment made after full argument, and
- (b) is approved by Us in writing.

**Service Occupancy**

We will negotiate for Your legal rights against an Insured Person or former Insured Person to recover possession of premises owned by You, or for which You are responsible.

We will not indemnify You in respect of any claim relating to defending Your legal rights other than defending a counter claim.

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## Legal Defence

### **Criminal Prosecution**

We will defend an Insured Person

- (1) prior to the issue of Legal Proceedings when dealing with the
  - (a) Police  
and/or
  - (b) Health and Safety Executive and/or Local Authority Health and Safety Enforcement Officerwhere it is alleged the Insured Person has or may have committed a criminal offence
- (2) following an event which leads to the Insured Person being prosecuted in a court of criminal jurisdiction

provided that in respect of proceedings under the Health and Safety at Work etc Act 1974, the Territorial Limits shall be all territories in which the Act applies.

We will not provide indemnity in respect of any claim which leads to the Insured Person being prosecuted for infringement of road traffic laws or regulations in connection with the ownership, driving or use of a motor vehicle.

### **Data Protection**

We will

- (1) (a) defend the legal rights of an Insured Person following civil action taken against the Insured Person for compensation
  - (b) also pay any compensation award made against the Insured Person under Section 13 of the Data Protection Act 1998 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 provided that You are registered with the Information Commissioner at the time of the incident giving rise to the action.
- (2) represent You in appealing against the refusal of the Information Commissioner to register Your application for registration.

### **Wrongful Arrest**

We will defend Your legal rights if civil action is taken against You by a third party who has been wrongfully arrested following an accusation of theft made by an Insured Person and which is alleged to have been carried out during the Period of Insurance.

### **Employee Civil Legal Defence**

At Your request We will defend the legal rights of an Insured Person (other than You) if

- (1) an event arising from their work as an Insured Person leads to civil action being taken against them under legislation for unlawful discrimination
- (2) civil action is being taken against them as a trustee of a pension fund set up for the benefit of Your employees.

### **Statutory Notice**

At Your request We will represent the Insured Person in appealing against the imposition or terms of Statutory Notice issued under legislation affecting The Business.

### **Jury Service**

We will pay the Attendance Expenses of an Insured Person for jury service.

### **Disciplinary Hearings**

We will defend an Insured Person if an event results in a disciplinary case being brought against an Insured Person by a regulatory authority or professional body.

We will not provide indemnity in respect of any claim which leads to the Insured Person being prosecuted for infringement of road traffic laws or regulations in connection with the ownership, driving or use of a motor vehicle.

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## Property Protection

Please note:

- (1) *In England, Scotland and Wales, squatting in residential properties is a criminal offence and you should contact the police for assistance*
- (2) *You must have established the legal ownership or right to the land that is the subject of the dispute.*

We will represent an Insured Person in any Legal Proceedings for civil action relating to material property which is owned by You, or for which You are responsible, following

- (1) any event which causes or could cause physical damage or loss to such material property
- (2) any legal nuisance (meaning any unlawful interference with Your use or enjoyment of Your land, or some right over, or in connection with it) or trespass including the eviction of squatters or any person occupying premises owned by You or for which You are responsible.

We will not indemnify You in respect of any claim relating to

- (1) a contract entered into by You other than a leasehold agreement
- (2) tenancy disputes
- (3) goods
  - (a) in transit
  - (b) lent or hired out
  - (c) at premises You do not occupy unless for
    - (i) installation
    - or
    - (ii) use in work to be carried out by You
- (4) mining subsidence
- (5) a motor vehicle whilst being driven by an Insured Person
- (6) defending Your legal rights, but We will cover defending a counter-claim
- (7) the enforcement of a covenant by or against You.

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## Bodily Injury

We will pursue the legal rights of an Insured Person and/or family member accompanying such Insured Person, following an event which causes the death of, or bodily injury, to such Insured Person and/or family member.

We will not provide indemnity in respect of any claim relating to

- (1) any illness or bodily injury which develops gradually or is not caused by a specific or sudden incident e.g. repetitive strain injury
  - (2) the defence of the legal rights of an Insured Person and/or family member other than defending a counter claim
  - (3) an Insured Person's injury or death in a motor vehicle whilst being driven by an Insured Person or their family members.
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**Tax Protection and  
Charity Commission  
Investigations**

Please note we will only cover tax claims which arise in direct connection with the activities of the business shown in the schedule

We will represent You in any investigations and/or appeal proceedings in respect of

- (1) a Tax Enquiry
- (2) an Employer Compliance Dispute
- (3) a VAT Dispute
- (4) an investigation carried out by the Charity Commission into Your business accounts.

**Condition to Tax Protection**

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

**Reasonable Care**

You must have taken reasonable care to ensure that all returns are complete and correct and such returns are submitted within the statutory time limits allowed.

We will not provide indemnity

- (1) in respect of any claim caused by Your failure to register for VAT and/or PAYE
- (2) in respect of any claim arising from any investigations or enquiries undertaken by HM Revenue and Customs Special Investigation Section, Special Civil Investigations, Criminal Investigation Unit, Criminal Taxes Unit, under Public Notice 160 or by the Revenue & Customs Prosecution Office
- (3) in respect of any claim arising from any investigations or enquiry by HM Revenue and Customs into any alleged dishonesty or any alleged criminal offences
- (4) in respect of any claim arising from a tax avoidance scheme
- (5) in respect of any claim relating to import or export duties and import VAT.

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**Statutory Licence  
Protection**

We will represent You in appealing to the relevant statutory or regulatory authority, court, or tribunal following an event which results in the relevant licensing or regulatory authority suspending, or altering the terms of, or refusing to renew, or cancelling Your licence, mandatory registration or British Standard Certificate of Registration.

We will not provide indemnity in respect of

- (1) an original application or application for renewal of a statutory licence, mandatory registration or British Standard Certificate of Registration
- (2) any licence appeal relating to the ownership, driving or use of a motor vehicle.

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**Debt Recovery**

We will negotiate for Your legal rights including enforcement of judgment to recover money and interest due from the sale or provision of goods or services provided that

- (1) the amount in dispute exceeds £250
- (2) You have exhausted all reasonable credit control and accounting procedures
- (3) We have the right to select the method of enforcement or to forego enforcing judgment if We are not satisfied that there are, or will be, sufficient assets available to satisfy judgment
- (4) You supply the correct and current name and address of the debtor
- (5) a claim for debt recovery under this Contingency is made within 90 days of the money becoming due and payable.

We will not provide indemnity in respect of

- (1) any claim relating to
    - (a) the settlement payable under an insurance policy
    - (b) a lease, licence or tenancy of land or buildings
    - (c) a loan, mortgage, pension, guarantee or any other financial product and choses in action
    - (d) a motor vehicle owned by, hired or leased to You other than agreements relating to the sale of motor vehicles where You are engaged in the business of selling motor vehicles
  - (2) a dispute relating to computer hardware, software, systems or services which have been specifically tailored
  - (3) the recovery of money and interest due from another party where the other party intimates that a defence exists.
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**Contract Disputes**

We will represent You in any Legal Proceedings for civil action relating to a contractual dispute arising from an agreement or alleged agreement which has been entered into by You or on Your behalf for the

- (1) sale
- (2) provision
- (3) purchase
- (4) hire

of goods or of services provided that

- (a) the amount in dispute exceeds £250
- (b) if the amount in dispute is payable by instalments, the instalments due and payable at the time of making the claim exceed £250
- (c) if the dispute relates to money owed to You, a claim must be made within 90 days of the money becoming due and payable.
- (d) the amount in dispute does not exceed the maximum amount shown in The Schedule.

We will not provide indemnity in respect of

- (1) any claim relating to
  - (a) the cover, claims process or settlement payable under an insurance policy
  - (b) a lease, licence or tenancy of land or buildings other than a dispute with a professional adviser in connection with the drafting of a lease, licence or tenancy agreement
  - (c) a loan, mortgage, pension, guarantee or any other financial product and choses in action
  - (d) a motor vehicle owned by, hired or leased to You other than agreements relating to the sale of motor vehicles where You are engaged in the business of selling motor vehicles
- (2) a dispute with an Insured Person or former Insured Person which arises out of or relates to a contract of employment with You
- (3) a dispute relating to computer hardware, software, systems or services which have been specifically tailored
- (4) a dispute arising from the breach or alleged breach of professional duty by an Insured Person or former Insured Person
- (5) the recovery of money and interest due from another party other than disputes where the other party intimates that a defence exists.

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**CLAUSES**

***The following clause applies to this Section..***

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**Abuse and Molestation Exclusion**

We will not provide indemnity in respect of bodily injury including death, illness, disease or nervous shock, wrongful arrest, detention, imprisonment, eviction and accusation of shoplifting arising out of

- (a) the alleged, actual or threatened abuse or molestation of any person
  - (i) in the care of
  - (ii) under the protection ofYou or any one working for or on behalf of You
- (b) the negligent
  - (i) employment
  - (ii) investigation
  - (iii) supervision
  - (iv) reporting to the proper authorities or the failure to report
  - (v) retention

of any person for whom You are or ever were legally responsible and whose conduct is excluded by (a) above.

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<b>CONDITIONS - APPLYING TO ALL CONTINGENCIES</b>	<b><i>The following Conditions apply to this Section in addition to the Policy Conditions at the back of this policy.</i></b>
<b>(1) Claims – your duty</b>	You must report an incident to Us as soon as possible and in any event no later than 180 days after the date the Insured Person knew or should have known about the incident.
<b>(2) Claims – legal representation</b>	<ul style="list-style-type: none"> <li>(a) On receipt of a claim, if appropriate, We will appoint an Appointed Representative. They will try to settle Your claim by negotiation without having to go to court</li> <li>(b) We will choose an Appointed Representative to represent an Insured Person where We are liable to pay compensation. In any other case if it is necessary to start court proceedings or there is a conflict of interest, an Insured Person is free to nominate an Appointed Representative by sending to Us the name and address of the suitably qualified person</li> <li>(c) If the Insured Person chooses an Appointed Representative who is not a Preferred Law Firm or Tax Consultancy, We will give them the opportunity to act on the same terms as a Preferred Law Firm or Tax Consultancy. If they refuse to act on this basis, the maximum We will pay is the amount We would have paid if they had agreed to the DAS Standard Terms of Appointment which are available on request.</li> </ul>
<b>(3) Claims – Our rights and Your obligations</b>	<ul style="list-style-type: none"> <li>(a) We will have direct access to the Appointed Representative who will, upon request, provide Us with any information or opinion on Your claim</li> <li>(b) An Insured Person must co-operate fully with Us and the Appointed Representative and must keep Us up-to-date with the progress of the claim</li> <li>(c) At Our request an Insured Person must give the Appointed Representative any instructions that We require</li> <li>(d) An Insured Person must notify Us immediately if anyone offers to settle a claim or makes a payment into court</li> <li>(e) If an Insured Person does not accept the recommendation of the Appointed Representative to accept a reasonable offer or payment into court to settle a claim, We may refuse to pay further Costs and Expenses</li> <li>(f) No agreement to settle on the basis of both parties paying their own costs is to be made without Our prior approval</li> <li>(g) We may decide to pay an Insured Person the reasonable value of any claim that the Insured Person is claiming or is being claimed against them, instead of starting or continuing legal action. If this occurs, an Insured Person must allow Us to take over and pursue or settle a claim in their name. An Insured Person must allow Us to pursue at Our own expense and for their benefit, any claim for compensation against any other Person and an Insured Person must give Us all the information and help We need to do so</li> <li>(h) We may require You to get, at Your own expense, an opinion from an expert, that We consider appropriate, on the merits of the claim or proceedings, or on a legal principle. The expert must be approved in advance by Us and the costs agreed in writing between You and Us. Subject to this, if the expert’s opinion indicates that it is more likely than not that You will recover damages (or obtain any other legal remedy that We have agreed to) or make a successful defence, We will pay the cost of getting the opinion.</li> </ul>
<b>(4) Discontinuance of a claim</b>	<p>If an Insured Person</p> <ul style="list-style-type: none"> <li>(a) settles a claim or withdraws a claim without Our prior agreement</li> <li>(b) does not give suitable instructions to the Appointed Representative</li> </ul> <p>the cover We provide will end immediately and We will be entitled to re-claim any Costs and Expenses We have incurred from the Insured Person.</p>
<b>(5) Recoveries</b>	An Insured Person must take every available step to recover Costs and Expenses that We have to pay and must pay Us any Costs and Expenses that are recovered.
<b>(6) Disputes</b>	If any difference arises between Us and an Insured Person in respect of the acceptance, refusal, control or handling of any claim under this section, You can take the steps outlined in Our complaints procedure stated under Our Promise of Service.

<b>(7) Appointed Representative</b>	If an Appointed Representative refuses to continue acting for an Insured Person with good reason or if an Insured Person dismisses an Appointed Representative without good reason, the cover We provide will end at once, unless We agree to appoint another Appointed Representative.
<b>(8) Arbitration</b>	<p>You have the right to refer any difference that arises between Us and an Insured Person in respect of the acceptance, refusal, control or handling of any claim under this section through our internal complaints procedure and then to arbitration, which will be decided by counsel chosen jointly by Us and an Insured Person.</p> <p>If there is a disagreement with regard to the choice of counsel, We will ask the Chartered Institute of Arbitrators to choose a suitably qualified person.</p> <p>The arbiter's decision shall be final and binding on both parties.</p> <p>All costs for resolving the difference will be met by the party against whom the decision is made.</p>
<b>(9) Acts of Parliament</b>	All references to Acts of Parliament within this Section wording shall include equivalent legislation in Scotland, Northern Ireland, the Isle of Man or the Channel Islands as the case may be.
<b>(10) Other Insurances</b>	If any claim covered by this Section is also covered by another policy, or would have been covered if this Section did not exist, We will only pay Our share of the claim even if the other insurer refuses the claim.
<b>(11) Index Linking</b>	<p>Where it states in The Schedule that index linking applies, the amounts insured will be adjusted at Renewal in line with any increase in the level of such suitable recognised index or indices as We select.</p> <p>In the event of a reduction in the level of such index or indices We will retain Your existing amounts insured unless You advise Us otherwise.</p> <p>These adjustments will continue during the Period of Insurance, period of repair, replacement or reinstatement.</p>
<b>EXCEPTIONS – APPLYING TO ALL</b>	<p><b><i>The following exceptions apply to this Section in addition to the Policy Exceptions at the back of this policy.</i></b></p> <p>We will not provide indemnity in respect of any claim</p> <ol style="list-style-type: none"> <li>(1) if an Insured Person does not keep to the terms of this Section</li> <li>(2) if any Costs and Expenses are incurred prior to Our written acceptance of a claim</li> <li>(3) for any legal action an Insured Person takes which We have not agreed to or where the Insured Person does anything to hinder Us or the Appointed Representative</li> <li>(4) for any fines, penalties, compensation or damages which an Insured Person is ordered to pay by a court or other authority, other than compensation awards covered under Employment Compensation Awards and Legal Defence</li> <li>(5) relating to       <ol style="list-style-type: none"> <li>(a) patents</li> <li>(b) copyrights</li> <li>(c) trademarks</li> <li>(d) merchandise marks</li> <li>(e) registered designs</li> <li>(f) intellectual property</li> <li>(g) secrecy and confidentiality agreements</li> </ol> </li> <li>(6) relating to rights under a franchise or agency agreement entered into by You</li> <li>(7) deliberately or intentionally caused by an Insured Person</li> <li>(8) in respect of a dispute with Us not catered for in Section Conditions 6 and 8</li> </ol>

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**EXCEPTIONS –  
APPLYING TO ALL**

*(Continued)*

- (9) for a judicial review, coroner's inquest or fatal accident inquiry
  - (10) relating to any non-contracting party's rights to enforce all or any part of this Section. The Contracts (Rights of Third Parties) Act 1999 does not apply to this policy
  - (11) notified under this Section when, either at the start of or during the course of the claim You
    - (a) are bankrupt
    - (b) have filed a bankruptcy petition or winding up petition
    - (c) have made an arrangement with creditors
    - (d) have entered into a deed of arrangement
    - (e) are in liquidation
    - (f) are or part of or all of Your affairs or property are in the care or control of a receiver or administrator
  - (12) relating to a shareholding or partnership share in The Business
  - (13) relating to written or verbal remarks that damage the Insured Person's reputation
  - (14) where an Insured Person wants conduct of their own claim as defined by the Solicitors Regulation Authority (Code of Conduct: Rule 20).
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# MANAGEMENT LIABILITY

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## Definitions

**The following definitions apply to this Section in addition to the Policy Definitions at the front of this policy and keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.**

<b>Bail Bond Costs</b>	The reasonable premium (not including any collateral) for a bond or other financial instrument to guarantee an Insured Person's contingent obligation for bail or equivalent in any jurisdiction required by a court in respect of any Claim.
<b>Benefit Scheme</b>	Any (1) pension scheme, programme or plan other than any defined benefit pension scheme (2) profit sharing, share option or share purchase scheme (3) health and welfare or other Employee benefit plan or trust established or conducted for the benefit of the Company or any Employee and their families and dependants.
<b>Bodily Injury</b>	Any injury, death, illness, disease, sickness, psychological injury, emotional distress or nervous shock.
<b>Business Activities</b>	The activities of the Company stated in the Schedule.
<b>Claim</b>	Any (1) demand, whether oral or in writing, for damages, compensation or specific non-pecuniary relief (2) notice of intention whether oral or in writing to commence civil proceedings including third party proceeding, counterclaim or arbitration proceeding including Disqualification Proceedings (3) notice of intention, whether oral or in writing, to commence criminal proceedings including Extradition Proceedings (4) notice of formal administrative or formal regulatory proceedings (5) official notice of a Formal Investigation (6) raid or on-site visit by an Official Body (7) self report to an Official Body of possible breach of legal or regulatory duty by an Insured Person.
<b>Company</b>	The Insured or any Subsidiary Company.
<b>Company Wrongful Act</b>	Any (1) breach of duty including breach of trust (2) negligent act, error or omission (3) defamation committed in good faith (4) breach of warranty of authority (5) negligent misstatement or misleading statement actually or allegedly committed or attempted by the Company and arising from Business Activities within the Territorial Limits.
<b>Corporate Manslaughter</b>	The prosecution of the Company under the Corporate Manslaughter and Corporate Homicide Act 2007 or any subsequent amendment or re-enactment.

<b>Crisis Event</b>	<p>Any</p> <ol style="list-style-type: none"> <li>(1) allegations of fraud or corruption against an Insured Person</li> <li>(2) serious injury to an Employee or member of the public</li> <li>(3) resignation or dismissal of any member of the Company's main board of directors</li> <li>(4) Formal Investigation or raid at a Company premises by any Official Body or other institution that is sanctioned to investigate the Company's affairs</li> <li>(5) adverse media commentary regarding an Employment Wrongful Act</li> </ol> <p>where, as a consequence of negative publicity or media attention, We agree with the Company or an Insured Person that the commercial success of the Company and/or the reputation of any Insured Person is at risk.</p>
<b>Defence Costs</b>	<p>The reasonable and necessary costs and expenses incurred by an Insured Person or the Company, with Our prior written consent, in the investigation or defence of any Claim.</p> <p>Defence Costs do not include the Company's own management costs or any overtime, wages, salaries or fees of any Insured Person or any Employee.</p>
<b>Derivative Investigation Costs</b>	<p>The reasonable and necessary costs and expenses incurred by an Insured Person solely in connection with the Insured Person's preparation for and response to an investigation in respect of that Insured Person.</p> <p>This definition does not include</p> <ol style="list-style-type: none"> <li>(1) the remuneration of any Insured Person or the cost of their time</li> <li>(2) any other costs or overheads of the Company</li> <li>(3) the costs of complying with any formal or informal discovery or other request seeking information which is in the possession or control of any company, the requestor or any other third party.</li> </ol>
<b>Director</b>	<p>Any natural person who was, is, or becomes during the Period of Insurance a director of the Company including a de facto or Shadow Director.</p>
<b>Discovery Period</b>	<p>The period following the expiry of the Period of Insurance during which the Company or Insured Persons may first receive and be able to continue to notify Claims or circumstances likely to give rise to a Claim to Us.</p>
<b>Disqualification Proceedings</b>	<p>Proceedings commenced by pre-action protocol letter, summons, application or claim form against any Insured Person in their capacity as a Director or Officer of the Company under the Company Directors' Disqualification Act 1986 or any subsequent amendment or re-enactment.</p>
<b>EEA</b>	<p>European Economic Area (but not including the United Kingdom for the purposes of this Section).</p>
<b>Employee</b>	<ol style="list-style-type: none"> <li>(1) Any natural person who was, is or becomes during the Period of Insurance under a contract of service or apprenticeship with the Company</li> <li>(2) Any natural person who was, is or becomes during the Period of Insurance <ol style="list-style-type: none"> <li>(a) self-employed</li> <li>(b) a voluntary helper</li> <li>(c) engaged under a work experience or training scheme</li> <li>(d) seasonal or temporary staff</li> <li>(e) agency staff</li> <li>(f) any other third party for whom the Insured is legally responsible</li> </ol> </li> </ol> <p>while working under the Company's control in connection with the Business Activities of the Company.</p>

<b>Employment Wrongful Act</b>	<p>Any error, mis-statement, misleading statement, act, omission, neglect or breach of duty actually or allegedly committed or attempted by the Company or any Insured Person within the Territorial Limits in connection with any</p> <ol style="list-style-type: none"> <li>(1) wrongful, unlawful or unfair dismissal, discharge or termination of employment</li> <li>(2) breach of any written or oral employment contract</li> <li>(3) employment-related misrepresentation</li> <li>(4) violation of employment discrimination laws</li> <li>(5) wrongful failure to employ or promote</li> <li>(6) wrongful demotion</li> <li>(7) wrongful disciplinary action</li> <li>(8) wrongful deprivation of a career opportunity</li> <li>(9) failure to grant tenure</li> <li>(10) failure to adopt adequate workplace or employment policies and procedures</li> <li>(11) Retaliation</li> <li>(12) negligent evaluation of personal performance</li> <li>(13) employment-related invasion of privacy</li> <li>(14) employment-related breach of data protection legislation</li> <li>(15) employment-related humiliation or defamation</li> <li>(16) failure to provide accurate job references</li> </ol> <p>regarding any former, current or prospective Employee.</p>
<b>Excess</b>	<p>The first part of each and every payment in relation to a Claim or Loss which is payable by the Company or any Insured Person rather than Us. The amount of the Excess is stated in the policy or Schedule.</p>
<b>Extended Reporting Period</b>	<p>The period following the expiry of the Period of Insurance during which the Company or Insured Persons may first receive and be able to continue to notify Claims or circumstances likely to give rise to a Claim to Us.</p>
<b>Extradition Proceedings</b>	<p>Proceedings brought against the Insured Person in their capacity as a Director, Officer or Member of the Company under the Extradition Act 2003, or any subsequent amendment or re-enactment, or equivalent in any other jurisdiction.</p>
<b>Formal Investigation</b>	<p>Any inquiry, hearing or investigation commenced by an Official Body to investigate the Business Activities of the Company or an Insured Person in their capacity as a Director, Officer or Member of the Company.</p>
<b>Health and Safety Investigation</b>	<p>A formal enquiry into the conduct of the Company first instituted during the Period of Insurance and conducted by an enforcing authority under the Health and Safety at Work etc. Act 1974 or any subsequent amendment or re-enactment.</p>
<b>Insured Person</b>	<p>Any natural person who was, is or becomes during the Period of Insurance a Director, Officer, Member or trustee of the Company.</p>
<b>International Jurisdiction</b>	<p>Any jurisdiction other than the jurisdiction in which the policy is issued.</p>
<b>Legal Representation Expenses</b>	<p>Reasonable and necessary legal representation fees, costs, expenses and related professional charges incurred by an Insured Person.</p>
<b>Limit of Indemnity</b>	<p>Aggregate</p> <p>The maximum amount stated in the Schedule, which We will pay in respect of any one Claim (including claimant's costs and expenses and Defence Costs) and in total for all Claims first made during any one Period of Insurance for such Cover.</p> <p>A separate Limit of Indemnity applies to each Cover, where purchased. We have no liability in excess of this Limit of Indemnity regardless of the number of Insured Persons or Companies or the number of Claims made during the Period of Insurance or Discovery Period.</p>



<b>Loss</b>	<p>(1) Sums which any Insured Person or the Company is legally liable to pay in respect of any Claim including claimants costs and any damages awarded by a competent court or tribunal</p> <p>(2) Defence Costs</p> <p>(3) settlements, if concluded with Our prior written consent</p> <p>(4) additional costs and expenses for which cover is expressly extended under any Cover of this section.</p> <p>This definition does not include</p> <p>(1) criminal fines or penalties imposed by law</p> <p>(2) non compensatory damages including punitive or exemplary damages (other than damages awarded for employment related defamation)</p> <p>(3) civil fines or penalties imposed by law (other than as covered under Civil Fines and Penalties clause to Directors &amp; Officers Liability Cover).</p>
<b>Manslaughter Proceedings</b>	Criminal proceedings brought in respect of a charge or investigations connected with a charge of involuntary, constructive or gross negligence manslaughter.
<b>Member</b>	A member of a limited liability partnership formed under the Limited Liability Partnerships Act 2000 or any subsequent amendment or re-enactment.
<b>Mitigation Costs</b>	The reasonable costs and expenses incurred by any Insured Person in respect of any reasonable action taken to mitigate a Loss or potential Loss or Claim that would otherwise be the subject of indemnity under this Section.
<b>Officer</b>	<p>Any</p> <p>(1) Employee of the Company whilst acting in a managerial or supervisory capacity</p> <p>(2) Employee of the Company who, whilst acting as an employee, is joined as a party to any action against any Insured Person.</p> <p>This definition does not include any external auditor, liquidator, administrator, receiver or solicitor of the Company.</p>
<b>Official Body</b>	Any government body, government agency, government department, regulator, disciplinary body, criminal authority, or other body legally empowered to investigate the affairs of the Company or an Insured Person.
<b>Outside Entity</b>	<p>An entity other than the Company which is registered and domiciled within the Territorial Limits</p> <p>(1) in which the Company holds any issued share capital, or</p> <p>(2) which is a tax-exempt non-profit organisation, a tax- exempt trade association or a registered charity and</p> <p>(3) which has a positive net worth at the inception of this Section, unless listed by endorsement as an Outside Entity.</p> <p>This definition does not include any entity</p> <p>(1) which is a financial institution or financial services company, or</p> <p>(2) has any of its securities or equity traded on a primary, secondary or other market.</p>
<b>Outside Entity Director</b>	Any Insured Person who was, is or becomes during the Period of Insurance, at the Company's specific written request, a Director, Officer, Member, trustee or similar position of an Outside Entity.
<b>Pollution</b>	Any contamination by naturally occurring or man-made substances, forces or organisms or any combination of them, whether permanent or transitory and however occurring.
<b>Pre- Investigation</b>	<p>Any</p> <p>(1) raid or on-site visit by an Official Body which first occurs during the Period of Insurance involving the production, review, copying or confiscation of records, or the interview of any Insured Person</p> <p>(2) notification by way of self-reporting first made during the Period of Insurance by the Company or any Insured Person to an Official Body that such Insured Person is or may be in breach of legal or regulatory duty,</p> <p>(3) internal inquiry conducted by the Company if such inquiry is requested by an Official Body following such self-reporting notification.</p>

<b>Previous Policy</b>	Your policy (including its schedule and endorsements) in force for the period of insurance immediately prior to the inception date of this Management Liability insurance provided it was a policy issued by one of the following insurers: Allianz, Zurich, RSA, Axa, Hiscox, Chubb, ACE, AIG or Brit.
<b>Property Damage</b>	The physical damage or destruction or loss of use of any tangible property.
<b>Proposal</b>	Any signed proposal form, renewal declaration, statement of fact and any additional information supplied by any Insured Person, the Company or on the Company's behalf.
<b>Prosecution Costs</b>	The reasonable and necessary costs and expenses incurred by an Insured Person to bring legal proceedings to obtain the discharge, delay or revocation of <ol style="list-style-type: none"> <li>(1) a disqualification order of the Insured Person from holding office as a Director</li> <li>(2) an interim or interlocutory order <ol style="list-style-type: none"> <li>(a) confiscating, controlling, suspending or freezing rights of ownership or personal assets of the Insured Person</li> <li>(b) imposing a charge over property or personal assets of the Insured Person,</li> <li>(c) restricting the Insured Person's liberty</li> <li>(d) deporting an Insured Person following revocation of their current and valid immigration status for any reason other than the Insured Person's conviction for a criminal offence.</li> </ol> </li> </ol>
<b>Retaliation</b>	An act carried out against an Employee relating to or alleged to be in response to whistle-blowing or on account of such Employee's exercise or attempted exercise of their legally protected rights.
<b>Retired Insured Person</b>	Insured Persons who have ceased to act in their insured capacity prior to the expiry of the Period of Insurance for reasons other than <ol style="list-style-type: none"> <li>(1) disqualification, on grounds relating to fitness or propriety, from holding office or from managing a company</li> <li>(2) a Transaction having taken place.</li> </ol>
<b>Schedule</b>	The document which specifies the details of the Insured, Period of Insurance, Excess, Limit of Indemnity, Territorial Limits and endorsements applying to this Section.
<b>Shadow Director</b>	A shadow director, as defined in Section 251 of the Companies Act 2006 or any subsequent amendment or re-enactment.
<b>Subpoena</b>	A subpoena or witness summons served on an Insured Person in his or her insured capacity, as a witness other than as a target of a Claim or investigation, seeking: <ol style="list-style-type: none"> <li>(1) The production of information by that Insured Person (whether that information is contained, or alleged to be contained, in documents or any other medium); or</li> <li>(2) That Insured Person's attendance to give evidence as a witness,</li> </ol> In relation to a Claim.
<b>Subsidiary Company</b>	Any organisation in which the Company directly or indirectly <ol style="list-style-type: none"> <li>(1) holds more than 50% of the voting rights or</li> <li>(2) holds more than 50% of the issued share capital, or</li> <li>(3) has the right to appoint or remove a majority of the board of directors, or</li> <li>(4) has the right to receive at least 50% of the net profits.</li> </ol>
<b>Territorial Limits</b>	Territories specified in the Schedule.
<b>Transaction</b>	The occurrence of any of the following events <ol style="list-style-type: none"> <li>(1) the Company ceasing to trade, consolidating with or merging with another entity disposing of all or substantially all of its assets, or</li> <li>(2) any person or entity, whether individually or together with any other person or entity, acquiring an amount of share capital representing more than 50% of the voting rights for the election of Directors of the Company, or acquiring the voting rights for such an amount of the shares, or</li> <li>(3) the Company making a private placement or public offering of its debt securities or equity securities on any security exchange.</li> </ol>

<b>United Kingdom</b>	The United Kingdom (which for the purposes of this Section shall include the Isle of Man and the Channel Islands).
<b>USA Claim</b>	A Claim brought or maintained within the jurisdiction of, or based upon any laws of, the United States of America, its territories or possessions.]
<b>Wrongful Act</b>	<p>Any</p> <ol style="list-style-type: none"> <li>(1) breach of duty including fiduciary or statutory duty</li> <li>(2) negligent act, error or omission</li> <li>(3) defamation committed in good faith</li> <li>(4) breach of warranty of authority</li> <li>(5) misstatement or misleading statement not made deliberately or recklessly</li> <li>(6) wrongful trading under s.214 of The Insolvency Act 1986 or any subsequent amendment or re-enactment</li> <li>(7) Employment Wrongful Act</li> </ol> <p>actually or allegedly committed or attempted by an Insured Person in their capacity as a Director, Officer or Member or trustee of the Company and arising from Business Activities within the Territorial Limits.</p>
<b>You/Your/Insured</b>	The limited liability partnership or company or charity as stated as Policyholder in the Schedule.
<b>COVER</b>	<b><i>This Section consists of individual Covers. The Schedule confirms the Covers You have purchased and are insured under and gives precise details of the Limits of Indemnity of Your insurance protection.</i></b>
<b>DIRECTORS &amp; OFFICERS LIABILITY COVER</b>	<p>Our total liability under this Directors &amp; Officers Liability Cover (except under the clause for Additional Limits of Indemnity for Insured Persons and Non-Executive Directors) shall not exceed the Limit of Indemnity. Any inner limits shown are part of and not in addition to the Limit of Indemnity.</p> <p>We shall not be liable for the Excess.</p> <p>We will waive the Excess if a final adjudication or a complete and final settlement exonerates all Insured Persons involved in such Claim from liability and imposes no recourse.</p>
<b>Insured Person</b>	<p>We will provide cover for any Insured Person for Loss arising from a Claim as the result of a Wrongful Act, provided that</p> <ol style="list-style-type: none"> <li>(1) such Claim is first made during the Period of Insurance against such Insured Person and notified to Us in accordance with the Claims Conditions and</li> <li>(2) such Loss is not recoverable by the Insured Person from the Company.</li> </ol>
<b>Company Reimbursement</b>	<p>In the event that the Company is required or permitted to indemnify an Insured Person, We will provide cover on the Company's behalf for Loss arising from a Claim as the result of a Wrongful Act, provided that</p> <ol style="list-style-type: none"> <li>(1) such Claim is first made during the Period of Insurance against such Insured Person and notified to Us in accordance with the Claims Conditions and</li> <li>(2) such Loss is not recoverable by the Company from any other source, including but not limited to any more specifically relevant and collectable insurance policy.</li> </ol>
<b>Legal Representation Expenses</b>	<p>We will pay the Legal Representation Expenses, incurred with Our prior consent, of any Insured Person arising directly in relation to any</p> <ol style="list-style-type: none"> <li>(1) Formal Investigation, where an Insured Person is, during the Period of Insurance, in writing, first required to appear before, produce documents to, or identified as being the subject of, any examination, enquiry or investigation by an Official Body</li> <li>(2) Pre-Investigation</li> </ol> <p>This Cover does not apply to any routine regulatory, audit, compliance or internal review, inspection or examination.</p>

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## CLAUSES FOR DIRECTORS & OFFICERS LIABILITY COVER

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### **Additional Limits of Indemnity for Insured Persons and Non-Executive Directors**

- (1) We will provide additional cover for Loss in respect of an Insured Person if the Limit of Indemnity of this Cover is exhausted, provided that
  - (a) further liability shall only be for Loss covered under Directors & Officers Liability Cover, and
  - (b) We will not provide such cover until all other limits written specifically in excess of this Cover have been exhausted by payment of matters covered under such insurance.

The most We will pay under part (1) of this clause for all Insured Persons per Claim, which is in addition to the Limit of Indemnity, is £100,000.

- (2) We will provide an additional cover for Defence Costs in respect of a non-executive director of the Company if the Limit of Indemnity of this Cover for the Period of Insurance is exhausted, provided that
  - (a) further liability shall only be for Defence Costs covered under Directors & Officers Liability Cover, and
  - (b) We will not provide such cover until part (1) above has been exhausted.

The most We will pay under part (2) of this clause for all non-executive directors of the Company, which is in addition to the Limit of Indemnity, is 10% of the Limit of Indemnity.

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### **Bail Bond Costs**

We will pay on behalf of any Insured Person, Bail Bond Costs incurred directly in connection with a Claim covered under this Section during the Period of Insurance.

The most We will pay under this clause is £100,000.

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### **Civil Fines and Penalties**

We will pay, on behalf of any Insured Person, civil fines or penalties imposed by any Official Body, as a direct result of that Insured Person acting in their capacity as such, unless the civil fine or penalty is deemed uninsurable.

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### **Court Attendance Costs**

We will pay to the Insured a fixed amount per Insured Person for each day (or part thereof) any such Insured Person is required to attend court or a Formal Investigation in connection with a Claim for which there is cover under this Section.

The most We will pay under this clause is

- (1) per Insured Person per Day      £500
- (2) total liability                      £25,000.

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### **Court Deprived Assets Additional Costs**

Where during the Period of Insurance an Insured Person, in relation to a Claim covered under this Section, is the subject of an interlocutory or interim court order which controls, freezes, suspends, confiscates or creates a charge over the real property or personal assets of an Insured Person, and provided any personal allowance ordered by the court in their respect has first been exhausted, We will pay the cost of the following for which the Insured Person is responsible, direct to their provider

- (1) school fees
- (2) housing
- (3) supply of utilities
- (4) private insurances

for a period of 6 months from the relevant court order or until the date of its discharge, whichever is the lesser period.

The most We will pay under this clause is £50,000.

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### **Crisis Event and Reputation Protection Costs**

We will pay reasonable and necessary costs and expenses incurred, with Our prior written consent, by the Insured Person to employ the services of an external public relations consultant, crisis management firm or law firm solely for guidance to minimise or limit negative publicity or media attention arising from a Crisis Event, provided that the Crisis Event may become the subject of a Claim under this Cover.

The most We will pay under this clause is £50,000.

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<b>Data Confidentiality</b>	We will provide cover for any Insured Person for Loss arising from any Claim as the result of a Wrongful Act connected to the use of data owned by the Company or for which the Company is legally responsible.
<b>Defence Costs for Extradition, Deportation and Asset Protection</b>	<p>We will pay Defence Costs on behalf of any Insured Person to defend or seek the discharge or revocation of any court order made in proceedings commenced during the Period of Insurance, concerning</p> <ol style="list-style-type: none"> <li>(1) confiscation, assumption of ownership and control, suspension or freezing of the Insured Person's assets</li> <li>(2) charges over the Insured Person's real property or personal assets</li> <li>(3) temporary or permanent prohibition placed upon the Insured Person by reason of holding office or performing the function of Director or Officer of the Company</li> <li>(4) restriction of the Insured Person's liberty to a specified domestic residence or an official detention</li> <li>(5) deportation of the Insured Person following a court order revoking a valid current immigration status for reasons other than the criminal conviction of the Insured Person</li> <li>(6) an official request for, or warrant for arrest for the purpose of, extradition of the Insured Person.</li> </ol> <p>For the purposes of this clause, where We have given Our prior written consent, the definition of Defence Costs shall be extended to include reasonable and necessary fees costs and expenses for</p> <ol style="list-style-type: none"> <li>(a) accredited counsellors or tax advisors retained by any Insured Person in connection with Extradition Proceedings against that Insured Person</li> <li>(b) public relations consultants retained by any Insured Person in connection with Extradition Proceedings against that Insured Person</li> <li>(c) travel and accommodation costs (as agreed with Us) for the Insured Person, his/her lawful spouse or domestic partner and any children under the age of eighteen years of age for one return trip taken directly in connection with any Extradition Proceedings.</li> </ol> <p>The most We will pay under this clause is £100,000.</p>
<b>Derivative Investigation Costs</b>	<p>We will pay the Derivative Investigation Costs of an Insured Person, incurred with Our prior written consent, arising from</p> <ol style="list-style-type: none"> <li>(1) a written derivative demand by any shareholder of the Company upon the board of directors to commence a civil action on behalf of the Company against any Insured Person for a Wrongful Act under Part 11, Chapter 1 of the UK Companies Act 2006</li> <li>(2) a derivative claim proceeding brought against an Insured Person under Part 11, Chapter 1 of the UK Companies Act 2006 on behalf of the Company by a shareholder</li> <li>(3) any internal inquiry or investigation undertaken by You specifically and solely to determine how the Company should respond to a written derivative demand received by You or a derivative claim received by an Insured Person.</li> </ol>
<b>Emergency Costs</b>	<p>If Our prior written consent to incurring Defence Costs, Legal Representation Expenses or Mitigation Costs cannot reasonably be obtained, We will provide retrospective approval for reasonable and necessary Defence Costs, Legal Representation Expenses or Mitigation Costs incurred during the period of 14 days only immediately following the date on which the Claim was first made or instituted.</p> <p>The most We will pay under this clause is 10% of the Limit of Indemnity.</p>
<b>Management Buy-Out</b>	<p>If during the Period of Insurance an entity ceases to be a Subsidiary Company as a result of a buy-out by existing management then the Directors and Officers Liability Cover shall extend to Wrongful Acts arising for a period of 30 days following the buy-out. This cover shall not apply where there is other insurance in place in respect of such Wrongful Acts.</p>
<b>Mitigation Cost</b>	<p>We will pay Mitigation Costs provided that</p> <ol style="list-style-type: none"> <li>(1) We give prior written consent to the incurrence of such costs and expenses</li> <li>(2) it is proved to Our satisfaction that the likely amount of the costs and expenses to be incurred will be less than any likely award of damages arising from the same potential Claim or (as applicable) any potential Loss.</li> </ol>

<b>Outside Directorships</b>	<p>We will provide cover for any Insured Person for Loss arising from a Claim as the result of a Wrongful Act while acting in their capacity as an Outside Entity Director, provided that</p> <ol style="list-style-type: none"> <li>(1) such Claim is first made during the Period of Insurance and notified to Us in accordance with the Claims Conditions</li> <li>(2) such Loss is not recoverable from any other source, including but not limited to <ol style="list-style-type: none"> <li>(a) any directors' and officers' insurance maintained by the Outside Entity, or</li> <li>(b) any indemnification available from the Outside Entity</li> </ol> </li> <li>(3) this Cover shall not extend to the Outside Entity itself or to any other director, officer or employee of the Outside Entity.</li> </ol>
<b>Personal Tax Liability</b>	<p>We will provide cover for any Insured Person for Loss arising from or in consequence of their personal liability for unpaid taxes where the Company has become insolvent. We will not provide cover where the personal liability arises from any Insured Person's wilful intent to breach statutory duties governing the payment of taxes.</p> <p>The most We will pay under this clause is £100,000.</p>
<b>Property Damage Defence Costs</b>	<p>We will pay Defence Costs arising from any Claim made directly against an Insured Person for Property Damage as the result of a Wrongful Act provided that such Claim is first made during the Period of Insurance and notified to Us in accordance with the Claims Conditions.</p>
<b>Prosecution Costs</b>	<p>We will provide cover for any Insured Person for Prosecution Costs, where We have given our prior written consent, arising from a Claim or Formal Investigation.</p> <p>Provided that a Queen's Counsel (whose appointment is agreed with Us) advises that the case for incurring such costs has a reasonable prospect of success.</p> <p>The most We will pay under this clause is £100,000.</p>
<b>Retired Insured Persons Cover</b>	<p>If this Directors &amp; Officers Liability Cover is neither renewed nor replaced with similar cover Retired Insured Persons shall be entitled to an unlimited reporting period. This extended reporting period shall commence from the expiry date of the Period of Insurance and shall, for each Retired Insured Person, apply only to Wrongful Acts prior to the date on which that Retired Insured Person became a Retired Insured Person.</p> <p>A Claim made during an extended reporting period shall be deemed to have been made during the Period of Insurance immediately preceding that extended reporting period. If any Company takes out any other insurance policy which affords cover similar to the extended reporting period described above, then the extended reporting period shall come to an end or, if not yet obtained, cease to be available.</p>
<b>Spouses, Heirs or Legal Representatives</b>	<p>In the event of an Insured Person's death, incapacity, insolvency or bankruptcy, We will provide cover for their lawful heirs, marital spouse, civil partner (as defined in the Civil Partnership Act 2004 or any subsequent amendment or re-enactment), estate or legal representatives in respect of any legal liability which arises purely by reason of that lawful status for Loss arising from a Claim as the result of a Wrongful Act provided that</p> <ol style="list-style-type: none"> <li>(1) such Claim is first made during the Period of Insurance and notified to Us in accordance with the Claims Conditions, and</li> <li>(2) such Loss is not recoverable from the Company in which case Cover under Company Reimbursement, will apply.</li> </ol>
<b>Subpoena Costs</b>	<p>We will provide cover for any Insured Person for reasonable legal representation fees and related professional charges which an Insured Person incurs personally, where We have given our prior written consent, in producing information sought by, or in attending to give evidence sought by, a Subpoena.</p> <p>This cover does not include the remuneration or cost of time of an Insured Person nor internal corporate overheads.</p>

<b>EXCEPTIONS FOR DIRECTORS &amp; OFFICERS COVER</b>	<p><b><i>The following exception applies to this Cover in addition to the section exceptions at the end of this section.</i></b></p> <p>We will not provide cover for an Insured Person or the Company for, or make any other payment in respect of, Loss arising from</p>
<b>Pollution</b>	<p>any liabilities arising directly or indirectly from or in consequence of or in any way relating to Pollution clean-up, removal, containment or treatment costs.</p>
<b>CORPORATE LEGAL LIABILITY COVER</b>	<p>We will provide cover for the Company for Loss arising from any Claim first made during the Period of Insurance against the Company for any Company Wrongful Act and notified to Us in accordance with the Claims Conditions.</p> <p>Our total liability under this Corporate Legal Liability Cover shall not exceed the Limit of Indemnity. Any inner limits shown are part of and not in addition to the Limit of Indemnity.</p> <p>We shall not be liable for the Excess.</p> <p>We will waive the Excess if a final adjudication or a complete and final settlement exonerates the Company involved in such Claim from liability and imposes no recourse.</p>
<b>CLAUSES FOR CORPORATE LEGAL LIABILITY COVER</b>	
<b>Copyright Infringement Defence Costs</b>	<p>We will pay Defence Costs arising from a Claim for misappropriation, infringement or breach of copyright, patent, trademark, trade secret or intellectual property rights as a result of a Company Wrongful Act.</p> <p>The most We will pay under this clause is £50,000.</p>
<b>Crisis Event and Repudiation Protection Costs</b>	<p>We will pay reasonable and necessary costs and expenses incurred, with Our prior written consent, by the Company to employ the services of an external public relations consultant, crisis management firm or law firm solely for guidance to minimise or limit negative publicity or media attention arising from a Crisis Event, provided that the Crisis Event may become the subject of a Claim under this Cover.</p> <p>The most We will pay under this clause is £50,000.</p>
<b>Data Confidentiality</b>	<p>We will provide cover for the Company arising from any Claim as the result of a Company Wrongful Act arising from the use of data owned by the Company or for which the Company is legally responsible.</p>
<b>Health and Safety Investigation Costs</b>	<p>We will pay the Company for Defence Costs or Fees for Intervention (as defined by the Health and Safety Executive) incurred by them arising from the Company or any Company's representative's involvement in any Health and Safety Investigation first commenced during the Period of Insurance.</p> <p>The most We will pay under this clause is £100,000.</p>
<b>Identify Fraud Investigation Costs</b>	<p>If parties other than any Employee or person with the authorisation of the Company enter into agreements with any third party organisation fraudulently representing themselves as the Company then We will pay any reasonable and necessary fees, costs and expenses incurred by the Company in establishing that such fraudulent misrepresentation has occurred should the third party organisation seek to enforce such agreements against the Company.</p> <p>The most We will pay under this clause is £50,000.</p>
<b>Kidnap Event Crisis Expenses</b>	<p>We will pay reasonable and necessary costs and expenses incurred, with Our prior written consent, by the Company to employ the services of an external public relations consultant, crisis management firm or law firm solely for guidance to minimise or limit negative publicity or media attention arising from the unlawful kidnap of an Insured Person in the course of their employment with the Company. Such costs and expenses do not include amounts for any ransom, hostage negotiation or similar.</p> <p>The most We will pay under this clause is £50,000.</p> <p>We will not pay any costs and expenses arising from a kidnap event occurring in any of the following countries: Brazil, Columbia, Ecuador, Georgia, Haiti, Iran, Iraq, Israel, Lebanon, Mexico, Nigeria, Pakistan, Philippines, Russia, Somalia, Syria, Ivory Coast, Venezuela.</p>

<b>Pensions and Employee Benefit Schemes</b>	<p>We will provide cover for the Company for Loss arising from a Claim as the result of a Company Wrongful Act in connection with Your operation or administration of a Benefit Scheme.</p> <p>Provided that the cover provided by this clause only operates where the Company does not hold any valid directors &amp; officers or pension trustee insurance for such Benefit Scheme.</p> <p>We will not pay for any Loss</p> <ol style="list-style-type: none"> <li>(1) resulting from Your failure to contribute to any Benefit Scheme</li> <li>(2) arising from any defined benefit pension scheme or breach of legislation or regulation relating to any defined benefit pension scheme.</li> </ol>
<b>Pollution Defence Costs</b>	<p>We will pay Defence Costs arising from a Claim for Pollution resulting from a Company Wrongful Act. The most We will pay under this clause is £100,000.</p>
<b>Regulatory Mitigation Costs</b>	<p>We will pay on behalf of the Company the costs and expenses reasonably incurred where the Company self-reports to a regulatory body to reduce or avoid any potential fine or penalty that would otherwise follow from any Formal Investigation.</p>
<b>Shareholder Costs</b>	<p>We will provide cover for the Company for costs and expenses reasonably incurred by a shareholder in pursuing a Claim in the name of the Company against an Insured Person where the Company is legally liable to pay such costs in accordance with an order of any court.</p> <p>Provided that such</p> <ol style="list-style-type: none"> <li>(1) Claim by the shareholder was first made during the Period of Insurance</li> <li>(2) Costs and expensed incurred by a shareholder under this clause shall be considered as Loss for the Purpose of applying any limits or exceptions.</li> </ol>
<b>ADDITIONAL CLAUSE</b>	<b><i>Applicable to all covers under the Management Liability Section.</i></b>
<b>First Period of Insurance Cover Match Extension</b>	<ol style="list-style-type: none"> <li>(1) In respect of any Claim notified to Us where this Management Liability insurance is not as broad as or does not provide as high a limit(s) as Your Previous Policy, We will at Your request indemnify or pay the loss of You to the same extent as the insurance which would have been provided by Your Previous Policy subject otherwise to the Exceptions stated below. <p>This clause will only apply</p> <ol style="list-style-type: none"> <li>(a) where You supply Us with a copy of the Previous Policy when first making a Claim under this clause</li> <li>(b) for a period of 12 months following inception of this Management Liability insurance.</li> </ol> </li> <li>(2) Our total liability under this clause for the Company and all Insured Persons, which is in addition to the Limit of Indemnity and in the aggregate during the Period of Insurance, is stated in the Schedule.</li> </ol> <p><b>Exceptions to this extension</b></p> <p>We will not indemnify or pay the loss of You under this clause in respect of</p> <ol style="list-style-type: none"> <li>(a) any differences in cover between the Previous Policy and this Management Liability insurance which exist because You have requested Us to change, delete or reduce cover or any limits.</li> <li>(b) any cover We have agreed with You will not be carried through from the Previous Policy and of which We advised You prior to and/or at inception of this Management Liability insurance.</li> <li>(c) any differences between this Management Liability insurance and the Previous Policy, which You are notified of by Us at inception and which arise as a result of any change in legislation, tax, reinsurance, or insurance industry market practice which has a material effect upon this Management Liability insurance.</li> <li>(d) any cover in respect of motor vehicles, trailers or plant in circumstances where compulsory insurance or security is required by any road traffic legislation other than as described in this Management Liability insurance.</li> <li>(e) any extension or enhancement applied by endorsement to the Previous Policy unless We expressly agree to include within the terms of this clause at inception.</li> <li>(f) any cover which is normally provided by a separate policy other than Directors &amp; Officers Liability, Employment Practices Liability or Corporate Legal Liability.</li> </ol>



<b>EXCEPTIONS FOR CORPORATE LEGAL LIABILITY COVER</b>	<p><b>The following exceptions apply to this Cover in addition to the section exceptions at the end of this section.</b></p> <p>We will not provide cover for the Company, or make any other payment in respect of, Loss arising from</p>
<b>Breach of Contract</b>	any Claim arising directly or indirectly from or in consequence of or in any way relating to any actual or alleged breach of contractual obligation except for Defence Costs covered under the Breach of Contract Defence Costs clause.
<b>Competition and Trade Interference</b>	any Claim arising directly or indirectly from or in consequence of or in any way relating to a breach of law or regulation or other legal obligation concerning competition or for interference with trade.
<b>Insured Person and Company Claims</b>	any Claim arising directly or indirectly from or in consequence of or in any way brought by the Company or any Insured Person.
<b>Intellectual Property and Confidentiality</b>	any Claim arising directly or indirectly from or in consequence of or in any way relating to any misappropriation, infringement or breach of copyright, patent, trademark, trade secret, misuse of confidential information, the tort of passing-off or intellectual property rights except for Defence Costs covered under the Copyright Infringement Defence Costs clause.
<b>Pollution</b>	any Claim arising directly or indirectly from or in consequence of or in any way relating to Pollution, except for Defence Costs under the Pollution Defence Costs clause.
<b>Tax</b>	any Claim for direct or indirect tax obligations.
<b>CLAIMS CONDITIONS FOR MANAGEMENT LIABILITY SECTION</b>	<p><b>Applicable to all Covers under the Management Liability Section</b></p> <p><b>Important Notice</b></p> <p><b>If, in relation to any Claim, the Company or any Insured Person fails to fulfil or observe the requirements imposed upon it by any of the Claims Conditions, other than Claims Notification (2), the Company or any Insured Person will lose their right to indemnity or payment for that Claim.</b></p>
<b>Claims Notification</b>	<p>If during the Period of Insurance, or any applicable Discovery Period or Extended Reporting Period, and irrespective of the effect of any applicable Excess, the Company or any Insured Person</p> <ol style="list-style-type: none"> <li>(1) receives any Claim or notice of intention to make a Claim, the Company shall give written notice to Us as soon as practicable</li> <li>(2) becomes aware of any circumstance that might give rise to a Claim, the Company shall give written notice to Us of such circumstance as soon as practicable. Any Claim subsequently arising from any circumstance notified to Us shall be deemed to have first been made during the Period of Insurance in which the notice of such circumstance was first received by Us</li> <li>(3) has a reasonable cause for suspicion of any dishonesty or fraud on the part of any Insured Person, whether giving rise to a Claim or not, the Company shall give written notice to Us of such discovery as soon as practicable</li> </ol> <p>provided always that any such written notice above must be received by Us during the Period of Insurance or within 30 days of the expiry of the Period of Insurance or within any applicable Discovery Period or Extended Reporting Period.</p> <p>Any written notice should be sent to:</p> <p>The Senior Claims Manager  Aviva Global Corporate and Specialty  80 Fenchurch Street, London, EC3M 4AE  Tel. 020 7157 2569</p> <p><b>Email: <a href="mailto:prclms@aviva.com">prclms@aviva.com</a></b></p>
<b>Admission of Liability</b>	In the event of a Claim or the discovery of a circumstance that might give rise to a Claim, the Company or any Insured Person must not admit liability for or settle or attempt to settle any Claim, or incur any related costs or expenses, without Our prior written consent.

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**Claims Control and Subrogation**

In the event of a Claim or the discovery of a circumstance that might give rise to a Claim, We may take over and conduct in the name of the Insured Person or the Company the investigation, defence or settlement of any such Claim or the investigation of any such circumstance.

We shall not settle without the consent, not to be unreasonably withheld, of the Insured Person or the Company. If however the Insured Person or the Company shall refuse to consent to any settlement recommended by Us, then Our liability for such Claim (including Defence Costs) shall not exceed the amount for which the Claim could have been settled inclusive of Defence Costs, up to the date of such refusal and then only up to the Limit of Indemnity stated in the Schedule.

If We do take over and conduct the investigation, defence or settlement of any such Claim or the investigation of any such circumstance, the Company or any Insured Person shall give Us all such information and assistance as We may reasonably require and that is in the Company's or any Insured Person's power to provide.

Without prejudice to the generality of the above, this duty to assist Us includes

- (1) providing all such information, assistance, signed statements as may be required to facilitate compliance with any civil procedure rules, practice directions and pre-action protocols as may be issued
- (2) allowing Us to present the best possible defence of a Claim within the time constraints available
- (3) ensuring ready access to all and any information that We may require in the defence of a Claim or investigation of a Loss
- (4) ensuring the payment, on demand, of the Excess in conjunction with the terms of any settlement agreed by Us.

We retain all rights of recovery available to the Company or any Insured Person in respect of any payment which may be made under this Section, and shall be entitled to prosecute any party, for Our benefit, in the name of the Company or any Insured Person, in respect of such payment.

If a Claim or circumstance is made against both the Company and an Insured Person, We shall only pay such proportion of any Loss and/or any reasonable Defence Costs and/or expenses incurred by the Insured Person and/or Company with Our prior written consent.

The Company or any Insured Person shall refund any Defence Costs and/or expenses paid by Us if it is later established by Us that the Company or any Insured Person is not entitled, for any reason, to an indemnity under the Section.

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**Originating Clause**

All Claims or Losses arising directly or indirectly from or attributable to one source or originating cause shall be treated for the purposes of the Limit of Indemnity as a single Claim or Loss and shall be deemed to have been first made and reported at the date of the first of such related matters.

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**GENERAL CONDITIONS FOR MANAGEMENT LIABILITY SECTION**

***Applicable to all Covers under the Management Liability Section***

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**Acquisition, Creation or Disposal of Another Company**

We will automatically extend the cover available under this Section where the Company establishes or acquires a new Subsidiary Company during the Period of Insurance, provided that the newly established or acquired Subsidiary Company

- (1) is only registered or only has any employees, operations or assets, within the United Kingdom, EEA (but not including the Republic of Ireland) or any other territory where the Company already holds such registration or has employees, operations or assets, and
- (2) is not quoted on any stock exchange, and
- (3) does not have gross consolidated assets in excess of 30% of the gross consolidated assets of the Company as declared in the Company's last audited accounts.

Unless automatic coverage applies, as set out above, the Company must

- (1) give Us written notice of any such events as soon as practicable, together with such additional information as We may require, and
  - (2) accept any notified alteration to the terms of this section and
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<b>Acquisition, Creation or Disposal of Another Company</b> <i>(Continued)</i>	<p>(3) pay any additional premium required by Us.</p> <p>Unless otherwise agreed, We will only provide indemnity for Loss in respect of a Wrongful Act committed after the date the new or additional Subsidiary Company was established or acquired by the Company.</p> <p>In the event of the liquidation or sale of a Subsidiary Company during the Period of Insurance, We will continue to provide an indemnity for Loss in respect of such Subsidiary Company but only in respect of any Wrongful Act committed prior to the date of liquidation or sale.</p>
<b>Authorisation</b>	<p>You shall act on behalf of any Company or any Insured Person or any other persons who may be entitled to indemnity under this Section in respect of</p> <ol style="list-style-type: none"> <li>(1) notification of any Claims in accordance with the Section Claims Conditions</li> <li>(2) payment of premiums or the receiving of any return premiums that may become due under this Section</li> <li>(3) negotiation, agreement to and acceptance of renewal terms and endorsements applying to this Section.</li> </ol>
<b>Cancellation</b>	<p>This Management Liability Section may not be cancelled except for non-payment of the premium by the Insured or in accordance with the General Conditions relating to Fraud or Non-Disclosure, Misrepresentation or Misdescription.</p> <p>Where the premium is due in a single payment and has not been paid by the due date, We will cancel this Section with effect from the effective date of the Period of Insurance. Such cancellation will be confirmed in writing by Us to Your last known address.</p> <p>Where the premium is payable by an instalment agreement with Us and there is a default under such instalment agreement, We may cancel this Section by providing notice in writing to You at Your last known address. In such case, cover will end with effect from the beginning of the period in respect of which the instalment has not been paid.</p>
<b>Change of Control</b>	<p>If during the Period of Insurance, in respect of any Company</p> <ol style="list-style-type: none"> <li>(a) an offer is made, and declared or made unconditional, for the whole, or a controlling interest in the issued share capital of the Company, or</li> <li>(b) there is a change in ownership of the controlling interest of the share capital of the Company, or</li> <li>(c) a person or persons acting in concert acquires a majority of the voting rights to appoint or remove Directors of the Company</li> <li>(d) (the Company being a limited liability partnership) there is a change in the Members of the Company that results in more than 50% (fifty per cent) of the Members being persons who were not Members at the start of the Period of Insurance</li> </ol> <p>We will only provide indemnity in respect of any Wrongful Act committed prior to the date such offer was declared or made unconditional or the change of ownership or change of Members became effective or the majority of the voting rights were acquired.</p> <p>Additional provisions apply as detailed in the Management Buy-Out clause for Directors &amp; Officers Liability cover.</p> <p>An Extended Reporting Period is available as detailed below.</p>
<b>Contracts (Rights of Third Parties)</b>	<p>A person or company who is not a party to this Section has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of this Section. This does not affect any right or remedy of a third party which exists or is available apart from that Act.</p>
<b>Discovery Period</b>	<p>If this Section is not renewed by either You or Us at the end of the Period of Insurance and no similar insurance policy is effected elsewhere, You have a 90 day Discovery Period commencing immediately following the date of expiry but only in relation to Wrongful Acts committed during the Period of Insurance. Such Claims and circumstances notified to Us during the Discovery Period are deemed to have been made during the Period of Insurance.</p> <p>If You elect to purchase an Extended Reporting Period then the Discovery Period shall be part of and not in addition to the Extended Reporting Period.</p> <p>No Discovery Period will be available following cancellation of the Section in accordance with the provisions of the Cancellation Condition.</p>

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**Dispute Resolution**

Any dispute arising out of or in connection with this Section, including any dispute as to the validity, existence or termination of the Section, shall be referred to arbitration before a sole arbitrator to be mutually agreed upon by,

- (1) as regards any dispute relating to Directors & Officers Liability Cover, the Insured Person concerned
- (2) as regards any dispute relating to Corporate Legal Liability Cover or Employment Practices Liability Cover, the Company concerned

and Us within 14 days, failing which the appointment to be made by the president of the London Court of International Arbitration whose decision shall be final and binding on both parties.

The arbitration shall be determined in accordance with ARIAS Arbitration Rules in force at the time of the referral. The seat of the arbitration shall be London, England and the arbitral procedure shall be governed by the law of England and Wales. The arbitrator may at their sole discretion make such orders and directions as they consider to be necessary for the final determination of the matter in dispute and shall have the widest discretion permitted under the law governing the arbitral procedure when making such orders or directions.

In the event of any dispute concerning Our liability to provide cover (including without limitation a dispute as to the policy year under which any Claim or circumstance might fall to be dealt with between any insurer(s) subscribing to the policy corresponding to this Section in respect of a previous period of insurance), We will advance Defence Costs in accordance with the terms and conditions of this Section pending resolution of any such dispute. You must repay us on demand all monies which We have paid to You or to others under this condition, to the extent that any dispute concerning Our liability to provide cover is resolved in Our favour.

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**Extended Reporting Period**

If this Section is not renewed at the end of the Period of Insurance and no similar insurance policy is effected elsewhere, You are entitled to purchase an Extended Reporting Period on the terms set out below

- (a) 12 months for 100% of the last annual premium payable in respect of this Section
- (b) 36 months for 175% of the last annual premium payable in respect of this Section.

The application to purchase any Extended Reporting Period must be made and the premium paid to Us (such premium being non-refundable) within 90 days of the expiry of the Period of Insurance. Cover for this Extended Reporting Period will only apply to Wrongful Acts committed prior to the expiry of the Period of Insurance.

If a Transaction takes place, the Company is not entitled to purchase an Extended Reporting Period on the terms as set out above. However the Company will have the right within 30 days of the expiry of the Period of Insurance to request an offer from Us of an Extended Reporting Period policy of up to 72 months. We may offer cover on such terms as We may reasonably consider appropriate.

A Claim made during an Extended Reporting Period shall be deemed to have been made during the Period of Insurance immediately preceding that Extended Reporting Period. If any Company takes out any other insurance policy which affords cover similar to the Extended Reporting Period described above, then the Extended Reporting Period shall come to an end or, if not yet obtained, cease to be available.

No Extended Reporting Period will be available following cancellation of the Section in accordance with the provisions of the Cancellation, Fraud or Non-Disclosure, Misrepresentation or Misdescription Conditions.

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**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:

- (1) refuse to pay the claim,
- (2) recover from You any sums paid by Us in respect of the claim,
- (3) 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 (3) 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.

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**Fraud**  
(Continued)

If this policy provides cover to any party other than You and a claim made by such party 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:

- (1) refuse to pay the claim,
- (2) recover any sums paid by Us in respect of the claim (from You or such party depending on who received the sums or who benefited from the cover provided),
- (3) by notice to You and such party cancel the cover provided for such party with effect from the date of the fraudulent act without any return of premium in respect of such cover.

If We cancel a party's cover under (3) 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.

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**Liquidation**

In the event of Your liquidation, this Section shall remain in force until the expiry date of the Period of Insurance where the full premium for the Section has been paid. We will continue to provide cover but only in respect of any Claim or other covered Loss which is the result of a Wrongful Act committed prior to the date of liquidation.

Where the premium is paid by instalments and any amounts remain unpaid at the date of liquidation, then all cover under this Section will cease with effect from the date of liquidation.

The date of liquidation will be deemed to be the date on which

- (1) resolution for voluntary liquidation is passed by You, or
  - (2) a petition for compulsory liquidation is presented to the relevant authority.
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**Non Disclosure,  
Misrepresentation or  
Misdescription****(1) Before this policy was entered into**

If there is a breach of the duty to make a fair presentation of the risk to Us before the policy was entered into, then:

- where the breach was deliberate or reckless, We may avoid this policy and refuse all claims, and keep all premiums paid;
- where the breach was neither deliberate nor reckless, and but for the breach:
  - 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
  - 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/or
  - 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 to the Insurance Act 2015.

**(2) Before a variation was agreed**

If there is a breach of the duty to make a fair presentation of the risk to Us before any variation to this policy was agreed, then:

- 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;
- where the breach was neither deliberate nor reckless, and but for the breach:
  - 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 premiums paid
  - 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
  - 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 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 to the Insurance Act 2015.

This condition operates in addition to any provisions relating to underinsurance in this policy and should be read together with the Severability of Proposal condition.

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<b>Other Insurances</b>	<p>If an Insured Person or the Company is, or would be, but for the existence of this Section, entitled to cover under any other more specifically relevant and collectable insurance policy in respect of any Claim or Loss, We shall not be liable for any Loss except in respect of any amount in excess of that which would have been payable under such insurance had this Section not been effected.</p> <p>Where an Outside Entity may provide indemnity and/or has its own relevant and collectable insurance for the benefit of any Insured Person, We will only be liable under this Section in excess of such other indemnity or insurance.</p>
<b>Sanctions</b>	<p>We shall not be deemed to provide cover and We shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such 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, Canada or United States of America or any of its states.</p>
<b>Severability of Exceptions</b>	<p>For the purposes of determining whether an exception applies, no fact pertaining to the conduct of any Insured Person or Company shall be imputed to any other Insured Person or Company.</p>
<b>Severability of Interest</b>	<p>If this Section covers more than one party each operating as a separate and distinct entity, this Section shall apply in the same manner and extent to each as if they were separately and individually insured.</p> <p>Provided that for the purposes of the Limit of Indemnity and/or any amount payable stated in the Schedule or elsewhere in this Section (as the case may be), all of the parties insured under this Section shall be treated as one party so that there shall be a single contract of insurance between</p> <ol style="list-style-type: none"> <li>(1) Aviva as one party</li> </ol> <p>and</p> <ol style="list-style-type: none"> <li>(2) The Insured and each Subsidiary Company as the other party.</li> </ol>
<b>Severability of Proposal</b>	<p>The Proposal will be construed as a separate proposal for coverage by each Insured Person and Company. Nothing in the Proposal, or anything known or done by any Insured Person, shall be imputed to any other Insured Person in determining any right or obligation under this Section. The Non-Disclosure, Misrepresentation or Misdescription condition shall be subject to this condition.</p>
<b>Termination – Insolvency</b>	<p>In addition to the terms of the Management Liability Cancellation General Condition, Directors &amp; Officers Liability Cover and Employment Practices Liability Cover (where selected) and Corporate Legal Liability Cover (where selected) shall terminate with immediate effect from the date upon which the earliest of any step is taken pursuant to the Insolvency Act 1986 or any amendment or re-enactment thereof or pursuant to any similar or equivalent foreign legislation to</p> <ol style="list-style-type: none"> <li>(1) wind up the Company, or</li> <li>(2) appoint a liquidator or a receiver or an administrator or an administrative receiver or a trustee in bankruptcy or in the case of a voluntary arrangement, a nominee or supervisor, or</li> <li>(3) propose to the Company and to its creditors a composition of debts or scheme for arrangement to be conducted under the supervision of an insolvency practitioner, either as nominee or otherwise.</li> </ol> <p>Upon such termination it is hereby understood and agreed that the premium shall be deemed earned in full by Us.</p>
<b>EXCEPTIONS FOR MANAGEMENT LIABILITY SECTION</b>	<p><b><i>Applicable to all Covers under the Management Liability Section.</i></b></p> <p>We will not provide cover for an Insured Person or the Company for, or make any other payment in respect of, Loss arising from</p>
<b>Abuse and Molestation</b>	<p>any Claim arising directly or indirectly from or in consequence of or in any way relating to</p> <ol style="list-style-type: none"> <li>(1) actual, threatened or alleged abuse or molestation of any person, including but not limited to physical or psychological abuse, assault, corporal punishment, sexual abuse, sexual molestation, or sexual misconduct or any resulting mental or emotional injury</li> <li>(2) negligent employment, investigation, supervision, reporting or failure to report to the proper authorities, where subject to any such requirements of an authority or statute.</li> </ol>

<b>Bodily Injury</b>	any Claim arising directly or indirectly from or in consequence of or in any way relating to Bodily Injury.
<b>Conduct</b>	any Claim arising directly or indirectly from or in consequence of or in any way relating to (1) any dishonest or fraudulent act or omission or deliberate breach of any statute or regulation by any Insured Person, any Company or any Outside Entity (2) any Insured Person, any Company or any Outside Entity having gained directly, or for any other party, any profit, remuneration or advantage to which they were not legally entitled if either admitted in writing or established by a court judgement or other final adjudication.
<b>Employment Practices Liability</b>	any Claim arising directly or indirectly from or as a consequence of or in any way relating to any Employment Wrongful Act.
<b>Prior Claims and Circumstances</b>	any Claim or circumstance that might give rise to a Claim (1) which has been notified to and accepted under any other insurance attaching prior to the inception of any operative Cover or (2) against an Insured Person which such Insured Person should after reasonable enquiry have been aware of prior to the inception of Directors & Officers Liability Cover or (3) against the Company which the Company should after reasonable enquiry have been aware of prior to the inception of Employment Practices Liability or Corporate Legal Liability Covers.
<b>Prior or Pending Proceedings or Investigations</b>	any Claim arising directly or indirectly from or in consequence of or in any way relating to any administrative, civil, criminal or regulatory proceedings or investigations which have been issued or commenced prior to, or which are pending at, the prior and pending litigation date stated in the Schedule applicable to the relevant Cover, or which is based on the same or essentially the same facts as alleged in any such Claim.
<b>Professional Services and Advice</b>	any Claim arising directly or indirectly from or in consequence of or in any way relating to the provision of, or failure to provide, professional services or professional advice or a breach of contract for the provision of professional services or professional advice.
<b>Property Damage</b>	any Claim for Property Damage except for Defence Costs of an Insured Person covered under the Property Damage Defence Costs clause applying to Directors & Officers Liability Cover.
<b>Public Share Offering in the USA or Canada</b>	any Claim or Loss arising directly or indirectly from or in consequence of or in any way relating to any actual or proposed offering to the public of the share capital of the Company made in the United States of America, its territories or possessions or Canada except where We have agreed separately and in writing to extend cover in this regard and subject to prior payment of any additional premium and prior acceptance of any amended or additional terms and conditions We may require, by You.
<b>Reckless Disregard Exclusion</b>	We will not provide indemnity in respect of or make any payment for any Claim arising directly or indirectly from or in consequence of or in any way relating to the wilful or reckless misconduct by a charity trustee as defined in the Charities Act 2011.
<b>Territorial Limits</b>	any Claim or Loss arising directly or indirectly from or in consequence of or in any way relating to Business Activities in countries outside the Territorial Limits.
<b>USA Claims brought by any Company</b>	any USA Claim which is brought by or on behalf of any Company against any Company or Insured Person, or by any Outside Entity against any Outside Entity Director. This Exception shall not apply to (1) Any USA Claim against any Insured Person (a) Pursued by any security holder or member of any Company or Outside Entity whether directly or derivatively, or pursued as a class action, and that has not been solicited or brought with the voluntary intervention, assistance or active participation of any Insured Person or Company, other than an Insured Person engaged in 'whistle-blower' activity protected pursuant to Sarbanes-Oxley Act of 2002 (US) or similar legislation (b) If the Company or Outside Entity is the subject of a bankruptcy case (or the equivalent in International Jurisdiction), brought by the liquidator, receiver or administrative receiver provided that such Claim is not solicited or assisted by any Insured Person (2) Defence Costs of an Insured Person.

# COMMERCIAL CRIME

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## Definitions

*The following definitions apply to this Section, in addition to the Policy Definitions at the front of this policy, and keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.*

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<b>Associated Company</b>	Any company or other entity in which The Policyholder first named in The Schedule directly or indirectly <ol style="list-style-type: none"><li>(1) own less than 50% of the share or other capital, and</li><li>(2) retain management control, and</li><li>(3) set security and fraud risk control procedures.</li></ol>
<b>Benefit Scheme</b>	Any <ol style="list-style-type: none"><li>(1) pension scheme, pension programme or pension plan</li><li>(2) profit sharing, share option or share purchase scheme, or</li><li>(3) health and welfare or other Employee benefit plan or trust</li></ol> established or conducted by You for the benefit of any Employee and their families and dependants, for which You are the sponsoring employer.
<b>Business Interruption Costs</b>	Any <ol style="list-style-type: none"><li>(1) rental fees for additional temporary replacement equipment and temporary additional premises, or</li><li>(2) costs of additional temporary external workforce and overtime of Employees, or</li><li>(3) costs related to transportation of equipment or documents</li></ol> which exceed Your usual operational costs and are necessary to restore the normal course of operations of The Business. <p>This definition does not include any</p> <ol style="list-style-type: none"><li>(1) Reinstatement of Data Costs</li><li>(2) Fees or costs incurred within the first 48 hours after Discovery of Loss.</li></ol>
<b>Cheque</b>	Cheque, draft, promissory note, bill of exchange, or similar written promise, order or direction to pay a fixed amount which is shown on the document.
<b>Cheque Fraud</b>	Any act of Forgery or fraudulent alteration of, on or in any Cheque made or drawn by You against an account You hold with a financial institution located within the Territorial Limits to pay a specified third party or purporting to have been made or drawn as set out above.
<b>Client</b>	Any natural person, firm, company, organisation or association to whom You provide goods or services (other than a Benefit Scheme) under a written contract or for a fee.
<b>Computer Fraud</b>	The intentional taking of Insured Property by fraudulent use of computer hardware, systems, software or programs operated by You.
<b>Discovery</b>	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, <ol style="list-style-type: none"><li>(1) first becomes aware of any act, event or matter which would cause a reasonable person to believe that a crime had occurred or</li><li>(2) receives notice of an actual or potential claim alleging facts which could give rise to a Loss under this section</li><li>(3) for the purposes of the Impairment of Money and Securities Cover, first becomes aware that some disappearance, damage or destruction has occurred.</li></ol> Any Discovery made by any one of You shall constitute a Discovery made by all of You.
<b>Discovery Period</b>	The period following the expiry of the Period of Insurance during which You may first discover and be able to continue to notify acts, events or matters likely to give rise to a Loss under this section.

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<b>Employee</b>	<p>Any identifiable, natural person, whilst engaged by You for the purposes of The Business (save in respect of category (4) below)</p> <ol style="list-style-type: none"> <li>(1) who is a member of Your board of directors or equivalent management board</li> <li>(2) while under a full-time, part time or temporary contract of service with You (other than members of Your board of directors or equivalent management board) in the ordinary course of The Business whom You remunerate by salary, wages or commissions and have the right to govern and direct in the performance of such service</li> <li>(3) who <ol style="list-style-type: none"> <li>(a) is under a work experience or training scheme with You</li> <li>(b) works exclusively as a consultant for You and for no other party, while under a contract for services</li> <li>(c) is assigned to perform duties for You by an agency furnishing personnel on a permanent or part-time or contingent basis, or</li> <li>(d) is a student, secondee or volunteer working for You whom You have the right to govern and direct such person in the performance of such duties</li> </ol> </li> <li>(4) whose acts have caused a Loss covered by this policy and who would have fallen into categories (1) to (3) above, had their service or employment with You not been terminated, provided that <ol style="list-style-type: none"> <li>(a) no more than 90 days have elapsed between the termination of their service or employment with You and the date of the Loss, and</li> <li>(b) such person's employment was not terminated as a result of an Internal Crime</li> </ol> </li> <li>(5) who would fall into categories (1) to (3) above but whom You are unable to identify by name, provided that You are able to submit evidence that reasonably proves to Our satisfaction that the Loss was due to the act of a person falling within categories (1) to (3) above.</li> </ol> <p>Provided that an Employee shall not mean any person who works for or acts on behalf of an external auditor, accountant, broker, investment adviser or investment manager, factor, commission merchant, consignee or other similar agent or representative whose services are employed by You.</p>
<b>Excess</b>	<p>The first part of each and every Single Loss which is payable by You rather than Us. The amount of the Excess is stated in The Schedule</p>
<b>Expenses</b>	<p>Any</p> <ol style="list-style-type: none"> <li>(1) Investigation Costs</li> <li>(2) Legal Defence Costs</li> <li>(3) Mitigation Costs</li> <li>(4) Reinstatement of Data Costs</li> <li>(5) Reputational Recovery Costs, or</li> <li>(6) Property Damage Expenses</li> </ol> <p>incurred by You with Our prior written consent.</p>
<b>External Crime</b>	<p>Acts of Theft, fraud or dishonesty committed by any Third Party with the deliberate intent to cause You Loss.</p>
<b>Financial Trading</b>	<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.</p> <p>This definition does not include the purchase of inventory in the normal course of The Business.</p>
<b>Forgery</b>	<p>The signing of the name of one person by another person with the intent to deceive but not</p> <ol style="list-style-type: none"> <li>(1) the signing of a person's name signed by that person with or without authority in any capacity for any purpose, or</li> <li>(2) genuinely signed instruments which are false as to contents.</li> </ol> <p>Mechanically reproduced facsimile signatures will be treated exactly as if they were hand-written signatures.</p>

<b>Funds Transfer Fraud</b>	<p>Electronic instructions issued from a terminal or computer on The Premises to a bank or financial institution at which You hold an account directing them to make a payment for a fixed amount from Your account,</p> <ol style="list-style-type: none"> <li>(1) Facsimile instructions sent from a facsimile or other machine which scans a document, sends it electronically over a telecommunications network so that a facsimile can be printed on receipt, to a bank or financial institution at which You hold an account directing them to make an electronic payment for a fixed amount from Your account,</li> <li>(2) Telephone instructions made by an Employee over a telephone or telecommunications network to a bank or financial institution at which You hold an account directing them to make an electronic payment for a fixed amount from Your account, or</li> <li>(3) Original written instructions signed in accordance with Your bank mandate issued to Your bank or financial institution at which You hold an account directing them to make an electronic payment for a fixed amount from Your account including instructions to make one payment or payments at specified intervals or under specified conditions</li> </ol> <p>which purport to have been sent, issued, given or transmitted by You but were in fact fraudulently sent, issued, given or transmitted without Your knowledge or consent.</p>
<b>In Collusion</b>	Where two or more people are involved or implicated together or where they assist each other materially to commit dishonest or fraudulent acts.
<b>Insured Property</b>	Tangible property other than Money or Securities.
<b>In Transit</b>	<p>The carriage of the item outside The Premises in the custody of</p> <ol style="list-style-type: none"> <li>(1) an Employee, or</li> <li>(2) a person authorised by You.</li> </ol>
<b>Internal Crime</b>	<p>Acts of Theft, fraud or dishonesty committed by any Employees (acting alone or In Collusion)</p> <ol style="list-style-type: none"> <li>(1) with the deliberate intent of causing You Loss, or</li> <li>(2) where such dishonesty involves Financial Trading, with the deliberate 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.</li> </ol> <p>For the purpose of this definition “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.</p>
<b>Investigation Costs</b>	<p>Independent investigation costs, incurred by You to substantiate the cause and amount of any Loss covered by this section, including professional fees.</p> <p>This definition does not include costs paid by You for salaries, wages or any similar expenditure.</p>
<b>Legal Defence Costs</b>	<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 this section.</p> <p>This definition does not include costs incurred under the cover for</p> <ul style="list-style-type: none"> <li>• Care, Custody and Control &amp; Client Loss</li> <li>• Benefit Schemes.</li> </ul>
<b>Limit of Indemnity</b>	The amount stated in The Schedule applicable to each Cover.
<b>Loss</b>	<p>any</p> <ol style="list-style-type: none"> <li>(1) Direct financial loss sustained by You,</li> <li>(2) loss of Insured Property leased or hired by You for which You are legally liable, and</li> <li>(3) for the purposes of cover under Care, Custody and Control &amp; Client Loss</li> </ol> <p>loss of Money, Securities or Insured Property not belonging to, leased or hired by You.</p>
<b>Malicious Code</b>	Unauthorised and corrupting or harmful software code, including computer viruses, trojan horses, keystroke loggers, spyware, adware, worms and logic bombs.
<b>Malicious Damage</b>	Any malicious act committed by any Employee (whether acting alone or In Collusion) or a Third Party to damage, destroy, erase or delete Data or insert Malicious Code.

<b>Member</b>	A member of a limited liability partnership formed under the Limited Liability Partnerships Act 2000 or any amendment or re-enactment thereof.
<b>Mitigation Costs</b>	Any costs and expenses incurred by You and with Our prior written consent, to take any action to avoid or reduce any insured Loss provided that the extent of such costs and expenses do not exceed the amount of the Loss which would have occurred but for such action not been taken.
<b>Money</b>	Current <ol style="list-style-type: none"> <li>(1) coins, bank and currency notes and bullion</li> <li>(2) postal and money orders, travellers cheques, registered cheques and giro cheques</li> <li>(3) postage, revenue, national insurance and holiday pay stamps</li> <li>(4) national insurance and holiday pay cards, national savings certificates</li> <li>(5) franking machine impressions</li> <li>(6) credit company sales vouchers, luncheon vouchers and trading stamps,</li> <li>(7) VAT invoices.</li> <li>(8) credit or debit balances held at a bank or financial institution.</li> </ol>
<b>Outsource Service Provider</b>	A natural person, firm, company, association or organisation duly authorised under written contract with You to provide outsource services to You. Such services include <ol style="list-style-type: none"> <li>(1) legal advice</li> <li>(2) payroll, benefits management and human resources</li> <li>(3) billing and data entry</li> <li>(4) information technology and management consultancy</li> <li>(5) facilities management, including security, cleaning and landscaping services.</li> </ol> This definition does not include any external auditor, accountant, insurance intermediary, financial adviser, factor, commission merchant, consignee or other similar agent or representative.
<b>Property Damage Costs</b>	The costs of replacing or repairing any loss of or damage to <ol style="list-style-type: none"> <li>(1) The Premises, or</li> <li>(2) furnishings, fixtures, equipment, safe, vault, cash register, cash box or cash drawer on The Premises owned by You or for which you are legally liable.</li> </ol>
<b>Recruitment Costs</b>	External recruitment costs, incurred by You, with Our prior written consent, to recruit a new Employee to replace an Employee or group of Employees dismissed from The Business as a direct consequence of having committed an act of Theft, fraud or dishonesty covered by this section. This definition does not include internal costs such as those costs paid for salaries, wages or any similar expenditure.
<b>Reinstatement of Data Costs</b>	The cost of reinstating Data which has been damaged, destroyed, erased or stolen or the costs of removing Malicious Code. This definition does not include costs arising as a result of <ol style="list-style-type: none"> <li>(1) reinstating Data if there are no analysis files specifications or backups</li> <li>(2) reinstating Data if illegal copies of software programs are or have been knowingly used by You</li> <li>(3) replacing processing equipment or hardware</li> <li>(4) designing, updating or improving Data.</li> </ol>
<b>Reputational Recovery Costs</b>	Costs and Expenses incurred by You, with Our written consent, to employ the services of a public relations or crisis management consultancy to limit adverse publicity following Discovery of a Loss covered by this section.
<b>Securities</b>	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.

<b>Single Loss</b>	All Losses, costs or expenses arising from or attributable to (1) a single act, (2) or any number of acts in which the same person is implicated, or (3) one originating cause regardless of the number of You who sustain such Losses, costs or expenses.
<b>Subsidiary Company</b>	Any organization in which The Policyholder first named in The Schedule directly or indirectly holds more than 50% of the voting rights or the issued share capital and retains management control.
<b>Telecommunications System</b>	Any private branch exchange (PBX) system which is owned or leased by You and primarily used for business purposes including associated voice mail and call back facilities.
<b>Territorial Limits</b>	Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.
<b>Terrorism</b>	Any act or acts including but not limited to (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.
<b>The Premises</b>	Any building owned or occupied by You, including the interior portion of any building and any adjacent property or yard, in or from which You conduct The Business
<b>Theft</b>	Criminal and dishonest taking or appropriation with intent to deprive.
<b>Third Party</b>	Any person who is not (1) an Employee, equity partner, Member, or Outsource Service Provider of Yours or of a parent, related or group company of Yours, or (2) In Collusion with an Employee, equity partner, Member or Outsource Service Provider of Yours or of a parent, related or group company of Yours, or (3) an external auditor, accountant, broker, investment adviser or investment manager, factor, commission merchant, consignee or other similar agent or representative whose services are employed by You.
<b>COVER</b>	<b><i>This section consists of individual Covers. The Schedule confirms the Covers You have purchased and are insured under and gives precise details of the Limits of Indemnity of Your insurance protection and provides details of the Period of Insurance, Excess and any other limits applying to this section.</i></b>
<b>INTERNAL CRIME</b>	We will cover You for Loss first Discovered during the Period of Insurance (or applicable Discovery Period), resulting from Internal Crime caused by any Employee whose normal place of employment or service is within the Territorial Limits. The maximum amount that We will pay in respect of any Single Loss is the Limit of Indemnity stated in The Schedule.
<b>EXTERNAL CRIME</b>	We will cover You for Loss first Discovered during the Period of Insurance (or applicable Discovery Period), resulting from External Crime. The maximum amount that We will pay in respect of any Single Loss is the Limit of Indemnity stated in The Schedule

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**BENEFIT SCHEME**

We will cover You for direct financial loss sustained by any Benefit Scheme which is first Discovered during the Period of Insurance (or applicable Discovery Period), and which results from an Internal Crime or Impairment of Money and Securities provided that

- (1) the Benefit Scheme has been declared to Us prior to the commencement of the Period of Insurance
- (2) You are legally liable to reimburse the loss to the Benefit Scheme, and
- (3) there is no other insurance or indemnity agreement which covers the Benefit Scheme in respect of such loss.

Any amount payable under this Cover shall be part of and not in addition to the Limit of Indemnity stated in The Schedule for Internal Crime as appropriate to the Loss.

Where a Single Loss simultaneously falls within this Cover and that provided under Internal, the Limit of Indemnity applicable to Internal Crime will be reduced by the amount payable under this Cover.

We will not cover You for

- (1) any damages, interest, legal costs or expenses that You are required to pay to the Benefit Scheme (where it is a separate legal entity) or to any fiduciary, trustee or administrator of the Benefit Scheme
- (2) Legal Defence Costs
- (3) 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.

For the purpose of this Cover

- (1) the definition of Employee includes any natural person who is a fiduciary, trustee, administrator, officer or employee of the Benefit Scheme
- (2) cover is subject to the Benefit Scheme, or those responsible for administering, managing and operating the Benefit Scheme, complying with the terms and conditions of this section as if they were The Policyholder.

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**CARE, CUSTODY AND CONTROL & CLIENT LOSS**

We will cover You for Loss, first Discovered during the Period of Insurance (or applicable Discovery Period), of Money, Securities or Insured Property (other than where such Money, Securities or Insured Property is held within or is part of a Benefit Scheme)

- (1) not belonging to You or leased or hired by You, but which is in Your care, custody and control, or
- (2) held by a Client but for which You are legally liable resulting from an Internal Crime if cover is operative.

The maximum We will pay for a Single Loss is the Limit of Indemnity stated in The Schedule.

The maximum We will pay for all loss during the Period of Insurance is the aggregate Limit of Indemnity stated in The Schedule.

Where a Single Loss simultaneously falls within this Cover and that provided under Internal Crime, the Limit of Indemnity applicable to Internal Crime will be reduced by the amount payable under this Cover.

We will not cover You for

- (1) any damages, interest, legal costs or disbursements that You are required to pay to the person or organisation who owns or suffers any loss in connection with the Money, Securities or Insured Property, or
- (2) any Loss resulting from a crime committed by or loss or damage caused by an Outsource Service Provider
- (3) Money, Securities or Insured Property held within or as part of a Benefit Scheme.

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**CHEQUES FRAUD**

We will cover You for Loss first Discovered during the Period of Insurance (or applicable Discovery Period), resulting from Cheques Fraud committed by a Third Party.

The maximum We will pay for all instances of Cheques Fraud first Discovered during the Period of Insurance is the Limit of Indemnity stated in The Schedule.

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<b>ELECTRONIC TRANSFER OF MONEY MADE IN ERROR</b>	<p>We will cover You for loss of funds, held at a bank or financial institution, first Discovered during the Period of Insurance (or applicable Discovery Period) resulting directly from the failure of a Third Party to return such funds which were transferred by an Employee or Outsource Service Provider in error.</p> <p>The maximum We will pay for all instances of funds transferred in error first Discovered during the Period of Insurance (or applicable Discovery Period) is the Limit of Indemnity stated in The Schedule.</p> <p>We will only cover You after You have exhausted every reasonable course of action to secure recovery of funds which are held in Your name or in the name of Your Client.</p> <p>We will not cover You</p> <ol style="list-style-type: none"> <li>(1) for any consequential loss including but not limited to loss of potential income, interest, dividends or additional expenditure based on incorrect figures and reports</li> <li>(2) where the person acted upon an instruction to transfer funds which was intended to deceive.</li> </ol>
<b>THIRD PARTY COMPUTER AND FUNDS TRANSFER FRAUD</b>	<p>We will cover You for Loss first Discovered during the Period of Insurance (or applicable Discovery Period), resulting from Computer Fraud or Funds Transfer Fraud committed by a Third Party.</p> <p>The maximum We will pay for all instances of Computer Fraud or Funds Transfer Fraud first Discovered during the Period of Insurance is the Limit of Indemnity stated in The Schedule.</p>
<b>CLAUSES</b>	
<b>Contractual Penalties</b>	<p>We will cover You for any amount that You are contractually required to pay (except damages for breach of contract).</p> <p>The maximum We will pay under this Clause during the Period of Insurance is 15% of the Limit of Indemnity for Internal Crime, such amount being part of and not in addition to the Limit of Indemnity applicable to the associated Loss covered by this policy.</p>
<b>Discovery Period</b>	<p>If this policy is not renewed by either You or Us at the end of the Period of Insurance and no similar insurance policy is effected elsewhere, You have a 3 month Discovery Period, commencing immediately following the date of expiry but only in relation to Losses or circumstances which have occurred during the Period of Insurance. Such Losses and circumstances notified to Us during the Discovery Period are deemed to have been notified during the Period of Insurance.</p> <p>The Discovery Period shall terminate immediately upon the commencement date of any similar insurance policy obtained by You that covers (or but for the existence of this policy would cover) the Loss in whole or in part.</p> <p>No Discovery Period will be available following cancellation of the policy in accordance with the provisions of the Cancellation Condition.</p>
<b>Expenses</b>	<p>We will cover You for Expenses.</p> <p>The maximum We will pay for any Single Loss is the lesser of</p> <ol style="list-style-type: none"> <li>(1) 10% of the Internal Crime Limit of Indemnity, or</li> <li>(2) £250,000</li> </ol> <p>such amount being in addition to the Limit of Indemnity applicable to the associate Loss covered by this policy.</p>
<b>Inadvertent non-compliance with the Obligations</b>	<p>We will not be liable to pay any claim if You have not complied with and operated any one or more of the Obligations which is material to any part of that claim unless You can conclusively demonstrate that this non-compliance was an Inadvertent Breach of the Obligations. This Clause does not apply for the References Obligation.</p> <p>For the purposes of this Clause an Inadvertent Breach of the Obligations means any failure by any Employee to comply with any part of the Obligations which was without the knowledge or consent of any director, partner, Member, trustee, officer, department director, senior manager or equivalent of Yours, but only if You can conclusively demonstrate that You</p> <ol style="list-style-type: none"> <li>(1) had communicated the relevant Obligation(s) in writing to all Employees with responsibility for Money, stock and/or accounts</li> <li>(2) instructed all Employees of their duty to comply with and ensure compliance with the Obligations.</li> </ol> <p>If We pay or agree to pay any claim or part of any claim where You did not comply with or operate the obligations the amount of The Excess will be increased by £5,000.</p>

<b>Failure to obtain References Sub Limit</b>	<p>If, in the event of a claim, You are unable to produce references in accordance with the References Obligation for an Employee or every Employee acting In Collusion Our maximum liability will be the lowest of</p> <ol style="list-style-type: none"> <li>(1) 10% of the Internal Crime Limit of Indemnity</li> <li>(2) 10% of any lower limit applicable to the claim</li> <li>(3) £50,000.</li> </ol>
<b>Loss of Interest</b>	<p>We will cover You in respect of the amount of any interest that would have been received by You or that has become payable by You, provided that Our liability for such interest received or payable is calculated by applying the average of the Bank of England base rate in force between the time You sustain such Loss and the date of Discovery of the Loss.</p> <p>The maximum We will pay under this Clause during the Period of Insurance is 15% of the Limit of Indemnity, such amount being part of and not in addition to the Limit of Indemnity applicable to the associated Loss covered by this policy.</p>
<b>Payment of Court Attendance</b>	<p>We will pay You compensation for any principal, partner, Member, director or Employee who is required as a witness to attend</p> <ol style="list-style-type: none"> <li>(1) court,</li> <li>(2) an arbitration or mediation by legal advisors,</li> <li>(3) a meeting with the police or other law enforcement authorities at their offices or</li> <li>(4) a consultation with a barrister acting with Our written consent.</li> </ol> <p>The compensation We will pay per day is</p> <ol style="list-style-type: none"> <li>(a) £500 per day for any principal, partner, Member or director</li> <li>(b) £250 per day for any Employee not falling within (a) above</li> </ol> <p>The maximum We will pay for any Single Loss is £5,000, such amount being in addition to the Limit of Indemnity applicable to the associated Loss covered by this policy.</p>
<b>Recruitment Costs</b>	<p>We will cover You for Recruitment Costs.</p> <p>The maximum We will pay under this Clause for any Single Loss is £5,000, such amount being part of and not in addition to the Limit of Indemnity applicable to the associated Loss covered by this policy.</p>
<b>CLAIMS CONDITIONS</b>	<p><b><i>Applicable to this section.</i></b></p> <p><b><i>Important Notice</i></b></p> <p><b><i>If in relation to any claim, You fail to fulfil or observe the requirements imposed upon You by these claims conditions You may lose Your right to cover or payment for that claim.</i></b></p>
<b>Claims Notification</b>	<p>You must</p> <ol style="list-style-type: none"> <li>(1) tell Us as soon as reasonably practicable after Discovery and in any event no later than 60 days after Discovery, and</li> <li>(2) 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</li> <li>(3) provide Us with conclusive proof of loss with full details within six months of the date of Discovery.</li> </ol> <p>Any written notice should be sent to:</p> <p>The Senior Claims Manager  Aviva Corporate and Speciality Risk  80 Fenchurch Street, London, EC3M 4AE  Tel: 020 7157 2569</p>

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**CONDITIONS**

*The following conditions apply to this Section in addition to the Policy Conditions at the back of this policy.*

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**Acquisitions****During the Period of Insurance**

We will automatically extend cover to include any new Subsidiary Company or Associated Company which You create or acquire during the Period of Insurance, provided that the new Subsidiary Company or Associated Company

- (1) is registered and domiciled in the Territorial Limits
- (2) has a gross annual turnover and total number of Employees which is less than 25% of Your combined total gross annual turnover and combined total number of Employees respectively (including for the avoidance of any doubt those of any Subsidiary Companies and Associated Companies declared to us immediately before the new acquisition or creation)
- (3) has not in the preceding three years had a loss or series of related losses which exceed the lesser of
  - (a) 50% of the Limit of Indemnity that would have been applicable had such loss or series of related losses been recoverable under this policy, or
  - (b) £1,000,000
- (4) carries out business activities which are not materially different to The Business, and
- (5) has security and fraud risk control procedures which match or exceed those most recently advised to Us by You.

If the new Subsidiary Company or Associated Company does not meet all of the conditions noted in (1) to (5) above, We will automatically provide cover from the date of creation or acquisition for a period of 90 days during which time the Policyholder first named in the Schedule must provide Us with full details of such new Subsidiary Company or Associated Company and pay Us any additional premium We may reasonably require to provide cover. Failure to provide such details and to pay any additional premium during the 90 day period will result in any claim under this section by the new Subsidiary Company or Associated Company being barred.

Unless otherwise agreed in writing by Us, cover under this section shall only apply to any crime committed (or, for the purposes of cover under Impairment of Money and Securities, any disappearance, damage or destruction occurring) after the date of the creation or acquisition of the new Subsidiary or Associated Company.

**Prior to the Period of Insurance**

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

**Acquisition of The Policyholder first named in The Schedule**

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

- (1) a change in ownership of the controlling interest of the share capital of The Policyholder first named in The Schedule, or
- (2) a person or persons acting in concert acquiring a majority of the voting rights to appoint or remove directors of The Policyholder first named in The Schedule, or 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 first named in The Schedule.

Following termination, The Policyholder first named in The Schedule 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 under Impairment of Money and Securities, any disappearance, damage or destruction occurring prior to the event described in (1) or (2) above.

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<b>Authorisation</b>	<p>It is a condition of this section that The Policyholder first named in The Schedule acts for all of You with respect to the</p> <ol style="list-style-type: none"> <li>(1) giving and receiving of notice of Discovery</li> <li>(2) payment of premiums and the receiving of any return premiums that may become due under this section</li> <li>(3) negotiation of claims and receipt of claims payments</li> <li>(4) negotiation, agreement to and acceptance of endorsements, and</li> <li>(5) giving or receiving of any notice provided for in this section</li> </ol> <p>and all of You agree that The Policyholder first named in The Schedule shall so act on Your behalf.</p>
<b>Basis of Settlement</b>	<p>We will not be liable for more than</p> <ol style="list-style-type: none"> <li>(1) in respect of any claim for loss of Securities the lesser of <ol style="list-style-type: none"> <li>(a) the market value of Securities on the business day immediately preceding the day on which the loss is Discovered</li> <li>(b) the cost of replacing the Securities</li> </ol> </li> <li>(2) 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 will be in pounds sterling</li> <li>(3) 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</li> <li>(4) in respect of loss of other Insured Property the lesser of <ol style="list-style-type: none"> <li>(a) the value of the Insured Property at the date of the loss</li> <li>(b) the cost of repairing or replacing the Insured Property with property of a similar quality and value at the date of the loss.</li> </ol> </li> </ol>
<b>Contacts (Rights of Third Parties)</b>	<p>A person or organisation who is not a party to this section has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of this section. This does not affect any right or remedy of a third party which exists or is available apart from that act.</p>
<b>Disposals and Closures</b>	<p>Unless otherwise agreed in writing by Us, this section shall terminate</p> <ol style="list-style-type: none"> <li>(1) for a Subsidiary Company or Associated Company upon <ol style="list-style-type: none"> <li>(a) the appointment of a liquidator, receiver, administrative receiver, administrator, supervisor, trustee or other similar insolvency appointee or fiduciary in respect of the Subsidiary Company or Associated Company, or</li> <li>(b) 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 under Impairment of Money and Securities as a result of disappearance, damage or destruction that occurred) prior to the date of sale or disposal, We will continue to provide over under this section to the company provided that <ol style="list-style-type: none"> <li>(i) it ceased being a Subsidiary Company or Associated Company no more than two years prior to commencement of the Period of Insurance during which a Loss is Discovered</li> <li>(ii) it had been continuously insured by Us under this section (or a policy issued by Us for which this is a replacement) during the two years prior to the sale or disposal, and</li> <li>(iii) the crime (or for the purposes of cover under Impairment of Money and Securities the disappearance, damage or destruction) giving rise to the Loss occurred during a period when We insured the company under this section and prior to the date that such entity ceased being a Subsidiary Company or Associated Company</li> </ol> </li> </ol> </li> <li>(2) for a Benefit Scheme upon it being closed, wound up or transferred to an entity other than The Policyholder.</li> </ol> <p>Following termination pursuant to this condition, The Policyholder first named in The Schedule may continue to notify Loss first Discovered during the Period of Insurance (or applicable Discovery Period), provided that We will only provide indemnity in respect of any crime committed or for the purposes of cover under Impairment of Money and Securities, any disappearance, damage or destruction occurring prior to the event described in (1) or (2) above.</p>

<b>Joint Policy</b>	Each of You are deemed for all purposes under this section to be insured jointly and not separately for their respective several insurable interests.
<b>Non Accumulation</b>	<p>In the event that</p> <ol style="list-style-type: none"> <li>(1) You incur Losses, Expenses, or other losses, which together constitute a Single Loss, over more than one Period of Insurance, or</li> <li>(2) a Single Loss arises from or is attributable to more than one act committed over more than one Period of Insurance, or</li> <li>(3) a Single Loss arises from or is attributable to one originating cause that spans more than one Period of Insurance,</li> </ol> <p>You may only submit a single claim in respect of the Single Loss, in respect of which the Limit of Indemnity shall be that applying to the Period of Insurance during which the loss or Loss was first Discovered.</p>
<b>Non Assignment</b>	No change in, modification of, or assignment of any interest under this section shall be effective except when made by written endorsement to this section duly executed on Our behalf.
<b>Our Liability</b>	<ol style="list-style-type: none"> <li>(1) The maximum amount which We will pay for or in connection with any Single Loss first Discovered during any one Period of Insurance (or applicable Discovery Period) shall not exceed the Limit of Indemnity applicable to such Single Loss.</li> <li>(2) The maximum amount which we will pay for or in connection with all Single Losses first Discovered during any one Period of Insurance (or applicable Discovery Period) shall not exceed the Limit of Indemnity for Internal Crime.</li> <li>(3) Should more than one Cover apply to a Single Loss, the Maximum amount We will pay will be the highest single Limit of Indemnity applicable to such Single Loss.</li> <li>(4) Our liability applies in excess of the total amount of the Excess applicable to any Single Loss</li> <li>(5) The Limit of Indemnity does not apply separately for each of You.</li> </ol>
<b>Other Insurances</b>	<p>Where any loss covered by this section 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 section and names Us as the primary insurer) or would be so covered but for the existence of this section, 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 section not been effected.</p> <p>If recovery is not available under the other insurance, indemnity or bond, due to a breach of a warranty term or condition, then this section will continue to sit in excess of such other limit as though recovery had been available.</p> <p>Where part of a loss is covered under this section and part under a policy held by You which predates this section, the Excess applicable to the loss under this section shall be reduced by the excess or deductible actually applied to the loss under such prior policy.</p>
<b>Payee Account Changes</b>	<p>If in relation to any claim You have failed to fulfil the following condition, which is material to that claim, We will not pay that claim.</p> <ol style="list-style-type: none"> <li>(1) Where a request is made by a supplier or other payment recipient to change bank details on Your payment system, the request will be verified by contacting an authorised representative of the supplier or payment recipient, using contact details held on file, rather than those contained on the change instruction itself, prior to making any changes</li> <li>(2) When paying invoices, any variances on existing payment details are checked and verified with the payment recipient using contact details held on file rather than those contained on the invoice itself, prior to making the payment.</li> </ol>
<b>Recoveries</b>	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 Indemnity, then to Us for the amount paid under the claim and then to You for the amount of the Excess.

<b>Termination</b>	The commencement of cover under this section 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.
<b>OBLIGATIONS</b>	
<b>Audit</b>	<p>If in relation to any claim You have failed to fulfil the following condition, which is material to that claim, We will not pay that claim.</p> <p>Independent professional accountants or auditors will examine Your accounts at least every 12 months.</p>
<b>Bank Account Reconciliation</b>	<p>If in relation to any claim You have failed to fulfil the following condition, which is material to that claim, We will not pay that claim.</p> <p>All cash book entries will be checked by someone other than the Employees responsible at least once in every 30 days against bank statements, receipts and other supporting documentation and the balance tested against cash and un-presented cheques.</p>
<b>Cash Balances, Floats and Petty Cash</b>	<p>If in relation to any claim You have failed to fulfil the following condition, which is material to that claim, We will not pay that claim.</p> <p>The amount of cash balances, floats and petty cash will be laid down and will be subject to a physical check against supporting documents by someone other than the Employees responsible at least every 30 days.</p>
<b>Cheque Issue</b>	<p>If in relation to any claim You have failed to fulfil the following condition, which is material to that claim, We will not pay that claim.</p> <ol style="list-style-type: none"> <li>(1) Cheques will only be signed after they have been fully completed</li> <li>(2) All manually prepared cheques with a value over £5,000 will be signed by at least two authorised signatories.</li> <li>(3) If cheques are prepared and signed by computer or machine <ol style="list-style-type: none"> <li>(a) dual control will be exercised over the operation</li> <li>(b) at least one further manual signature will be applied where the value of the cheque exceeds £25,000</li> <li>(c) supporting documentation will be examined and authorised prior to signing by computer or machine</li> </ol> </li> <li>(4) All signatories, will examine the supporting documentation against the cheque prior to signing.</li> </ol>
<b>Computer Security</b>	<p>If in relation to any claim You have failed to fulfil the following condition, which is material to that claim, We will not pay that claim.</p> <ol style="list-style-type: none"> <li>(1) All update and amendment access to computer systems and programs containing accounting, stock and other valuable records will be protected by passwords. Passwords will be chosen by and confidential to the user and will be changed at least every 90 days</li> <li>(2) If You allow dial-up, internet or other external access to Your computer systems You will protect them with firewalls and anti-virus software which You will update regularly.</li> </ol>
<b>Debtors</b>	<p>If in relation to any claim You have failed to fulfil the following condition, which is material to that claim, We will not pay that claim.</p> <ol style="list-style-type: none"> <li>(1) Where You allow credit, statements of account will be issued at least once in every 30 days. If the issue of statements involves any Employees who receive payments then all accounts including all suppressed and suspense accounts will be reviewed by someone other than the Employees responsible at least once in every 90 days</li> <li>(2) Management action will be taken before an account becomes 90 days overdue.</li> </ol>

<b>Funds Transfer Controls</b>	<p>If in relation to any claim You have failed to fulfil the following condition, which is material to that claim, We will not pay that claim.</p> <ol style="list-style-type: none"> <li>(1) In respect of funds transfers involving electronic instructions <ol style="list-style-type: none"> <li>(a) at least dual control will be imposed to ensure that no one Employee can complete a funds transfer payment from beginning to end</li> <li>(b) all Employees involved will require unique passwords to access the terminal, computer or system. Passwords will be confidential to the user</li> </ol> </li> <li>(2) In respect of all telephone and facsimile instructions the bank or financial institution will be instructed to telephone an Employee other than the person who sent, issued, gave or transmitted, or purported to send, issue, give or transmit, the instructions to check that they are valid prior to transferring the funds</li> <li>(3) You will comply with all process and security controls agreed with the bank or other financial institution, through which Your transfers are made.</li> </ol>
<b>Money Received and Banking</b>	<p>If in relation to any claim You have failed to fulfil the following condition, which is material to that claim, We will not pay that claim.</p> <ol style="list-style-type: none"> <li>(1) Any Employee who receives or collects money and/or cheques in the course of their duties away from The Premises will be required to remit them to You at least 1 time per week</li> <li>(2) All money and cheques received by Employees at The Premises, including that remitted in (1) above, will be banked at least 2 times per week.</li> </ol>
<b>Payroll</b>	<p>If in relation to any claim You have failed to fulfil the following condition, which is material to that claim, We will not pay that claim.</p> <p>The cast of the payroll will be examined at least once in every 90 days by someone other than the Employees responsible to check that the total amount drawn is correct and that there are no past or fictitious Employees included.</p>
<b>Purchases</b>	<p>If in relation to any claim You have failed to fulfil the following condition, which is material to that claim, We will not pay that claim.</p> <p>In respect of purchases with a value of over £1,000 of machinery, equipment, goods, materials, services, contracts and sub-contracts, no one Employee will be able to perform the following three stages on their own</p> <ol style="list-style-type: none"> <li>(1) order</li> <li>(2) certificate receipt or completion, and</li> <li>(3) authorise payment.</li> </ol>
<b>References</b>	<p>If in relation to any claim You have failed to fulfil the following condition, which is material to that claim, We will not pay that claim.</p> <p>For all Employees engaged in any role</p> <ol style="list-style-type: none"> <li>(1) that involves handling Money, payments, orders, statements of account, stock</li> <li>(2) that involves having update and amendment access to accounting and stock recording systems</li> <li>(3) in Your accounts, information technology, information systems or computer departments</li> <li>(4) with a supervisory, management or directorial content</li> </ol> <p>on or after the date this section was first incepted, satisfactory written or fully documented verbal references will be obtained directly from former employers.</p> <p>Such references must cover the preceding 2 year(s) of employment and must be provided in the event of a claim. Any gaps in the preceding 2 year(s) of employment must be accounted for.</p> <p>References need not be obtained in respect of Employees who have satisfactorily and continuously been employed by You for at least 12 months in any capacity other than stated in (1) to (4) above.</p> <p>In respect of Employees joining directly from school or Government sponsored youth training schemes at least one character reference will be obtained.</p>

<b>Residents Property</b>	<p>If in relation to any claim You have failed to fulfil the following condition, which is material to that claim, We will not pay that claim.</p> <p>If You allow Employees to take control of Money or other property which belongs to Your residents or Clients, including pensions, annuities and benefits, You should lay down procedures to record and account for all such circumstances. If You do not allow Employees to take such control You should advise all Employees of the position and instruct them to behave accordingly.</p>
<b>Stock Control</b>	<p>If in relation to any claim You have failed to fulfil the following condition, which is material to that claim, We will not pay that claim.</p> <p>All stocks, including any raw materials and work in progress, will be subject to at least once in every 12 month(s) a physical check against verified stock records by someone other than the Employees responsible.</p>
<b>EXCEPTIONS</b>	<p><b><i>The following exceptions apply to this Section in addition to the Policy Exceptions at the back of this policy.</i></b></p> <p><i>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.</i></p> <p>We will not provide indemnity in respect of</p>
<b>Authorised Agents &amp; Representatives</b>	<p>We will not provide cover for 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.</p> <p>This exception shall not apply</p> <ol style="list-style-type: none"> <li>(1) 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, or</li> <li>(2) to the cover provided under Outsource Service Provider Crime.</li> </ol>
<b>Corporate Valuations</b>	<p>We will not provide cover for 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.</p>
<b>Discovery Prior to the Period of Insurance</b>	<p>We will not provide cover for loss first Discovered prior to the commencement of the Period of Insurance.</p>
<b>Excess</b>	<p>We will not provide cover for the Excess shown in The Schedule.</p>
<b>Financial Trading</b>	<p>We will not provide cover for 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 section.</p>
<b>Inventory Losses</b>	<p>We will not provide cover for 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 identifiable Employee, then You may offer Your inventory records and actual physical count of inventory in support of the amount of Loss claimed.</p>
<b>Kidnap, Ransom and Extortion</b>	<p>We will not provide cover for loss resulting directly or indirectly from kidnap, ransom or extortion by a Third Party or Outsource Service Provider (not acting In Collusion with an Employee), including any negotiation, investigation, travel or medical costs, medical fees or ancillary expenses.</p>
<b>Loss After Discovery</b>	<p>We will not provide cover for loss caused by</p> <ol style="list-style-type: none"> <li>(1) an Employee after You have discovered any act of Theft, fraud, dishonesty, malicious damage or criminal damage by that Employee <ol style="list-style-type: none"> <li>(a) whilst in Your service or being employed by You, or</li> <li>(b) 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 exceeded £15,000.</li> </ol> </li> <li>(2) an Outsource Service Provider after You have discovered any act of Theft, fraud, dishonesty, malicious damage or criminal damage by that Outsource Service Provider.</li> </ol>

<b>Loss Between You</b>	We will not provide cover for loss sustained by one of You to the advantage of any other of You.
<b>Loss or Damage by Fire or Explosion</b>	We will not provide cover for loss or damage caused by fire or explosion. This exception does not apply to (1) loss or damage to Money or Securities, or (2) damage to a safe, vault, cash register, cash box or cash drawer.
<b>Major Shareholders</b>	We will not provide cover for loss resulting from the fraudulent or dishonest actions of any person 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. 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.
<b>Public Utility Fraud</b>	We will not provide cover for loss or damage arising from the direct theft or diversion of gas, water or electricity by a Third Party from the Premises.
<b>Terrorism</b>	We will not provide cover for any loss or consequence whatsoever resulting directly or indirectly from or in connection with Terrorism, or any action in controlling, preventing, suppressing or in any way relating to Terrorism, regardless of any other contributory cause or event.  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.
<b>Telecommunications Fraud</b>	We will not provide cover for loss or damage arising from fraudulent and unauthorised access and use by a Third Party of any telephone systems owned or leased by You.
<b>Trade Secrets and Confidential Information</b>	We will not provide cover for loss of or damage to or disclosure of proprietary information, trade secrets, confidential processing methods, intellectual property, customer details or other confidential information of any kind.  This exception shall not prevent a claim for other Loss caused by an Internal 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.

# GROUP PERSONAL ACCIDENT

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<b>CONTACT DETAILS FOR CLAIMS SERVICES</b>	<p>Our claims service is available during normal office hours (Monday to Friday from 9am to 5pm). Alternatively, you can write to them at the following address</p> <p><b>Postal Address:</b></p> <p>Group Personal Accident &amp; Sickness Claims Aviva 2-10 Albert Square Manchester M60 8AD</p> <p><b>Email Mailbox: <a href="mailto:gpaclaims@aviva.co.uk">gpaclaims@aviva.co.uk</a></b></p>
<b>CLAIMS SERVICE</b>	<p>08000 516583</p>
<b>DEFINITIONS</b>	<p><b><i>The following definitions apply to this Section in addition to the Policy Definitions at the front of this policy and keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.</i></b></p>
<b>Accident/Accidental</b>	<p>A sudden violent external unforeseen and identifiable event.</p>
<b>Accidental Bodily Injury</b>	<p>(1) Injury caused by Accidental and/or violent means (2) Injury resulting from Exposure occurring within 24 months from the date of such Accident or Exposure.</p>
<b>Animal Attack</b>	<p>The clamping of skin and subjacent soft tissues between the upper and lower mandible of an animal, which may cause puncture wounds, lacerations, cause infections or, act as a disease vector.</p>
<b>Benefit Period</b>	<p>The total period, after the expiry of any Deferment Period stated in The Schedule, for which We will pay benefits for Temporary Total Disablement and/or Temporary Partial Disablement in respect of any one Accident to any Insured Person.</p>
<b>Business Equipment</b>	<p>Any property which is owned hired or borrowed by The Policyholder and/or Insured Person, other than Business Samples and used in the conduct of The Business.</p>
<b>Business Partner</b>	<p>An individual who has entered into a legal contract with one or more people to manage the business of The Policyholder and to share in the responsibilities, resources, profits and liabilities of such business.</p>
<b>Business Samples</b>	<p>Any samples of the produce created in the normal activities of The Policyholder.</p>
<b>Capital Benefits</b>	<p>Loss of Hearing, Loss of Limb, Loss of Sight, Loss of Speech, Loss of Internal Organ and Permanent Total Disablement.</p>
<b>Corporate Event</b>	<p>Any business related event organised by You or on Your behalf to promote Your business.</p>
<b>Country of Residence</b>	<p>The country in which the Insured Person has resided for the last 12 months or more.</p>
<b>Deferment Period</b>	<p>The number of calendar days at the commencement of each and every period of Temporary Total Disablement and/or Temporary Partial Disablement for which benefit is not payable.</p>
<b>Dependant(s)</b>	<p>Any natural or legally adopted children or legal wards of an Insured Person (and/or a Partner where applicable) who at the time of the Accident are no older than 18 years of age or 25 years of age if in full time education or any other person who is dependent on the Insured Person for whom the Insured Person is in receipt of a carer's allowance or attendance benefit from the state.</p>
<b>Director(s)</b>	<p>A serving director (other than a non-executive director) of The Policyholder whose details have been notified to Companies House in accordance with Section 288 of the Companies Act 1985 or any statutory amendment modification or re-enactment of such Act or Regulations.</p>
<b>Employee(s)</b>	<p>Any person under a contract of employment, contract of service or apprenticeship with The Policyholder who is not a Director or a Business Partner.</p>
<b>Exposure</b>	<p>Death and/or injury to an Insured Person as a direct result of exposure to the elements.</p>
<b>Fracture</b>	<p>A break in a bone into two or more pieces.</p>

<b>Hemiplegia</b>	The total and permanent paralysis of both limbs on one side of the body that results from Accidental Bodily Injury, which in all probability shall continue for the remainder of the Insured Person's life. The term Hemiplegic shall be interpreted accordingly.
<b>Hospital</b>	Any establishment which is registered or licensed as a full time facility for surgical and medical diagnosis and treatment of injured and sick persons by and under the supervision of a Qualified Medical Practitioner continuously providing a 24 hours a day nursing service supervised by State Registered Nurses or nurses with equivalent qualifications and is not primarily a mental institution or a place of rest for the aged, for drug addicts or alcoholics.
<b>Immediate Family</b>	Shall include the following: Partner, grandchild, Dependant(s), brother, sister, parent, or grandparent and corresponding family in-laws of the Insured Person, or anyone noted as next of kin on any legal document.
<b>In-home Domestic</b>	Any person employed (excluding any member of the Insured Person's family) in one or more of the following capacities: nanny, cook, cleaner or house-keeper.
<b>Insured Journey</b>	Any <ul style="list-style-type: none"> <li>(i) authorised journey in connection with The Business not exceeding twelve months in duration (unless otherwise agreed by Us), or</li> <li>(ii) journey taken for leisure purposes (as permitted under The Schedule) not exceeding 60 days in duration (unless otherwise agreed by Us),</li> </ul> occurring during the Period of Insurance. The Operative Time of Cover in respect of such journey is as stated in The Schedule.
<b>Insured Person</b>	You and/or any person or category of persons shown in The Schedule aged 85 or under at the effective date of the current Period of Insurance.
<b>Loss of Hearing</b>	Total and permanent loss of hearing in one or both ears to the extent that the hearing loss is greater than 95 decibels across all frequencies using a pure tone audiogram.
<b>Loss of Internal Organ</b>	Total and permanent loss of by removal or effective loss of use of one lung or one kidney, the spleen or the liver.
<b>Loss of Limb</b>	Shall mean in respect of <ul style="list-style-type: none"> <li>(1) an arm - physical severance of all four fingers at or above the metacarpal phalangeal joints (where the fingers join the palm of the hand), and/or</li> <li>(2) a leg - physical severance at or above the level of the ankle (talo-tibial joint)</li> </ul> and shall also mean permanent total 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), or leg at or above the level of the ankle (talo-tibial joint).
<b>Loss of Sight</b>	The total and permanent loss of sight, which shall be deemed to have occurred <ul style="list-style-type: none"> <li>(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 specialist.</li> <li>(2) in one eye when the degree of sight remaining after correction is 3/60 or less on the Snellen Scale (which means the Insured Person is only able to see at 3 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.</li> </ul>
<b>Loss of Speech</b>	Total and permanent loss of speech.
<b>Operative Time of Cover</b>	The period of time during which You or an Insured Person is covered by this section as described in The Schedule <ul style="list-style-type: none"> <li>(1) Continuous 24 hours a day worldwide.</li> <li>(2) Occupational Whilst the Insured Person is engaged in their usual occupational duties on Your behalf.</li> <li>(3) Occupational including Commuting Whilst the Insured Person is engaged in their usual occupational duties on Your behalf or whilst travelling directly between the Insured Person's place of residence and place of work.</li> <li>(4) Or any time as specified within, or endorsed on, The Schedule.</li> </ul>



<b>Partner</b>	The spouse or civil partner of an Insured Person living at the same address as the Insured Person for at least 12 months.
<b>Paraplegia</b>	The total and permanent paralysis of both lower limbs, bladder and rectum as a result of Accidental Bodily Injury, which in all probability shall continue for the remainder of the Insured Person's life. The term Paraplegic shall be interpreted accordingly.
<b>Permanent Total Disablement</b>	Permanent disablement, wholly preventing the Insured Person from engaging in or giving attention to their usual occupational duties on Your behalf, caused other than by Loss of Limb or Loss of Sight or Loss of Speech or Loss of Internal Organ or Loss of Hearing, where disablement lasts without interruption for more than 12 months from the date of Accident, and in all probability shall continue for the remainder of the Insured Person's life.
<b>Quadriplegia</b>	The total and permanent paralysis of all four limbs as a result of Accidental Bodily Injury, which in all probability shall continue for the remainder of the Insured Person's life. The term Quadriplegic shall be interpreted accordingly.
<b>Qualified Medical Practitioner</b>	A doctor or specialist who is registered or licensed to practise medicine or dentistry under the laws of the country they practise in, other than a Business Partner, Director or Employee, or Insured Person of the Policyholder, or, a member of the Immediate Family of an Insured Person.
<b>Rehabilitation Expenses</b>	The reasonable expenses necessarily incurred in engaging professional rehabilitation advice and assistance to retrain the Insured Person, including payment at Our discretion for consultations, diagnosis, physiotherapy treatment, and operations.
<b>Salary</b>	The Insured Person's wages/salary, including overtime, commission or bonus payments, drawings or Director dividend payments received in the 12 months immediately preceding the date of Accident or sickness (all prior to deductions) or for weekly paid Employees 52 times the Insured Person's Weekly Wage immediately preceding the date of Accident or sickness (all prior to deductions).
<b>Sickness</b>	Sickness or disease (not resulting from Accidental Bodily Injury) contracted anywhere in the world.
<b>Temporary Partial Disablement</b>	Disablement which prevents the Insured Person from engaging in or attending to over 50% of their usual occupational duties on Your behalf.
<b>Temporary Total Disablement</b>	Disablement which entirely prevents the Insured Person from engaging in or attending to their usual occupational duties on Your behalf.
<b>Terrorism</b>	(1) Any act or acts including but not limited to (a) the use or threat of force and/or violence, and/or (b) 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 (2) Any action taken in controlling, preventing, suppressing or in any way relating to (1) above.
<b>Third Degree Burns</b>	Third degree burns or full thickness burns caused by contact with dry heat, moist heat, chemicals, electricity, lightning or radiation. Third degree burns describes where the epithelising elements and those lining the sweat glands, hair follicles, and sebaceous glands are destroyed.
<b>Triplegia</b>	The total and permanent paralysis of both legs below the hip and one arm below the shoulder or both arms below the shoulder and one leg below the hip, which in all probability shall continue for the remainder of the Insured Person's life. The term Triplegic shall be interpreted accordingly.
<b>Weekly Wage</b>	The average gross weekly wage (or in the case of salaried 1/52nd of their Salary) normally paid to the Insured Person as a wage or salary for services (including overtime, commission or bonus payments) prior to all deductions paid in the 12 week period (or any shorter period if the Insured Person has been employed for less than 12 weeks) before the date of commencement of the period of Temporary Total Disablement or Temporary Partial Disablement.

<b>COVER</b>	<p>We will pay the amount shown in The Schedule to You, for Accidental Bodily Injury to an Insured Person occurring during the Period of Insurance which, within 24 months of the date of the Accident solely directly and independently of any other cause results in any of the benefits listed below</p> <ol style="list-style-type: none"> <li>(1) Death</li> <li>(2) Capital Benefits</li> <li>(3) Temporary Total Disablement</li> <li>(4) Temporary Partial Disablement.</li> </ol>
<b>Amount Payable</b>	The amount payable to You in respect of any Insured Person shall be the amount as stated in The Schedule for that category of Insured Person.
<b>CLAUSES</b>	<b><i>The following clauses apply to the Personal Accident Section</i></b>
<b>Accidental Death of, or Capital Benefit for, Visitors</b>	<p>We will pay You a benefit, in the event that a third party visits Your premises during the Operative Time of Cover, in an authorised business capacity, and sustains Accidental Bodily Injury that, had the visitor been a Business Partner, Director or Employee, would have resulted in a valid death or Capital Benefits claim.</p> <p>We will pay You a benefit of £25,000 any one visitor subject to a maximum payment of £250,000 in the aggregate in respect of any one claim.</p>
<b>Animal Attack Benefit</b>	<p>We will pay for cosmetic surgery in the event that the Insured Person is subject to an Animal Attack and the Insured Person sustains Accidental Bodily Injury and scarring which results in a valid Capital Benefits claim.</p> <p>The maximum We will pay any one claim is £5,000.</p>
<b>Catastrophe</b>	In the event that a single Accident during the Period of Insurance results in payment of a death benefit under this section for five or more Business Partners, Directors or Employees of the Policyholder, We will pay You an additional £75,000 any one accident/amount equal to 25% of the total sum insured payable for those Business Partners, Directors or Employees.
<b>Childcare Expenses</b>	In the event of a claim being paid for Capital Benefits, We will pay You on behalf of the Insured Person up to a maximum of £500 per week for up to a maximum of 104 weeks for necessary childcare expenses incurred during the recovery/rehabilitation process.
<b>Coma Benefit</b>	In the event that an Insured Person sustains Accidental Bodily Injury during the Operative Time of Cover, which results in a continuous unconscious state, We will pay You on behalf of the Insured Person, an additional sum of £50 per day for each complete day of continuous unconsciousness up to a maximum of 730 days.
<b>Commuting Expenses</b>	In the event that an Insured Person sustains Accidental Bodily Injury during the Operative Time of Cover, which results in a payment of Capital Benefits or Temporary Total Disablement or Temporary Partial Disablement, We will pay You on behalf of the Insured Person for any reasonable costs of a taxi or chauffeur or other additional costs incurred to transport the Insured Person to and from their normal place of residence and their usual place of work up to a maximum of £250 per week and a maximum limit of £5,000.
<b>Corporate Event</b>	In the event that a person not insured under any category of the Group Personal Accident section of this insurance attends a Corporate Event, and their attendance is agreed by You, and sustains Accidental Bodily Injury resulting in death or a Capital Benefits loss We will pay You a benefit of £25,000 per person subject to a maximum payment of £250,000 any one claim.
<b>Cosmetic Surgery</b>	<p>In the event an Insured Person has a valid claim under Capital Benefits and the benefit amount is £50,000 or more, We will pay for the reasonable costs incurred for cosmetic reconstructive treatment (other than for injury as a result of surgical procedure) as recommended by the treating Qualified Medical Practitioner if incurred within 104 weeks of the Accident. The maximum We will pay any one claim is £7,500.</p> <p>We will not pay this benefit in addition to the Third Degree Burns benefit and Facial Disfigurement benefit.</p>
<b>Damage to Property</b>	If, during the Operative Time of Cover, an Insured Person sustains damage to their personal property as a result of unprovoked assault causing Accidental Bodily Injury, We will pay You the cost of repairing or replacing such personal property. The maximum We will pay is £1,500 any one claim.

<b>Disappearance</b>	<p>If an Insured Person has been missing for a period of 180 consecutive days and there is sufficient evidence to support the conclusion that death has been caused by Accidental Bodily Injury, such Insured Person will be presumed to have died.</p> <p>However, You will repay any benefit if such Insured Person is found to have been alive or is found alive.</p>
<b>Executor Expenses</b>	<p>In the event that an Insured Person sustains Accidental Bodily Injury following an Accident which results in death, We will, on production of an interim death certificate, pay the necessary costs incurred as a direct consequence of the death of the Insured Person which require immediate payment by the executor to the estate of the Insured Person. The maximum We will pay is £2,000 any one claim.</p>
<b>Facial Disfigurement</b>	<p>In the event that an Insured Person suffers an Accidental Bodily Injury which, within two years is the sole cause of permanent facial disfigurement with visible scar tissue of at least one centimetre in length in the area from the hairline to and including the lower jaw and ears We will pay</p> <ol style="list-style-type: none"> <li>(1) scar 1 to 5 cm in length £1,250</li> <li>(2) scar over 5 cm and up to 10 cm in length £2,500</li> <li>(3) scar over 10 cm in length £5,000</li> </ol> <p>up to a maximum of £20,000 per Insured Person.</p> <p>The benefit will not be paid in addition to Third Degree Burns benefit, Cosmetic Surgery benefit or Animal Attack benefit.</p>
<b>Fracture Benefit</b>	<p>In the event the Insured Person sustains Accidental Bodily Injury and directly as a result, the Insured Person fractures one or more of the bones listed below and does not result in a valid Capital Benefits or Temporary Total Disablement or Temporary Partial Disablement claim, the amounts We will pay are</p> <ol style="list-style-type: none"> <li>(1) Hip or Pelvis (excluding coccyx or thigh) £1,000</li> <li>(2) Femur or heel £500</li> <li>(3) Skull (excluding jaw or nose), lower leg collar bone, ankle, elbow, upper or lower arm (including wrist but not Colles' fracture) £500</li> <li>(4) Spine (vertebrae but excluding coccyx) £1,000</li> <li>(5) Maximum for all Fractures in one claim £5,000</li> </ol> <p>We will pay a fracture benefit only once during the lifetime of this section if the Insured Person is diagnosed with osteoporosis prior to or as a result of the Accident that results in a valid claim under this section.</p>
<b>Funeral Expenses</b>	<p>In the event of the Accidental death of the Insured Person during the Operative Time of Cover and the payment of a death benefit under this section, We will pay the Insured Person's estate for the reasonable costs of a funeral up to a maximum payment of £10,000 any one claim, subject to this not being included in any claim under the Medical and Emergency Travel Expenses cover under the Business Travel section.</p>
<b>Home and Workplace Alteration Expenses</b>	<p>In the event that an Insured Person sustains Paraplegia, Hemiplegia, Triplegia or Quadriplegia following Accidental Bodily Injury, We will pay You on behalf of the Insured Person 80% of the costs for the reasonable expenses incurred to make physical changes necessary to the Insured Person's normal place of residence required while living with the permanent disablement.</p> <p>In the event that an Insured Person sustains Loss of Limbs, Loss of Sight, Loss of Speech, Loss of Hearing or Permanent Total Disablement following Accidental Bodily Injury, We will pay You on behalf of the Insured Person for the reasonable expenses incurred to make reasonable adjustments necessary to the Insured Person's normal place of work to cater for the physical changes required while living with the permanent disablement.</p> <p>The maximum We will pay is £20,000 any one claim for Paralysis and £25,000 any one claim for Other Injuries.</p>

<b>Hospitalisation</b>	In the event that an Insured Person is admitted as a Hospital in-patient, as a result of Accidental Bodily Injury occurring during the Operative Time of Cover, We will pay You on behalf of the Insured Person £50 for each complete 24 hour period that the Insured Person spends as an in-patient increasing to £100 for each complete 24 hour period on public or bank holidays, up to a maximum of 365 days subject to this not being included in any claim under the Medical and Emergency Travel Expenses cover, if a Business Travel section has been purchased.
<b>Independent Financial Advice</b>	In the event an Insured Person sustains death or Permanent Disablement from Accidental Bodily Injury, We will pay You on behalf of the Insured Person's Partner or the Insured Person for the fees charged by an Independent Financial Consultant who is authorised and regulated by the Financial Conduct Authority, to provide the Insured Person's legal representatives with professional financial advice. The maximum We will pay is £2,500 any one claim.
<b>Lifesaver</b>	In the event that a person other than an Insured Person attempts to save the life of an Insured Person, and in so doing sustains Accidental Bodily Injury that results in death or Permanent Total Disablement, We will at Your request pay a benefit to such person (or to their legal representatives in the event of their death) up to £25,000 per person and £100,000 any one claim.
<b>Medical Expenses</b>	In the event of an Insured Person sustaining Accidental Bodily Injury We will pay You on their behalf for the cost of any incurred ambulance charges or medical expenses as an inpatient in a Hospital or nursing home up to 25% of the benefit payable subject to a maximum payment of £30,000.
<b>Medical Expenses following Workplace Assault</b>	In the event of an Insured Person sustaining Accidental Bodily Injury from unprovoked assault in their place of work while carrying out their usual occupational duties, We will pay You for the cost of medical expenses incurred. The maximum We will pay is £5,000 any one claim.
<b>Outpatient Travel Expenses</b>	In the event that an Insured Person sustains Accidental Bodily Injury which results in them being treated in Hospital as an outpatient We will pay You on their behalf up to £100 per day for any reasonable costs of a taxi or chauffeur or any additional travel costs to transport the Insured Person to and from their usual place of work or normal place of residence and Hospital for a maximum of 26 weeks from the date of the first claim up to a maximum of £1,000 any one claim.
<b>Partners and Dependants</b>	If, during the Period of Insurance, a Partner and/or Dependant(s) who are not covered under any category of Insured Person suffers Accidental Bodily Injury whilst accompanying the Insured Person on an Insured Journey which, results in a Capital Benefits loss We will pay You or the Insured Person £50,000 any one claim.
<b>Partner Training Expenses</b>	In the event of an Insured Person sustaining Accidental Bodily Injury resulting in death or Permanent Total Disablement, We will pay You for the costs of training the Partner of the Insured Person for an occupation or retraining for an alternative occupation up to a maximum of 26 weeks. The maximum We will pay any one claim is £25,000.
<b>Prosthesis Cover</b>	In the event of Accidental Bodily Injury being sustained by an Insured Person that results in a valid claim for Loss of Limb and the benefit amount is £50,000 or more, We will pay You on behalf of the Insured Person for the costs of providing a prosthesis recommended by the treating Qualified Medical Practitioner. The maximum We will pay is £10,000 any one claim.
<b>Psychological Assistance</b>	In the event of Accidental Bodily Injury being sustained by an Insured Person that results in a valid claim for Permanent Total Disablement or Permanent Partial Disablement, We will pay You for the cost of professional psychological counselling treatment for the Accidental Bodily Injury provided that such treatment is started within 12 months of the date of the Accident and it is prescribed by the treating Qualified Medical Practitioner. The maximum We will pay any one claim is £5,000.
<b>Relocation Expenses</b>	In the event of Accidental Bodily Injury being sustained by an Insured Person that results in a valid claim for Permanent Total Disablement, Loss of Limb(s) or Loss of Sight in both eyes, We will pay for necessary expenses incurred for stamp duty payments, solicitors' and estate agents' fees and removal costs necessitated as a direct result of the Insured Person having to relocate from their current address. The maximum We will pay any one claim is £25,000.

<b>Third Degree Burns Benefit</b>	<p>In the event of the Insured Person sustaining third degree burns resulting from Accidental Bodily Injury, the amounts We will pay are</p> <ol style="list-style-type: none"> <li>(1) Between 9-17% of the body surface £1,500</li> <li>(2) Between 18-26% of the body surface £5,000</li> <li>(3) 27% or more of the body surface £10,000</li> <li>(4) Maximum amount payable any one claim £10,000</li> </ol> <p>The benefit will not be paid in addition to a Facial Disfigurement benefit or Cosmetic Surgery benefit.</p>
<b>Work Experience Staff</b>	<p>If, during the Period of Insurance a person who is not insured under any category of Insured Person suffers Accidental Bodily Injury, whilst engaged in work experience on Your behalf, resulting in death or a Capital Benefits loss We will pay You a benefit amount. The maximum We will pay is £25,000 any one claim.</p>
<b>Your Business Reputation Protection</b>	<p>If an Insured Person or third party visitor, whilst legally on Your premises suffers Accidental Bodily Injury resulting in a valid claim for death or Capital Benefits, We will pay You for all costs incurred for the engagement of a public relations consultant and the release of information through the media directly in connection with such Accidental Bodily Injury to protect Your image. Such costs must be incurred within 30 days of Accidental Bodily Injury. The maximum We will pay is £50,000 any one claim.</p>
<b>ADDITIONAL CLAUSES</b>	<p><b><i>In the event that the Insured Person is a Business Partner, Director or Employee of the Policyholder We will provide the following additional Clauses</i></b></p>
<b>Dental and Optical Expenses</b>	<p>In the event that an Insured Person suffers loss of or damage to teeth, fixed dentures, prescription glasses or contact lenses following Accidental Bodily Injury, We will pay You on behalf of the Insured Person for the cost of necessary dental or optical treatment required within 12 months of the Accident. The maximum We will pay is £2,500 any one claim.</p>
<b>Family Benefit</b>	<p>In the event of the Accidental death of an Insured Person during the Operative Time of Cover, We will increase the death benefit payable by an additional 5% of the sum insured for each surviving Dependant. The maximum We will pay is £25,000 any one claim.</p>
<b>Hospital Visiting Expenses</b>	<p>In the event of an Insured Person being hospitalised as an in-patient following Accidental Bodily Injury occurring during the Operative Time of Cover beyond a 10 mile radius from their normal place of residence, We will pay You on behalf of the Insured Person for reasonable costs of transporting the person nominated by the Insured Person to visit them for the duration of such hospitalization.</p> <p>The maximum We will pay is £100 per day and £5,000 any one claim.</p>
<b>In-home Domestic Service and Commuting</b>	<p>In the event of a claim being paid for Capital Benefits or Temporary Total Disablement, We will pay You on behalf of the Insured Person up to 5% of the benefit claimed for an In-home Domestic Service while recovery is in progress, as well as the cost of a licensed taxi or mini cab service to and from the Insured Person's usual place of work if they have recovered sufficiently to return to work but it is medically certified that they are unable to travel in their usual way to work by either driving a vehicle or travelling on public transport up to a maximum of £10,000 for the expenses incurred.</p>
<b>Hospital Visiting Expenses</b>	<p>In the event of an Insured Person being hospitalised as an in-patient following Accidental Bodily Injury occurring during the Operative Time of Cover beyond a 10 mile radius from their normal place of residence We will indemnify You on behalf of the Insured Person for reasonable costs of transporting the person nominated by the Insured Person to visit them for the duration of such hospitalization. The maximum We will pay is £100 per day and £5,000 any one claim.</p>
<b>Paraplegia Hemiplegia, Triplegia or Quadriplegia</b>	<p>In the event of a valid Capital Benefits claim, We will pay an additional benefit if, as a direct result of the Accident, the Insured Person becomes a Paraplegic, or Hemiplegic, Triplegic or Quadriplegic. The amounts We will pay for any one claim are</p> <ol style="list-style-type: none"> <li>(1) Paraplegia or Hemiplegia £50,000</li> <li>(2) Triplegia £85,000</li> <li>(3) Quadriplegia £125,000</li> </ol>

<b>Permanent Partial Disablement</b>	<p>In the event of an Insured Person suffering permanent disablement as a direct result of Accidental Bodily Injury We will pay a percentage of the benefit provided for Permanent Total Disablement depending on the degree of permanent disablement. Benefits for specific disabilities are:</p> <p>Permanent severance or permanent and total loss of use of</p> <table border="0"> <tr> <td>A thumb</td> <td>30%</td> </tr> <tr> <td>A forefinger</td> <td>20%</td> </tr> <tr> <td>Any finger other than a forefinger</td> <td>10%</td> </tr> <tr> <td>A big toe</td> <td>15%</td> </tr> <tr> <td>Any toe other than a big toe</td> <td>5%</td> </tr> <tr> <td>A shoulder or elbow</td> <td>25%</td> </tr> <tr> <td>A wrist, hip, knee or ankle</td> <td>20%</td> </tr> <tr> <td>The lower jaw by surgical operation</td> <td>30%</td> </tr> </table> <p>Any permanent disability which is not covered by Capital Benefits or any of the benefits above up to a maximum 100% of the Permanent Total Disablement benefit. Any permanent disability under this item will be assessed by considering the severity of the disablement in conjunction with the stated percentages for specific types of permanent disablement stated above. The occupation of the Insured Person will not be taken into consideration during this assessment. If a claim is made for Capital Benefits then a claim for permanent partial disablement cannot also be made.</p>	A thumb	30%	A forefinger	20%	Any finger other than a forefinger	10%	A big toe	15%	Any toe other than a big toe	5%	A shoulder or elbow	25%	A wrist, hip, knee or ankle	20%	The lower jaw by surgical operation	30%
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<b>Post traumatic Stress Disorder Directly Resulting from Terrorism</b>	<p>We will pay You a benefit, if, during the Period of Insurance and during the Operative Time of Cover, the Insured Person directly witnesses an act of Terrorism on a publicly licensed conveyance and, without sustaining physical injury, suffers post traumatic stress disorder resulting in Temporary Total Disablement within six months of the act.</p> <p>The maximum We will pay any one claim is 50% of the Temporary Total Disablement benefit up to a maximum of £500 per week, for a maximum of 13 weeks.</p>																
<b>Pregnancy, Maternity and Paternity Benefits</b>	<p>In the event that an Insured Person is absent through pregnancy, maternity or paternity leave or maternity or pregnancy related illnesses including, but not limited to, miscarriage or still birth, We will pay You a benefit amount for the period the Insured Person is absent from work up to a maximum of 2 weeks, This extension only applies if the Insured Person is eligible for Temporary Total Disablement. No Deferment Period will apply to this extension.</p> <p>The maximum payable any one claim is £150.</p>																
<b>Rehabilitation Expenses</b>	<p>In the event of a valid claim being paid for Capital Benefits, We will pay You for all reasonable expenses incurred in retraining the Insured Person for either an alternative occupation or in order to improve the quality of their life.</p> <p>The maximum We will pay is £20,000 any one claim.</p>																
<b>Replacement Recruitment Expenses</b>	<p>We will pay You a benefit amount for all costs incurred by You, subject to Our prior written approval, to recruit a replacement Business Partner, Director or Employee following</p> <ol style="list-style-type: none"> <li>(1) the Accidental death of an Insured Person that results in a valid death claim under this policy</li> <li>(2) the suicide or attempted suicide of an Insured Person.</li> </ol> <p>The maximum We will pay is £15,000 any one claim.</p>																
<b>Return Home Expenses</b>	<p>Where Accidental Bodily Injury during the Operative Time of Cover results in the Insured Person being incapacitated more than 10 miles from their normal place of residence for more than 72 hours, We will pay You for the additional and reasonable expenses necessarily incurred in returning the Insured Person, their personal belongings and any portable Business Equipment carried by them on the journey, to their normal place of residence or an alternative destination within the United Kingdom. The maximum We will pay is £2,500 any one claim.</p>																
<b>Surviving Dependants Benefits</b>	<p>In the event that the Insured Person and the Insured Person's Partner (whether or not the Insured Person's Partner is an Insured Person under this policy) suffer a fatal injury in the same Accident during the Operative Time of Cover, the Family Benefit will not be payable but instead We agree to double the death benefit payable to the Insured Person or their Partner (if the Partner is also an Insured Person under this section), for apportionment equally to all surviving Dependants. The maximum We will pay is £1,000,000 any one claim.</p>																

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**EXCEPTIONS**

***The following exceptions apply to this Section in addition to the Policy Exceptions at the back of this policy.***

This section does not cover

- (1) The Insured Person engaging in any kind of flying as a pilot
- (2) The Insured Person being a full time member of the armed forces of any nation or international authority or a member of any reserve forces called out for permanent service
- (3) The Insured Person committing or attempting to commit suicide or intentionally inflicting self injury other than Replacement Recruitment Expenses
- (4) The Insured Person's own criminal act
- (5) Any claim incurred in or in respect of travel to Afghanistan, Iran, Iraq, North Korea and Syria or any claim incurred in a country or part of a country where the Foreign and Commonwealth Office has issued warnings against all travel to that country or part, unless referred and agreed by Us in writing.

We will not pay any claim for Accidental Bodily Injury if any of the following have contributed in any way, or if the injury was caused directly or indirectly by the Insured Person suffering from

- (1) any gradually operating cause.
- (2) any naturally occurring condition or degenerative process.
- (3) Sickness or disease (unless resulting directly from Accidental Bodily Injury).

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**CONDITIONS**

***The following conditions apply to this Section in addition to the Policy Conditions at the back of this policy.***

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**Accumulation Limit****Any one accident**

The maximum We will pay, in respect of all benefits under this section in aggregate, in respect of all Insured Persons involved in the same Accident shall not exceed the any one Accident limit stated in The Schedule and individual benefits shall where necessary be reduced proportionally until the total aggregate of individual benefits does not exceed the maximum accumulation limit.

**Multi-Engined Aircraft**

The maximum We will pay, in respect of all benefits under this section in aggregate, in respect of all Insured Persons involved in the same multi-engined aircraft accident or series of multi-engined aircraft accidents caused by, contributed by or consequent upon the same original cause or event shall not exceed the multi-engined aircraft limit stated in The Schedule and individual benefits shall where necessary be reduced proportionately until the total aggregate of individual benefits does not exceed the multi-engined aircraft limit.

**Single-Engined Aircraft**

The maximum We will pay, in respect of all benefits under this section in aggregate, in respect of all Insured Persons involved in the same single-engined aircraft accident or series of single engine-aircraft accidents caused by, contributed by or consequent upon the same original cause or event shall not exceed the single-engined aircraft limit stated in The Schedule and individual benefits shall where necessary be reduced proportionately until the total aggregate of individual benefits does not exceed the single-engined aircraft limit.

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**Acquisition**

If You acquire a new company or business and the staff from that business are added to this insurance We agree to include the additional staff at no additional premium provided that the exposure does not increase by more than 10%.

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**Age Limits**

Unless otherwise agreed by Us and specifically noted in this section no person aged 86 or over in respect of Group Personal Accident at the commencement of the Period of Insurance will be covered by this section.

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**Assignment**

You may not assign the benefits under this section. We shall not be bound to accept or be affected by any notice of any trust charge lien purported assignment or other dealing with or relating to this section.

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**Associated Companies**

Where associated companies are covered You shall provide a list of these to Us.

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<b>Cessation of Employment</b>	Payment of benefit will cease immediately if the Insured Person who is the subject of a claim retires or otherwise ceases to be employed by You.
<b>Claims Procedure</b>	<p>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.</p> <p>You must:</p> <ol style="list-style-type: none"> <li>(1) tell Us as soon as practicable of any event or occurrence which may result in a claim and in any event no later than 60 days after the occurrence of such event</li> <li>(2) as soon as practicable and at Your expense, provide Us with a written claim containing as much information as possible of the loss, destruction, damage, accident or injury, including the amount of the claim</li> <li>(3) provide Us at Your own expense with all certificates, information and evidence reasonably required by Us and in the form and of such nature as We may prescribe</li> <li>(4) immediately pass to Us unanswered, all communications from third parties in relation to any event which may result in a claim under this</li> <li>(5) not admit or repudiate liability, nor offer to settle, compromise, make payment which may result in a claim or pay any claim under this section without Our written agreement</li> </ol> <p>and the Insured Person shall</p> <ol style="list-style-type: none"> <li>(1) submit to medical examination at Our request in respect of any alleged Accidental Bodily Injury where We shall pay the fee</li> <li>(2) as soon as possible after the occurrence of any Accidental Bodily Injury obtain and follow the advice of a Qualified Medical Practitioner.</li> </ol> <p>We shall not be liable for any consequences arising due to the Insured Person's failure to obtain and follow such advice and use such appliance or remedies as may be prescribed.</p> <p>In the case of death We shall be entitled to have a post-mortem examination at Our own expense.</p>
<b>Insured Persons over the age of 80</b>	If the Insured Person is over the age of 80 at the date of the Accident giving rise to a claim the benefit will be payable limited to 10% of the Sum Insured or £50,000 whichever is the lesser.
<b>Interest</b>	We will not pay interest on any claim payable.
<b>Medical Evidence</b>	<ol style="list-style-type: none"> <li>(a) We may, at Our expense, arrange for an Insured Person to undergo <ol style="list-style-type: none"> <li>(i) a medical examination, or</li> <li>(ii) a post mortem examination.</li> </ol> </li> <li>(b) You or Your legal representative will supply to Us, at Your expense, any <ol style="list-style-type: none"> <li>(i) medical certificate</li> <li>(ii) medical information</li> <li>(iii) medical evidence</li> </ol> in the format We require.</li> </ol>
<b>Minors</b>	<p>If the Insured Person is under the age of 16 at the date of the Accident giving rise to a claim</p> <ol style="list-style-type: none"> <li>(a) The maximum amount payable for death will be £20,000 or the sums insured shown in The Schedule whichever is the lesser.</li> <li>(b) The definition of Permanent Total Disablement will be disablement wholly preventing the Insured Person from engaging in or giving attention to occupational duties of any and every kind caused other than by Loss of Limb or Loss of Sight or Loss of Speech or Loss of Internal Organ or Loss of Hearing which disablement lasts without interruption for more than 12 months from the date of Accident, and in all probability shall continue for the remainder of the Insured Person's life.</li> <li>(c) No benefit will be payable for Temporary Total Disablement or Temporary Partial Disablement.</li> </ol>



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**Non Employees**

In respect of any Insured Person who is not a Business Partner, Director or Employee of the Policyholder, the definition of Permanent Total Disablement will be disablement wholly preventing the Insured Person from engaging in or giving attention to occupational duties of any and every kind caused other than by Loss of Limb or Loss of Sight or Loss of Speech or Loss of Hearing, where disablement lasts without interruption for more than 12 months from the date of Accident, and in all probability shall continue for the remainder of the Insured Person's life.

In respect of any Insured Person who is not a Business Partner, Director or Employee of the Policyholder, the definition of Temporary Total Disablement and Temporary Partial Disablement shall be restricted to out of pocket expenses only.

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**Payment of Benefit**

All payments to be made by Us under this section will be made to You unless You otherwise instruct Us in writing. This includes (but is not limited to) any payment or indemnity which is expressed to be payable to You for the benefit of or on behalf of an Insured Person, or is expressed to be paid to an Insured Person or their estate.

(1) We will not pay under more than one of the benefits listed below in connection with the same Accident for the same Insured Person

- (a) Death
- (b) Loss of Limb, Loss of Sight, Loss of Speech, Loss of Internal Organ or Loss of Hearing
- (c) Permanent Total Disablement.

After payment has been made for

- (a) Death
- (b) Loss of Limb, Loss of Sight, Loss of Speech, Loss of Internal Organ or Loss of Hearing
- (c) Permanent Total Disablement

no further payments shall be made by Us in respect of that Insured Person during the current Period of Insurance.

(2) If death benefit is not covered then We will not pay for benefits for Loss of Limb or Loss of Sight or Loss of Speech or Loss of Hearing until at least 13 weeks after the date of the Accident and only then if the Insured Person has not died as a result of the Accident.

(3) The payment of a valid claim under Group Personal Accident -Additional Clauses shall only be made where a valid claim is payable under death, Capital Benefits, Temporary Partial Disablement or Temporary Total Disablement other than for

- (a) Coma Benefit
- (b) Damage to Personal Property
- (c) Dental and Optical Expenses
- (d) Hospitalisation
- (e) Medical Expenses following Workplace Assault
- (f) Partner and Dependants benefit.

(4) A valid claim under Paraplegia, Quadriplegia, Hemiplegia or Triplegia shall only be payable in addition to a valid claim under Permanent Total Disablement other than where Paraplegia or Quadriplegia are payable under Partner and Dependants benefit.

(5) Any claim under Executor Expenses shall only be payable subsequent to You having provided a signed undertaking that if the cause of death is subsequently found to be other than as a result of Accidental Bodily Injury such Executor Expenses shall be refunded to Us.

(6) The cover under the following benefits shall immediately cease once a valid claim for death or Permanent Total Disablement becomes payable in respect of the same loss

- (a) Childcare Expenses
- (b) In-home Domestic Service and Commuting.

(7) In respect of each of the following a valid claim shall only be payable under one of the benefits in respect of the same loss

- (a) Paraplegia, Quadriplegia, Hemiplegia and Triplegia
  - (b) Rehabilitation Expenses and Partner Training Expenses.
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<b>Payment of Benefit</b> <i>(Continued)</i>	<p>(8) The cover under the following shall immediately cease two years from the date of the Accident</p> <ul style="list-style-type: none"> <li>(a) Commuting Expenses</li> <li>(b) Medical Expenses</li> <li>(c) Medical Expenses following Workplace Assault</li> <li>(d) Partner Training Expenses</li> <li>(e) Rehabilitation Expenses</li> <li>(f) Relocation Expenses</li> <li>(g) Replacement Recruitment Expenses.</li> </ul> <p>(9) Maximum Weekly Benefit</p> <p>The maximum Weekly Wage payable for</p> <ul style="list-style-type: none"> <li>(a) Temporary Total Disablement will not exceed 100%</li> <li>(b) Temporary Partial Disablement will not exceed 50%</li> </ul> <p>of the Insured Person(s) Weekly Wage or the amount stated in The Schedule providing this does not exceed the percentages stated above.</p> <p>It is the duty of the Insured or Insured Person to inform Us if any claim payment does exceed these limits.</p> <p>Payment will be proportionately reduced until these limits are not exceeded.</p> <p>We will not pay more than the death sum insured until at least 13 weeks after the Accident and only then if the Insured Person has not died as a result of the Accident.</p> <p>(10) If an Insured Person is covered for death but the sum insured shown in The Schedule is less than</p> <ul style="list-style-type: none"> <li>(i) Loss of Limb, Loss of Sight, Loss of Speech or Loss of Hearing</li> <li>(ii) Permanent Total Disablement</li> </ul> <p>We will only pay the amount for death if the Insured Person dies in the 13 weeks following the date of Accident.</p>
<b>Payment of Permanent Total Disablement</b>	<p>Benefit in respect of Permanent Total Disablement will be payable after the expiry of 52 consecutive weeks disablement and on certification by a Qualified Medical Practitioner appointed by Us that disablement is permanent and without expectation of recovery.</p>
<b>Payment of Temporary Total Disablement and/or Temporary Partial Disablement</b>	<ul style="list-style-type: none"> <li>(1) Payment of benefit for Temporary Total Disablement and/or Temporary Partial Disablement shall not preclude entitlement to any other benefit but shall cease immediately following payment of <ul style="list-style-type: none"> <li>(a) Death</li> <li>(b) Loss of Limb, Loss of Sight, Loss of Speech, Loss of Internal Organ or Loss of Hearing</li> <li>(c) Permanent Total Disablement.</li> </ul> </li> <li>(2) Payment of benefit for Temporary Total Disablement and/or Temporary Partial Disablement will be paid at 4 weekly intervals in arrears commencing after the expiry of the Deferment Period, on the supply of certificates from a Qualified Medical Practitioner.</li> <li>(3) In respect of any one Accident benefit will not be payable in respect of Temporary Total Disablement and/or Temporary Partial Disablement for longer than the Benefit Period shown in The Schedule.</li> </ul>
<b>The Contracts (Rights of Third Parties) Act 1999</b>	<p>We will not provide compensation in respect of any claim relating to any non-contracting party's rights to enforce all or any part of this Section. The Contracts (Rights of Third Parties) Act 1999 does not apply to this section.</p>

## POLICY CONDITIONS

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**The following Policy Conditions apply in addition to the conditions contained in each Section of the policy. These Conditions do not apply to Management Liability and have no effect on that Section. All of the conditions applying to Management Liability are stated in the applicable Section.**

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### **Alteration of Risk**

If 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 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.

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### **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 statutory provisions.

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### **Cancellation**

- (1) You may cancel this policy at any time after the date We have received the premium, by providing at least 30 days written notice to Us.
  - (2) If there is a default under Your Aviva credit agreement which finances this policy, We may cancel this policy by providing written notice to You in accordance with the default termination provisions set out in Your Aviva credit agreement.  
If Your policy is cancelled under (1) or (2) above, We may, at our discretion, refund to You a proportionate part of the premium paid for the unexpired period. This is provided that, during the current Period of Insurance, there has been no:
    - (a) claim made under the policy for which We have made a payment
    - (b) claim made under the policy which is still under consideration
    - (c) incident which You are aware of and which are likely to give rise to a claim, and which has already been, or is yet to be, reported to Us
  - (3) Where there is no Aviva credit agreement to finance this policy, 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.
  - (4) We may also cancel this policy at any time by providing at least 30 days' written notice to Your last known address. We will refund a proportionate part of the premium for the unexpired period provided that, during the current Period of Insurance, there has been no:
    - (a) claim made under the policy for which We have made a payment
    - (b) claim made under the policy which is still under consideration
    - (c) incident which You are aware of and which is likely to give rise to a claim, and which has already been, or is yet to be, reported to Us.
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## Claims Procedure

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

- (1) tell Us immediately of any event or occurrence which may result in a claim
  - (2) notify the police immediately of loss, destruction or damage caused by malicious persons or thieves
  - (3) 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) 7 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
  - (4) provide Us with all information and help We require in respect of the claim
  - (5) pass to Us unanswered, immediately, all communications from third parties in relation to any event which may result in a claim under this policy
  - (6) 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.
  - (7) 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.
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## 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 Group Personal Accident Section**

If at the time of an event giving rise to a claim there is any other insurance policy in force in Your name which covers You or the Insured Person for the same expense loss or liability We will only pay a proportion of the claim being determined by reference to the cover provided by each of the relevant policies with the exception of Personal Accident benefits which will be payable in full.

### **Applicable to all other Sections insured by this Policy. For Commercial Crime please refer to Other Insurances under the Commercial Crime Section Conditions.**

- (1) 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.
  - (2) 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.
  - (3) 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.
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## Discharge of Liability

We may at anytime pay the Limit of Indemnity or the Sum Insured or 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.

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**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

- (1) refuse to pay the claim,
- (2) recover from You any sums paid by Us to You in respect of the claim,
- (3) 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 (3) 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. 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

- (1) refuse to pay the claim,
- (2) 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),
- (3) 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 (3) 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.

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**Identification**

The policy and The Schedule will be read as one contract.

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**Index Linking**

Where it states in The Schedule that index linking applies, the amounts insured will be adjusted at Renewal in line with any increase in the level of such suitable recognised index or indices as We select.

In the event of a reduction in the level of such index or indices We will retain your existing amounts insured unless You advise Us otherwise.

These adjustments will continue during the Period of Insurance, period of repair, replacement or reinstatement.

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**Minimum Security****Applicable to Property Damage, Business All Risks and Money and Assault**

If in relation to any claim for Damage to the Property Insured caused by theft or attempted theft at The Premises, which occurs more than 30 days after the inception of this policy and You have failed to fulfil any of the following conditions, We will not pay that claim.

In respect of all those parts of The Premises occupied by You in connection with The Business You must ensure that all Perimeter doors and opening Accessible Perimeter windows are provided with an appropriate security measure, as described below and when The Premises are unattended, all such doors and windows to that part, or parts are closed and secured by such appropriate security measure being put into full and effective operation and any keys removed from the locks and stored away from such window or door.

- (1) Hinged doors must be secured as follows
    - (a) single leaf doors and the final closing leaf of double doors
      - (i) timber framed doors -by a lock certified as meeting British Standard BS3621
      - (ii) aluminium or steel framed doors -by a five (or more) pin cylinder mortice swing lock
      - (iii) plastic framed doors -by a lock assembly certified as meeting Publically Available Specification PAS3621 or a multi-point lock having at least three moving fastening points operated from a handle which is secured by a five (or more) pin cylinder lock
      - (iv) steel or composite construction (security) doors - by a security measure described in either (1) (a) (i) or (1) (a) (iii) above or by a five (or more) pin cylinder mortice lock
    - (b) the first closing leaf of double doors
      - (i) by having, adjacent to the top and bottom corners of the door, a rebate bolt or an internal key operated mortice rack bolt or a lockable bolt
      - (ii) by a multi-point lock having at least two moving fastening points operated from a handle which is secured by a five (or more) pin cylinder lock
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**Minimum Security**

*(Continued)*

- (2) Rolling shutter and rolling panel doors must be secured as follows
  - (a) manually operated doors-by having the operating chain fastened to an internal chain stop, housing or wall bracket by means of a padlock having a hardened steel shackle
  - (b) electrically operated doors - by having an internal operating switch permitting power to be isolated and secured in the 'off' position by means of an integral lock or a padlock
  - (c) wicket gates/personnel doors within such doors - by a lock certified as meeting British Standard BS3621
- (3) Cellar trap doors must be secured as follows
  - (a) by having an internal steel padlock bar fastened by a padlock having a hardened steel shackle
  - (b) by having, adjacent to the top and bottom corners of the door(s), an internal key operated mortice rack bolt or a lockable bolt noting that, where one leaf of double doors when closed prevents the opening of the other, only that leaf needs securing as stated
- (4) Doors described in 1 (a) and 2 (c) above which are not final exit doors must be secured by a security measure described in 1 (a) or 2 (c) above or any type of door lock or lockable fastening which is supplemented by having, adjacent to the top and bottom corners of the door, an internal key operated mortice rack bolt or a lockable bolt
- (5) Windows must be secured as follows
  - (a) roof lights - by an internal fastening device designed and supplied as suitable for the task
  - (b) louvre windows - by internal or external fixed steel bars or grilles
  - (c) other windows - internally by means of a fastening device having an integral lock, by a window lock or by a key operated mortice rack bolt
- (6) Emergency fire exits must be secured so that any door or window described in (1) - (5) above which is formally designated as being solely for use as an emergency fire exit by the person(s) legally responsible under fire safety legislation for fire safety is excluded from the stated requirements and instead must be secured by a fastening device designed and supplied as suitable for the task.

**The following definitions apply to this condition.**

**Perimeter**

Doors and windows that provide access from those parts of The Premises occupied by You in connection with The Business to the open air, into any area of The Premises not occupied by You in connection with The Business or into any adjoining premises.

**Accessible**

Perimeter windows located on

- (1) basement and ground floors
  - (2) other floors where they can be reached by a person standing within any communal areas, areas of The Premises not occupied by You in connection with The Business or any areas of adjoining or adjacent premises
  - (3) other floors where they can be reached by a person standing on adjoining or adjacent land or any external structural feature of The Premises, or any adjoining or adjacent premises, which can readily be climbed onto including but not limited to stairways, fire escapes, lower storey roofs, porches, balconies.
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**Non Disclosure,  
Misrepresentation or  
Misdescription****(a) 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:

- where the breach was deliberate or reckless, We may avoid this policy and refuse all claims, and keep all premiums paid;
- where the breach was neither deliberate nor reckless, and but for the breach:
  - 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
  - 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/or
  - 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 to the Insurance Act 2015.

**(b) 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:

- 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;
- where the breach was neither deliberate nor reckless, and but for the breach:
  - 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 premiums paid
  - 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
  - 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 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 to the Insurance Act 2015.

This condition operates in addition to any provisions relating to underinsurance in this policy.

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**Reasonable  
Precautions**

You must

- (1) maintain all premises and equipment, including fire extinguishing and security equipment, in a continuous satisfactory state of repair and in full working order in accordance with the manufacturers instructions and servicing requirements.
- (2) take all reasonable precautions to prevent loss, destruction or damage to the property insured and accident or injury to any person or loss, destruction or damage to their property.
- (3) conduct The Business in a lawful manner, complying with all legal requirements and safety regulations.
- (4) keep a record of purchases and sales.

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**Reinstatement**

When We decide, or are required to reinstate or replace any property, You will at Your expense provide plans, documents, books, and/or any 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.

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**Sanctions**

We shall not provide cover nor be liable to pay any claim or provide any benefit under this policy if to do so 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.

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**Severability of Interest****Applicable to all Sections other than the Employers' Liability Section and the Public and Products Liability Sections, in respect of which, the Cross Liabilities clause shall apply.**

If The Policyholder comprises more than one party, each operating as a separate and distinct entity, this policy shall apply in the same manner and to the same extent to each party as if they were separately and individually insured.

Provided that for the purposes of the

- (1) Loss Limit;
- (2) Total Sum Insured;
- (3) Sum Insured;
- (4) Limits of Liability;
- (5) Total Cover Limit; or
- (6) any other cover limit, limit of liability or indemnity, and/or any amount payable stated in The Schedule or elsewhere in this policy (as the case may be), all of the parties insured under this policy shall be treated as one party so that there shall be only a single contract of insurance between
  - (a) Aviva as one partyand
  - (b) The Policyholder, as the other party.

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**Subjectivity**

The insurance cover provided by Aviva may be subject to You or Us carrying out certain actions. We will clearly state below if the insurance provided by Us is subject to You

- (1) providing Us with any additional information requested by the required date(s)
- (2) allowing Us access to The Premises, Your Contract Sites, and/or The Business to carry out surveys
- (3) completing any actions agreed between You and Us by the required date(s)
- (4) allowing Us to complete any actions agreed between You and Us.

Upon completion of these requirements (or if they are not completed by the required dates), We may, at our option

- (1) modify the premium
- (2) make amendments to the terms and conditions of the insurance cover
- (3) require You to make alterations to The Premises for which We have provided an insurance cover by the required date(s)
- (4) withdraw any insurance cover provided
- (5) leave the terms and conditions of the insurance cover and the premium, unaltered.

We will contact You with our decision and where applicable, specify the date(s) by which any action(s) agreed need to be completed by You and/or any decision by Us will take effect.

Our requirements and decisions will take effect from the date(s) specified unless and until We agree otherwise in writing. If You disagree with Our requirements and/or decisions, We will consider Your comments and where We consider appropriate, will continue to negotiate with You to resolve the matter to Your and Our satisfaction. In the event that the matter cannot be resolved We will withdraw the insurance cover.

The above conditions do not affect Our right to withdraw any insurance cover if We discover information material to Our acceptance of the risk that was not disclosed when requesting the original quotation.

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**Subrogation**

Anyone making a claim under this policy must, at Our request and expense, do everything We reasonably require to enforce a right or remedy or 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.

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# POLICY EXCEPTIONS

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## Exceptions

**The following Policy Exceptions apply to all Sections unless otherwise stated and in addition to the Exceptions contained in each Section of the policy.**

**These Exceptions do not apply to Management Liability and have no effect on that Section. All of the exceptions applying to Management Liability are stated in the applicable Section.**

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We will not provide cover 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) Property Damage
    - (b) Theft
    - (c) Computer
    - (d) Cyber
    - (e) Business All Risks
    - (f) Goods in Transit
    - (g) Money and Assault
    - (h) Glass
    - (i) Machinery Damage
    - (j) Contract Works
    - (k) Business Interruption
    - (l) Book Debts
    - (m) Loss of Licence
  - (2) exceptions (1) (a) (b) and (c) do not apply to the following Sections, when insured by this policy
    - (a) Terrorism
    - (b) Employers' Liability
  - (3) exception (1) (b) does not apply to the following Sections, when insured by this policy
    - (a) Public and Products
    - (b) Group Personal Accident
  - (4) exceptions (1) (a) and (1) (c) do not apply to the Group Personal Accident Section when insured by this policy, while the Insured Person is actually engaged on an Insured Journey.
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- (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 by 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) exception (2) (b) does not apply to the following Sections, when insured by this policy
    - (a) Employers' Liability
    - (b) Public and Products Liability
  - (2) 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.
  - (3) exceptions (2) (a) and (2) (b) do not apply to the Terrorism Section when insured by this policy
- (3) (a) Money, negotiable instruments and specie
- (b) securities and bonds
  - (c) jewellery
  - (d) precious stones and metals
  - (e) bullion
  - (f) furs
  - (g) curios and antiques
  - (h) rare books
  - (i) works of art
  - (j) goods held in trust or on commission
  - (k) documents
  - (l) manuscripts
  - (m) business books
  - (n) computer systems records
  - (o) explosives and hazardous substances
  - (p) property in transit
- unless specifically mentioned.

However, Exception (3) does not apply to the following Sections, when insured by this policy

- (1) Terrorism
  - (2) Employers' Liability
  - (3) Public and Products Liability
  - (4) Commercial Crime
  - (5) Commercial Legal Protection Liability
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- (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, telecommunications equipment or systems, or any similar device
  - (b) media or systems used in connection with anything referred to in (4) (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 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 a Defined Contingency arising under any of the following Sections, but only to the extent that such claim would otherwise be insured under that Section
  - (a) Property Damage
  - (b) Business All Risks
  - (c) Money and Assault
  - (d) Goods in Transit
  - (e) Contract Works
  - (f) Machinery Damage
  - (g) Computer
  - (h) Cyber
  - (i) Business Interruption
- (2) exceptions (4) (a) and (4) (b) do not apply to the following Sections, when insured by this policy
  - (a) Terrorism
  - (b) Commercial Crime
  - (c) Employers' Liability
  - (d) Group Personal Accident

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**Definition**

The following definition only applies to this exception

**'Defined Contingency'**

fire, lightning, explosion, aircraft and other aerial and/or spatial 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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